

ATTACHMENT 1
PROPOSER COVER PAGE

PROPOSER'S NAME (name of firm, entity or organization):

U.S. Bank National Association _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 31-0841368 _____

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

Donna Chu _____

MAILING ADDRESS:

Street Address: 1 California Street, Suite 350 _____

City, State, Zip: San Francisco, CA 94111 _____

TELEPHONE NUMBER: 415.565.9017 _____

FAX NUMBER: 415.677.3782 _____

EMAIL ADDRESS: donna.chu@usbank.com _____

PROPOSER'S ORGANIZATIONAL STRUCTURE

☒ Corporation ☐ Partnership ☐ Proprietorship ☐ Joint Venture☐ Other (Explain) _____If Corporation: Date Incorporated __1929 Delaware _____ State
Incorporated _____

PROPOSER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that he or she is duly authorized to submit this proposal on behalf of the Proposer identified above, in response to this City of Napa RFP for Banking and Lockbox Services.

SIGNED: _____

DATED: August 19, 2016 _____

PRINT NAME: Donna Chu _____

TITLE: Vice President & Relationship Manager _____

Presented To

City of Napa

August 22, 2016

Donna Chu
415.565.9017
donna.chu@usbank.com

Leslie Posvancz
213.615.6648
leslie.posvancz@usbank.com



Agreement

This proposal contains certain nonpublic information about U.S. Bancorp and its subsidiaries and affiliates that we deem proprietary and confidential. U.S. Bank acknowledges, however, that disclosure of various nonpublic information may be made pursuant to a lawful public records request (California Public Records Act-Government Code 6250-6270).

By your acceptance of these materials, you also acknowledge that U.S. Bancorp is not committing to extend credit or render services to you or any other person.

For purposes of this proposal, we may have relied upon financial information provided to U.S. Bancorp by your authorized representatives or officers. You agree that U.S. Bancorp is not responsible for the completeness or accuracy of such information. This proposal has been prepared for discussion purposes only.

Either party may exit the agreement with a 90 day prior written notice.

Piggyback Purchasing

U.S. Bank shall provide services to agencies of similar nature and size the same pricing and upon the same terms and conditions pursuant to Sections 20118 and 20562 of the California Public Contract Code. Participating agencies may enter into a contract with U.S. Bank for the purchase of the service and commodities described herein based on the terms, conditions, prices, and percentages offered by this proposal. Minor changes in terms and conditions may be negotiated by participating agencies for a period of time following the award of this contract. Reference: Public Contract Code Sections 20118, 20652.





City of Napa
Ms. Roberta Raper, Finance Director
Finance Department
955 School Street
Napa, CA 94559-0060

Dear Ms. Raper,

Thank you for including U.S. Bank in the City of Napa's Request for Proposals for Banking and Lockbox Services. We are proud to indicate that we can meet the daily needs of the City and are responding to all portions of this proposal. In selecting a banking partner, you will most certainly be looking for a service provider offering the best value. Our proposal demonstrates a logical, balanced choice, and combines the security of one of the nation's strongest performing banks. You will find that U.S. Bank delivers on the City's primary U.S.-based objectives and introduces smart solutions to add efficiency and savings.

U.S. Bank offers a broad consultative approach, in addition to delivering specific services and customized solutions to create the maximum value for the City's operational needs. The City can continue to evolve and grow with the support of a financially sound institution; our strong client focus is the result of U.S. Bank's disciplined operations and strategic business decisions.

As your dedicated Relationship Manager, Donna Chu will function as the primary point of contact for the City's relationship team. Donna is joined by a number of other experienced bankers dedicated to exceeding your service expectations, including Treasury Management Sales Consultant Leslie Posvancz, Payment Solution Specialist Michael Hodge for Merchant Card Services, and our Government Customer Service Representative team. The three of us represent an average of over 15 years in the banking and payment industry. With a compelling solution and price, U.S. Bank can meet the City's domestic treasury requirements in full. Your team at U.S. Bank welcomes the privilege and asks for the opportunity to help the City further develop fiscally attractive banking services. We look forward to working with you and your team.

Sincerely,

Donna Chu

Donna Chu
Vice President
Government Banking
415.565.9017
donna.chu@usbank.com

Leslie Posvancz

Leslie Posvancz
Assistant Vice President
Treasury Management Consultant
213.615.6648
leslie.posvancz@usbank.com

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Confidentiality Agreement

The information provided in this proposal is privileged and confidential and is only to be used by the City of Napa for the sole purpose of choosing a service provider. This information is the sole and absolute property of U.S. Bank and nothing is intended to, in any way, transfer ownership rights to the City. This information should not be shared outside of the City, U.S. Bank does not agree to contract terms as a part of this response to the City's Request for Banking and Lockbox Services. Regulation W disclaimer: U.S. Bank N.A. is not responsible for the obligations of its affiliates.

Executive Summary

The City of Napa (the City) can minimize banking costs and improve operational efficiency by solidifying your partnership with U.S. Bank. This response is just one example of the highly-customized, consultative dialogue that you can continue to expect from U.S. Bank. A thoughtful and deliberate approach will be the rule as we work with you to define a tailored solution, rather than just recommending a one-size-fits-all product set. U.S. Bank can meet all of the requirements outlined in your Request for Proposal. Consider why we are your best option.

Understanding Your Needs

The City will gain from U.S. Bank's significant commitment of resources to the public sector. Currently we serve over 5,500 government relationships that are managed through our Government Banking division. The City can be assured that the individuals you are working with at U.S. Bank are familiar with the unique needs and requirements of government entities. The City will have an assigned Relationship Manager and Customer Service Representative that specializes in California Government entities.

You know us and we know you. The City is familiar with U.S. Bank's ability to serve your needs with an engaged relationship team experienced with the City financial functions. U.S. Bank remains well-versed in the ongoing operations and needs of the City through existing U.S. Bank services including the City's CAL Card program. The City can also benefit from efficiencies created by consolidating operations to fewer financial institutions and by improving reporting and transaction functionality through U.S. Bank systems. This response outlines in detail how the City and U.S. Bank can work together to effect this outcome.

Meeting Your Goals

The City seeks an experienced and knowledgeable team. Your U.S. Bank relationship team, led by Donna Chu and Leslie Posvancz, demonstrates U.S. Bank's breadth and depth of experience all of which the City will encounter through daily interactions with us. This group exemplifies the foundation of our relationship based service model. Leslie is the City's Treasury Management Consultant and works to understand all aspects of the City's cash management operations, the efficiencies needed and where U.S. Bank can provide the best improvements in your processes. Donna and Leslie are joined by additional technical specialists, bankers committed to helping our clients implement efficient, cost saving products and services.

The City wants to execute financial processes faster and better. So does U.S. Bank. We continue to develop a wide range of products and integrated delivery systems as our customers accept, adopt and anticipate more and more emerging technologies. U.S. Bank embraces technology as part of standard business practice.

Excellence in Service and Implementation Resources

The City knows U.S. Bank's commitment to a superior customer experience. You can have complete confidence in U.S. Bank's transition process. Your implementation is executed against a detailed plan and managed in tandem with the City's. Your Treasury Management Consultant Leslie initiates the implementation effort. She will also enlist the support of a dedicated, experienced Implementation Project Manager, to effect a smooth transition of treasury management services. After working with you to identify specific requirements, the team helps guide each assigned task to completion and confirms that each component of your plan functions with efficiency and accuracy.

Subsequent to a successful implementation, the City associates will work with the full force of U.S. Bank customer service groups. Your dedicated Commercial Customer Service team at U.S. Bank is highly skilled and extensively trained. Your service staff responds to both routine and complex inquiries through online access to bank systems and product databases.



Community Responsibility

As a large financial institution, we take our role in each community that we serve seriously. To help meet the needs of the community, U.S. Bank employees serve as members on boards or in committee positions for many not-for-profit organizations, educational institutions, economic development organizations and environmental programs.

U.S. Bank has three full service branches located within the City. With the partnership of our branch employees we are committed to your community by being involved in local events such the Napa Chamber of Commerce, Napa Business Network, volunteering and raising funds for the Boys and Girls Club, Silverado, Environmental Association (SEA), Operation Hope, Junior Achievement and United Way and providing sponsorships for Napa Valley Community Housing, The Pathway House and Wounded Warrior Project. Between 2005 and 2015, we have contributed over \$3.3 million to the communities in Napa County.

Incomparable Stability

As the City examines the enclosed offer in detail; consider the strength and dedication that position U.S. Bank to deliver the proposed banking services. Your choice to work with U.S. Bank is a good one. We are not distracted. As the highest rated and most stable commercial bank in the country, the City benefits greatly from our ability to focus on perfecting financial functions for our clients. U.S. Bank's business model, operating philosophy and financial strength allow us to allocate significant resources, both in dollars and technology, toward the enhancement and development of products and services.

Choose U.S. Bank

Finally, the City will partner with the financial institution most capable of providing a consolidated and efficient daily cash management process. U.S. Bank's proposal delivers on that objective by offering minimized bank costs and a path to improved operational efficiency. We are confident that you will find our continued focus on your long-term success unmatched and we look forward to our continued partnership.



Specific Response Requirements

Proposers shall respond to each item in this section by listing the item number and providing a complete response to each question.

A. Qualifications and Experiences

1. Provide a general overview and brief history of your firm, including parent and/or subsidiary companies and number of employees.

U.S. Bancorp is headquartered in Minneapolis. We are a diversified financial services holding company with \$429 billion in assets as of March 31, 2016, and the parent company of U.S. Bank National Association, the nation's fifth-largest commercial bank.

Our 67,000 U.S. Bank employees come together to serve 18.6 million consumer, business and institutional customers through our four core lines of business: Payment Services, Consumer and Small Business Banking, Wholesale Banking and Commercial Real Estate and Wealth Management and Securities Services. Through these powerful lines of business, we offer a comprehensive suite of banking, brokerage, insurance, investment, mortgage, trust and payments products.



We are a leader in the banking industry. Our outstanding track record of financial performance coupled with our sound ethical business practices have earned us the honor of being named Fortune's 2016 "most admired superregional bank" for the sixth consecutive year, and an Ethisphere Institute 2016 World's Most Ethical Company® for the second consecutive year.

U.S. Bank continues to outpace peers across all key performance metrics — such as return on assets, return on equity and efficiency ratio — year over year, and in 2015 we also achieved record net income and record diluted earnings per share. In addition, we maintain exceptional capital ratios and remain among the world's best in debt ratings across the industry. Our size, strength and scale keep us well positioned for future growth. We are committed to invest in delivering innovative and remarkable solutions for our customers, shareholders, employees and communities as their most trusted financial partner.

Historical Details

Our rich history shapes our present and positions us for a strong future. Since 1863, our company has expanded through organic growth and through numerous acquisitions, managing through times of prosperity and times of hardship. Through the past 153 years, hundreds of fine banks, whose customers, branches, expertise and assets combined with key ancestor banks, helped to make us a strong, sound company. In 2001, Firststar and U.S. Bancorp became the new U.S. Bancorp, building a strong and forward-looking foundation on which to continue our growth.

Each of U.S. Bank's principal predecessor organizations — Star Bank (Cincinnati), U.S. Bank (Portland), First Bank (Minneapolis), Firststar Bank (Milwaukee) and Mercantile Bank (St. Louis) — created specialized depository, treasury management, credit, and trust products. The combination of all these organizations into U.S. Bank created a strong financial institution offering the best, most highly valued products and services.

2. Provide the address of the office that will cover the City's account for each Service Group you are proposing to provide.

Donna Chu
1 California Street, Suite 350
San Francisco, CA 94111

Government Commercial Customer Service - Portland
555 SW Oak Street
Portland, OR 97201

3. Describe the experience of the firm in providing similar services for other municipal governments.

U.S. Bank's Government Banking division is dedicated to working exclusively with the public sector, staffed with seasoned relationship managers (many of whom have direct experience working in the public sector).

The division understands the unique legal, operating, financing requirements, and purchasing characteristics of the public sector. U.S. Bank's nationwide, coordinated delivery of services to local governments is unique among major banks, providing our clients broad access to technologically advanced products while maintaining essential local service and community involvement.

Government Banking has teams of industry specialists including a group of debt financing and credit specialists, serving the government sector nationwide. Together they manage nearly 5,500 relationships with:

- State governments (including higher education institutions)
- City and county governments
- School, water and healthcare districts
- Sanitation and other special purpose authorities
- Specialized authorities including American Indian tribal authorities
- Housing authorities
- Higher education including all public institutions

This diverse expertise showcases U.S. Bank's understanding of a public entity's detailed and specific requirements and how they differ from those of the private sector.

4. Include a copy of the most recent audited annual financial statements in the electronic copies of the proposal. A paper copy of the financials is not required.

Please see our financials at the website below:

<http://phx.corporate-ir.net/phoenix.zhtml?c=117565&p=irol-financialinfo>.

5. Complete the following table with current credit ratings by Standard & Poor's Ratings Services and Moody's Investor Services. If the responding institution is not rated by these rating organizations, provide other evidence of the firm's financial strength.

	Moody's	S&P	Fitch	DBRS
Ratings Outlook	Stable	Stable	Stable	Stable
U.S. Bancorp				
Long Term Issuer Rating	A1	A+	AA	AA
Short Term Issuer Rating	N/A	A-1	F1+	R-1 (middle)
Senior Unsecured Debt	A1	A+	AA	AA

Subordinate Debt	A1	A-	AA-	AA (low)
Junior Subordinate Debt	A2	BBB	N/A	AA (low)
Preferred Stock	A3	BBB	BBB+	A
Commercial Paper	P-1	A-1	F1+	R-1 (middle)
U.S. Bank National Association				
Long Term Issuer Rating	A1	AA-	AA	N/A
Short Term Issuer Rating	P-1	A-1+	F1+	R-1 (high)
Long Term Deposits	Aa1	AA-	AA+	AA (high)
Short Term Deposits	P-1	N/A	F1+	N/A
Senior Unsecured Debt	A1	AA-	AA	AA (high)
Subordinate Debt	A1	A	AA-	AA
Commercial Paper	P-1	A-1+	F1+	N/A
Counterparty Risk Assessment	Aa2(cr)/P-1(cr)			
Elavon Financial Services Limited				
Long Term Issuer Rating	A1	AA-	AA	
Short Term Issuer Rating	P-1	A-1+	F1+	
Long Term Deposits	Aa2	N/A	AA	
Short Term Deposits	P-1	N/A	F+1	

B. Key Proposed Personnel and Team Organization

1. Provide the name, title, address, phone number, and email address of the primary contact person(s) assigned to this account.

Donna Chu
Vice President
1 California Street, Suite 350
San Francisco, CA 94111
donna.chu@usbank.com

2. Provide information on the key personnel that will work with the City
 - a. Proposed role with regard to the City's accounts (indicate which Service Groups they are responsible for);
 - b. Biographical information;
 - c. Experience working with other municipal governments;
 - d. Number of years of experience in banking; and
 - e. Number of years with your firm.

Relationship Manager
Donna Chu, CTP
Vice President and Relationship Manager – Government Banking
415.565.9017
donna.chu@usbank.com

Donna will serve as your primary contact for all of the City's banking needs. As your Government Banking Relationship Manager, Donna has overall responsibility for coordinating the delivery and quality of services. She and other members of the team will regularly review the relationship strategy, service levels and deliverables, as well as conduct periodic meetings with the City to ensure that we help you meet your goals.

Donna has a Master's Degree in Business Administration and holds Certified Treasury Professional (CTP) status, recognizing her expertise in the field. Donna has been with U.S. Bank 15 years; 11 of those years focused on work with public clients.

Treasury Management

Leslie Posvancz

Assistant Vice President and Treasury Management Consultant

916.498.3835

leslie.posvancz@usbank.com

Leslie will be your Consultant for implementing efficiencies, cost saving services and fraud preventative services on the City's checking accounts.

Leslie has 15 years of banking experience primarily focused in relationship management and treasury management. Leslie has experience working with both government sector and commercial clients to custom tailor collection and disbursement solutions to meet client-specific objectives. Leslie attended National American University in Colorado Springs, where she graduated with honors and holds a Bachelor's Degree in Business Management and Finance.

3. Customer Service

- a. Will the bank/firm designate a specific customer service representative for the City, rather than an 800-number or email address?

The City will be assigned a dedicated group of customer service representatives who specialize in California government relationships. Our California Government Customer Service team will be an integral part of your day to day contact for U.S. Bank. The team members include Carol Burnett, Cyndy Husebye, Gini Ryles, led by Kim Leisse.

Kim Leisse, Assistant Vice President and Commercial Customer Service Team Lead, has been with U.S. Bank for 37 years. Kim's experience has been in Retail Banking in a variety of positions, ranging from Teller and Operations Manager. Kim has also worked in Correspondent Banking as an Operations Manager. Kim has been in Commercial Customer Service for the past 18 years. She has been a Service Banker and is currently a Team Leader.

Government Customer Service

877.295.2509

commercialcustserviceportland2@usbank.com

Government Customer Service is available from 7 a.m. to 5 p.m. PT, and our Business Solution support is available 24/7. Government Customer Service Bankers can be contacted by phone, fax or email. Phone calls to Government Customer Service will be answered live and immediately. The average wait time is 6.9 seconds.

- b. What are the hours of operation of each customer service unit involved in supporting the proposed service? If different, specify the hours for each Service Group you are proposing to provide.

Commercial Customer Service is accessible from 7 a.m. and 5 p.m. PT.

4. After the initial transition, how often will you plan to meet with City staff? Describe a typical meeting agenda. Who will attend these meetings?

Your U.S. Bank Relationship Manager, Donna Chu, is dedicated to meeting your ongoing needs and will meet with the City at least annually to conduct a high level evaluation with relevant U.S. Bank product partners. A quarterly business review may also be in order as part of a defined ongoing relationship

management plan. Donna will work to understand the appropriate frequency of formal meetings and of course will be in contact with the City as business circumstances and needs dictate.

5. IT Resources: During what hours is technical support available? (Specify time zones).

Government Commercial Customer Service - Portland
877.295.2509
7 a.m. – 5 p.m. PT

ACH
File Transmission issues go through Managed File Services
800.765.9549
Available 24/7

ACH Production issues
800.944.7504
Available 24/7(except Saturday 10:30 p.m. PT - Sunday 7 p.m. PT)

Cash Vault Customer Support
888.499.1595
5 a.m. – 5 p.m. PT

Data Transmission Support
800.765.9549 (option#1)
Available 24/7

La Mirada Lockbox Customer Service
714.228.8218
7:30 a.m. – 4 p.m. PT

C. Service Group 1: General Banking

1. Confirm that the bank can meet each of the “Required Services” listed in Section 2, Service Group 1 – General Banking.

U.S. Bank is able to meet all the required services listed in **Section 2**.

2. Deposit Processing

- a. Please list all of the bank’s branch locations in Napa, CA. If there are no locations in Napa, the bank is ineligible to bid on this Service Group.

Branch	Street Address	City	State	Zip	Branch Service Type
Napa	880 Jefferson Street	Napa	CA	94559	Full Service Branch
Napa-1st Street	1485 1 st Street	Napa	CA	94559	Full Service Branch
Jefferson Square Safeway	3375 Jefferson Street	Napa	CA	94558	In Store Branch

b. Can a unique deposit identification number be used on deposit tickets to identify the deposit location for reconciliation purposes?

Yes. U.S. Bank's Deposit Recap or Deposit Reconciliation service can meet the City's need for deposit location identifiers.

U.S. Bank Deposit Reconciliation gives a complete overview of the City's deposits, identification or location numbers, for each statement period. Specially coded deposit slips eliminate the need for multiple accounts. Our flexible reports enable the City to track volume and activity cycles at each of your locations or income sources.

- **Centrally monitor all deposits**—Allows the City to make deposits from multiple locations into a single U.S. Bank account and identify deposited funds by location, department, or day of deposit.
- **Useful treasury management tool**—A single account makes it faster and easier for you to determine cash availability for investment decisions and financial forecasting.
- **Detailed reports are available based on your timing requirements**—The following reports are available at the frequency preferred: monthly, semi-monthly or weekly.
 - **Deposit Debits**—Shows the itemized detail of non-check debits by location.
 - **Deposit Credits**—Lists miscellaneous credits (non-deposits) by location.
 - **Deposit Detail**—Shows customer deposits by location number.
 - **Deposit Recap**—Provides a recap of deposit detail by date for each location
 - **No Activity**—Lists stores that did not have any activity during the current reconciliation period.
- **Variety of output options**—Receive your deposit reconciliation reports via hard copy, SinglePoint Information Reporting, or direct transmission.
- **Optional Merchant and ATM Card Reporting**—Credit card and ATM card deposits by location can be included in the City's deposit reconciliation reports as an optional service. This gives the City a complete picture of your depository activity by location and in aggregate

c. What armored car vendors are approved to deposit at your vault location(s)?

We have agreements with the following armored vendors:

- Brinks CompuSafe®
- Dunbar Cash Manager Safes®
- Garda CashLINK®
- Loomis SafePoint®

d. What is the ledger cutoff time for deposits made to branch locations?

Branch	Street Address	Cutoff
Napa	880 Jefferson Street	M–F: 5 p.m. PT
Napa-1 st Street	1485 1 st Street	M–Th: 5 p.m. PT F: 6 p.m. P.T
Jefferson Square Safeway	3375 Jefferson Street	M–Th: 5 p.m. PT F: 6 p.m. P.T

- e. What is the ledger cutoff time for deposits at the vault deposit location?

Vault	State	Time
Oakland	CA	4 p.m. PT
Sacramento	CA	4 p.m. PT

- f. What is the ledger cutoff time for deposits for items processed with Remote Deposit Capture?

Image Check		
Deadline Description	Deposit Deadline	Bank Processing Time
Morning	6 a.m. PT	8 a.m. PT
Mid-Morning	9 a.m. PT	11 a.m. PT
Mid-Day	12 p.m. PT	2 p.m. PT
Early Evening	4 p.m. PT	6 p.m. PT
End-of-Day	8 p.m. PT	10 p.m. PT

- g. What type of deposit bags does the bank allow/require?

Tamper evident polyurethane (poly) deposit bags must be used for night drop, drop off and armored carrier delivery of branch cash deposits and for Cash Vault Services.

U.S. Bank offers poly deposit bags for purchase at branches (on a limited basis) and cash vault locations. The City is not required to use U.S. Bank deposit bags and may use your own poly bag vendor as long as the poly bag contains tamper evident security features.

Please see the **Exhibits** section for the **Pricing** for poly bag fee details.

- h. Are there any restrictions on the amount of loose and/or rolled coin deposited at a branch location?

U.S. Bank branches accept loose and rolled coin for deposit. Both U.S. Bank cash vaults and branches prefer loose coin deposits.

We request the City utilize our cash vault services for any deposits with large amounts of coin.

- i. How are deposits credited? Are items immediately verified? If provisional credit is given, when does verification take place? If the bank corrects a deposit, how will the City be informed of this change (i.e. phone call, online notification, fax, e-mail)?

In the branch, when a deposit is left at the teller line for post-verification, the City and teller who accepted the deposit must sign a drop-off deposit log. The teller who runs and verifies the deposit also records completion of those tasks on the log. The City may arrange for notification of deposit discrepancies however requests for special processing instructions must be reviewed by branch management prior to finalizing the agreement to ensure the request is both feasible and appropriate.

In the case of a post-verified or drop-off deposit a receipt is not issued at the time the deposit is handed to the teller, nor is provisional credit assigned to the deposit. The deposit is logged and recorded until verified. Processing and verification of the deposit takes place before the branch closes for the day, whenever possible.

Adjustment Notification

For branch services adjustments, separate adjustment advices may be prepared. Copies of adjustment advices may be picked up at the branch or mailed to the City's account address on our system.

Cash Vault Services provides a duplicate carbon copy of the adjustment ticket to the preferred City location through the U.S. mail. Outsourced cash vaults may email or fax an adjustment report instead of sending back the actual carbon copy of the adjustment ticket. Deposit discrepancies over \$100 initiate a call to an assigned City contact. Cash Vault discrepancies are easily identified by unique descriptions and City's location/store number IDs on Information Reporting application reports.

- j. **Are deliveries of change and currency orders available via an armored car provider? If so, explain timelines and procedures for placing change and currency order requests. If not, please explain procedures for acquiring change and currency.**

Yes, the City's armored car will deliver your change orders according to the City's contract with your armored car courier. The City may arrange additional drop offs and pickups directly with your armored car services.

All change orders are submitted online in the DTA web application and sent to U.S. Bank for processing. The City will enter in to the system and enter your ID at the prompt before creating a change order. Users then go through the following steps:

1. Click Create from the dropdown list on the home page, and then Create Change Order.
2. Click New Order or Modify Recurring or Existing Order.
3. Input the value of each denomination you want to order.
4. Select the delivery date.
5. Enter and confirm the order.

In addition, the City may wish to utilize SinglePoint Cash Vault services to create your currency and change orders. The Glory Comp-U-Order™ automated phone ordering system and SinglePoint Cash Vault online ordering allow change orders to be placed 24/7. Standing change orders, containing pre-determined denominational values and pre-scheduled delivery days, may be setup through Cash Vault Services to avoid having to manually place daily orders by telephone or Web. Standing change orders allows the City's offices to set change order amounts to ensure the local stores are not ordering excessive amounts and avoid any fraud. The La Mirada Cash Vault the deadline is 10 a.m. PT with two days lead time.

- k. **Do you offer the ability to deposit currency into "remote cash safes"? Are currency deposits credited to the City's bank account on a same day basis? What fees or costs would apply?**

Yes, this service, referred to as U.S. Bank's Remote Cash Deposit, allows the City to deposit cash electronically by using an on-site vendor-supplied safe to transmit a daily posting file to U.S. Bank for credit into your depository account. U.S. currency is stored in locked cassettes for secure retrieval by an armored courier at a later date. Depository transaction detail may be obtained online through SinglePoint. Users of the smart safe service contract directly with the armored courier for equipment leasing, maintenance, transportation and deposit consolidation. U.S. Bank's role as your depository bank is to receive the posting data file from the armored courier, provide credit to your account and accept the consolidated currency from your armored courier.

All coin, checks, mutilated currency, coupons or other similar items that are not accepted by the safe's bill acceptor are prepared as a separate deposit and will not receive provisional credit under the Remote Cash Deposit service. All cash deposits are picked up and verified by the armored courier. If discrepancies are noted at this time, the difference between the actual and reported amounts are debited or credited to your depository account as deemed appropriate. Check deposits will be delivered to the bank for processing.

Change Fund Services

Remote Cash Deposit can provide change fund services delivered to you by your armored courier. U.S. Bank automated currency and coin order services are available through Glory Comp-U-Order or online through U.S. Bank SinglePoint® Cash Vault service. You are assigned a unique customer ID and password to securely access the telephone ordering system and the SinglePoint Cash Vault ordering functionality. Change orders must be placed prior to the established deadlines by cash vault location (typically one to two business days prior to delivery date).

Glory Comp-U-Order and SinglePoint Cash Vault allow change orders to be placed 24/7. Standing change orders containing pre-determined denominational values and pre-scheduled delivery days may be setup to avoid having to manually place daily orders by telephone or web. Your corporate offices can use standing change orders to ensure local stores are not ordering excessive amounts of currency. Limiting orders in this manner can avoid potential fraud. Weekend orders, including Monday inventory, must be ordered by the Friday deadline. All arrangements for change order delivery are made by you with your armored courier.

Remote Cash Deposit may reduce the frequency of armored pickups per week for some locations. As a result, it is important to manage your change fund levels until your next scheduled pickup or delivery.

Please see the **Pricing Proposal** section of this proposal for further pricing detail.

3. Branch Services

- a. Confirm that the bank will cash City payroll checks drawn on your bank without charge to either the City or the check payee?

U.S. Bank will cash payroll checks for the City's employees at no charge. The only requirement is proper identification from the customer. See the **Pricing Pro** Forma for fee information on non-customer check cashing service.

- b. Is a check cashing agreement required? If yes, include a copy.

We do not require a check cashing agreements for payroll checks issued by the City from a U.S. Bank account.

4. Remote Deposit Capture

- a. Describe the bank's ability to process checks by RDC.

Our remote deposit product is called On-Site Electronic Deposit. It is a very robust, scalable and highly configurable web-based client application. It supports very simple deployments with small volumes and large, complex, multi-user deployments with high volumes.

On-Site Electronic Deposit accommodates remittance-capture capabilities. It has highly flexible and robust separation of duties where you may assign functional duties based on your users' roles, where the roles are defined with specific sets of permissions or entitlements on the system. You can, for

example, create a user who can only scan checks, and set up another set of users who can only key data, and yet another set of users who can balance and then approve batches for final deposit. These various users can perform their duties from any remote location provided they have appropriate connectivity and access to the locations system (accessed through SinglePoint).

b. Is there a limit on the number of checks that can be contained in a single deposit?

No. There is not a limit on the number of checks or batches that can be included in a single deposit. However, only 300 checks or items can be contained in any one batch within On-Site Electronic Deposit.

To clarify, with On-Site Electronic Deposit, a unit of work is the batch. The batch size is variable and can be configured to provide the operator a warning when a specified number of checks have been scanned, and a hard-stop based on batch size can be configured where the batch will end.

Using these options, you can control the batch size. Within On-Site Electronic Deposit, we will aggregate all batches (by Deposit Identifier, if utilized) within a business day into a single deposit.

c. Describe the storage features, including length of time images are stored, available for viewing and printing.

U.S. Bank currently stores the deposited images up to two years within SinglePoint. The City may choose to add the image transmission service to transmit images onto the City storage for longer archival periods. The images may be stored, viewed and printed.

In addition, U.S. Bank offers a duplicate match for all scanned checks. This service performs a check match on all items processed for the selected location over the past 30 days to identify any duplicate deposits.

d. How will the City be notified of deposit corrections and/or adjustments?

Reporting for deposit corrections and adjustments is provided within one business day and may consist of online, mail, fax and email communications. A copy of the item, backup documentation and an adjustment letter with a case number and the name of adjustment contact are provided with the adjustment. The City may also pull an image of the returned item, correction and adjustment ticket on SinglePoint through the Image module.

e. What RDC equipment does the bank recommend to the City? Indicate how many items these machines can handle. What is the price for this equipment? Is your firm willing to offer any equipment at no cost to the City?

U.S. Bank offers a variety of scanners. Based on the information from the proposal, we recommend the Digital Check TS240 100 dpm (document per minute) check scanner. This scanner can handle up to 100 items per minute.

As part of the transition process, the City may utilize your transition bonus to purchase up to three scanners (at no hard cost to the City).

Please see the **Pricing Proposal** section of this proposal for further pricing detail.

f. What are the accuracy rates of these units? Provide relevant statistics.

Accuracy is dependent upon the type of checks received by the City. Consumer and business checks often are read at a rate at or above 90 percent, whereas money orders and cashier's checks are ready at lower rates (depending on the type of money order, etc.).

g. Does the bank's RDC technology use Intelligent Character Recognition to "read" the check amount? If so, does the system recognize both the courtesy amount and the legal amount of the check?

Yes. On-Site Electronic Deposit can be customized to automatically read specified data from a remittance document and parse that data into specific fields.

After scanning a batch of remittances and checks, the application advances the batch to the next required step (e.g. Key Data, Balance Batches or Approve Batches). If the system did not read all the remittance and check information automatically, it will move to the Key Data module and the operator will be presented with the item(s) needing data entry. The system recognizes the courtesy amount only.

h. Can the bank's software process both ACH and Image Replacement Documents (IRD) on the same equipment? How does the bank's software determine the optimal clearing mechanism?

Yes, On-Site Electronic Deposit can process both ACH and IRDs. ACH conversion is not used very often due to the speed that electronic check items are cleared. It creates multiple reconciliation steps in addition to the City having to maintain the ACH authorizations without much of a gain in funds availability. Although both are supported, our recommendation is to utilize only check clearing within On-Site Electronic Deposit.

i. Is the City able to receive a demo scanner for testing purposes?

Yes. U.S. Bank will provide the City with up to three scanners as part of the transition.

5. Returned Item Processing

a. Can returned checks be automatically redeposited? If so, how many times and at what cost?

The ACH Redeposit service allows the City to establish standing instructions based on days or dates (also known as lags) for U.S. Bank to automatically redeposit and represent an ACH transaction returned for non-sufficient funds (NSF) or uncollected funds (UCF). In accordance with NACHA rules, an item can be redeposited no more than two times following the return of the original entry.

Please see the **Pricing Proposal** section of this proposal for further pricing detail.

b. Does the bank offer Represented Check Entries ("RCK") where an ACH debit is used to re-present a returned check?

U.S. Bank no longer offers RCK service. However, we are able to process RCK transmissions sent by our ACH Origination customers.

c. What disclosures does the City need to communicate to its customers to use RCK? How do you recommend they communicate this?

U.S. Bank currently does not offer this service.

- d. Can the bank provide a detailed return item transmission to the City? Can this report identify the payer's name, depositing location, deposit date, and type of item being returned?

Check Returns

U.S. Bank offers three notification service options for returned items: SinglePoint, mail and fax. The return notification will include an image of the return check.

ACH Returns

The ACH Returns and NOC report is available through SinglePoint, data transmissions or fax. This report includes previous day settled items. Information about NOCs and returns is available on SinglePoint by 8 a.m. PT.

ACH returns are listed in SinglePoint with key data from the batch header and specific details about each item, including:

- Company name and company ID number
- Date and processing cycle of the item
- Settlement date of the transaction
- Transaction code
- Originating RDFI
- Receiver's account number
- Individual ID and name
- Amount
- Return reason code and description
- Addenda information.

SinglePoint offers an automated NOC Update service. ACH transactions originated through SinglePoint that generate Notifications of Change (NOCs) from the receiving institution automatically update the ACH template in SinglePoint. SinglePoint reports transactions that were automatically updated by the Bank, based on NOC information.

- e. Can the bank provide online access to electronic images (back and front) of returned items to the City? If so, how soon after an item is returned can these images be accessed?

Yes. The City can pull images of returned items in Previous Day reporting or Image Access module. These images are available the next day. The City can also use SinglePoint Returned Item Decisioning which makes items available throughout the day until 4:30 p.m. PT.

6. Availability of Deposits

- a. How does the bank determine and calculate availability of deposited items?

Availability is assigned based on the availability schedule of the local depository site. U.S. Bank is able to identify all float and availability associated with each deposit, regardless of deposit location.

- b. Does the bank give immediate availability for on-us items?

Yes. On-us items are given immediate availability.

- c. Provide a copy of the availability schedules the bank proposes to use for the City, including branch deposit, vault, and RDC.

U.S. Bank will provide the City with our National Premier Availability Schedule.

Item Type	Float Assignment	Deadline	If deposited by the deadline the funds become collected
U.S. Bank On-Us Items	0 Day	8 p.m. PT	Today
Transit Items	1 Day	8 p.m. PT	Tomorrow
Government Items	1 Day	8 p.m. PT	Tomorrow

7. Armored Car Services

- a. Which vault location are you proposing the City use for deposits handled by its armored car provider?

U.S. Bank proposes our Oakland Cash Vault.

- b. Do you own the vault? If not, provide information about the vault operator.

No. This vault is outsourced to Brinks.

- c. Does this vault location handle both cash and checks?

Yes, all U.S. Bank Cash Vaults can accept cash and check deposits.

- d. What is the ledger cutoff time for deposits at this vault deposit location?

Ledger cutoff time is 4 p.m. PT.

- e. Outline the procedures you recommend clients follow in preparing cash and check deposits for armored car pick-up.

Cash Deposits

U.S. Bank recommends the City remove all paper clips and small rubber bands from currency prior to depositing. Currency of like denomination should be strapped in 100-note straps. All straps must contain an endorsement stamp identifying store name and number. Whenever possible, brick the straps together in groups of 10 with two rubber bands.

When listing currency and coin, place the total amounts of currency and coin deposited on the corresponding lines of the deposit slip.

Coin Deposits

Coin should always be deposited loose rather than rolled. For small quantities of loose coin, please secure in an envelope to avoid having the coin become mixed with the currency. Use designated canvas or poly bags for large coin deposits. Prepare a separate deposit slip from deposited currency and checks. Bag coin by denomination in Fed-ready increments of:

- \$50 bags of pennies
- \$200 bags of nickels
- \$1,000 bags of dimes and quarters
- \$2,000 bags of dollar coins

Check Deposits

It is not necessary to list individual checks on a deposit slip. However, a tape listing of the checks should be included with the deposit slip. Note the account name and number on the tape listing. Seal check deposits separately from cash deposits. Prepare a separate deposit slip for each type of deposit.

- f. **Does the bank offer armored car services? If so, identify any contractors used and state what services will be subcontracted.**

No. Armored carrier contracts are established and managed by the City. U.S. Bank's role as your depository bank is to receive the cash and credit the City's appropriate account. U.S. Bank works with most armored couriers.

When the City decides to use armored carrier services, U.S. Bank can help you with the process.

- g. **Include a summary of any problems that the bank anticipates in meeting the requirements of this RFP and possible solutions to these problems.**

U.S. Bank can meet the requirements requested in this RFP and anticipates no issues with our proposed solutions.

- h. **Describe the process the City would use to research any deposit discrepancies. What is the bank's process for resolving discrepancies when a third-party courier is used? Please be specific.**

For branch services, all deposits that are not processed in front of the City that have discrepancies greater than \$50 are verified by two or more tellers and the customer is notified to determine how to correct the deposit. Discrepancies \$50 or less are handled by the teller preparing a separate adjustment advice and mailing it to the City's account address in our system.

- For deposits that are not processed in front of the customer, there is the option of establishing special discrepancy procedures as long as the branch is in agreement with these procedures.
- Discrepancies found with the cash portion of over-the-counter deposits are adjusted immediately.

For cash vault services, bankers identify all discrepancies and adjust customer accounts for differences over \$10.

For item processing and proof corrections, bankers identify all discrepancies and adjust customer accounts for differences of \$1 or greater.

8. Check Disbursements/Positive Pay

- a. **Does the bank offer Positive Pay?**

Yes, U.S. Bank offers Positive Pay.

U.S. Bank Positive Pay Services can help the City detect check fraud by electronically matching checks that are presented for payment to the checks you have issued by serial number and dollar amount. SinglePoint Positive Pay provides the tools to review exceptions, view images, make decisions, request adjustments and access history online.

With U.S. Bank Positive Pay, the City can:

- Take action on mismatches between issues and presented checks to help prevent fraud
- Review exceptions and make payment decisions online

- Review exception deadlines in local time
- Reduce check fraud at teller window
- Verify issue information
- Change default decisions online
- Set up approval levels
- View exception history and track actions by user
- Extend fraud detection to include payee name mismatches
- Confirm files
- Enter your issues and cancels throughout the day
- Automatically cancel outstanding issued checks

U.S. Bank provides a prior day Positive Pay service with daily notification.

Additionally, U.S. Bank has made significant investments in technology to offer you the most robust level of fraud protection. SinglePoint Positive Pay is now enhanced to help you detect and prevent altered payee name fraud on deposited and cash letter items, as well as items presented at the teller line. U.S. Bank enables you to detect fraud by helping you identify any items with non-matching payee names. We offer two payee verification service options: Teller Payee Positive Pay and Payee Positive Pay.

Files can be uploaded online in the standard comma-separated value (CSV) format or the City can create a customized delimited or fixed length format. The City will receive a message that the file was accepted or rejected (limit of 5,000 items per file upload).

b. Does the bank offer Payee Positive Pay?

Yes, U.S. Bank offers Payee Positive Pay.

c. Does the bank offer Teller Positive Pay? If so, how frequently is check issuance information updated and available to tellers?

Yes, U.S. Bank offers Teller Positive Pay. Check issuance information uploaded through SinglePoint Issue Maintenance is updated immediately taking about five minutes to process and update the teller line.

d. What is the deadline for the transmission of check issuance files to the bank?

The deadline is 8 p.m. PT.

e. What controls are in place to protect against lost files and duplications of transmissions? If duplicate files are sent, is there a penalty or potential issue?

Risk Exposure	U.S. Bank Control
File loss	<ul style="list-style-type: none"> • ARP File Confirmation Service verifies that the file transmitted to the Bank was received and processed. • File Confirmations generate within two hours of the file's receipt. Confirmations are available online or through secured email or automated fax. • The File Confirmation report provides number and dollar totals of issues and cancels.

Duplicate transmissions	The ARP system identifies duplicate transmissions by identifying duplicate issues. SMS rejects the duplicates and U.S. Bank notifies the City.
Inadvertent acceptance of duplicate returns	SinglePoint Positive Pay automatically prevents the City from sending duplicate returns by allowing only one disposition per exception before submission to U.S. Bank.

If a duplicate file is sent there is no penalty or potential issue. The City will be notified of the duplicate file.

f. Does the bank require a control total to be sent? If so, how will the City be notified that the control total was received?

No. At this time, hash totaling or checksum are not currently supported and would require a project with Demand Management be opened and prioritized through Enterprise prioritization, which includes submitting an approved business case.

g. How will the City be notified of exception items?

Each day at 9 a.m., U.S. Bank updates the City with an exceptions list with mismatches between presented and issued checks. Authorized City personnel may review Positive Pay exceptions on multiple accounts at the same time. Exception items include checks that have been converted to ACH items. You may decision each exception from the list and submit to U.S. bank in a matter of seconds. Your online decisions can include adjustments to an item's dollar amount and check number, and automatic creation of updated issue information. Decisions must be made by 3 p.m. local time. If the City does not decision an exception item by 3 p.m., U.S. Bank will use the City's default decision to either "pay all" or "return all."

The City may also implement SinglePoint External Messaging for positive pay exception item notification. With this service the user at the City may be alerted via email, text or fax if there are exceptions to review. In addition, a user may put a secondary email address for their back up or for a shared box to be notified.

h. Will an image of the exception item be available for viewing in the e-mail or will the user be required to log into the bank's website?

The City will be able to view the image of an exception item by logging online into SinglePoint. SinglePoint Positive Pay provides the tools to review exceptions, view images, make payment decisions, request adjustments and access history online. The City can link directly from the exception list to the corresponding check image, view and manipulate the image then decision from the image viewer.

i. At what time will the City receive information on exception items? How much time will the City have to review discrepancies and notify the bank to accept or reject?

The City will receive information at 9 a.m. PT and will need to make a decision by 3 p.m. PT.

j. If the City is unable to provide a "pay" or "no pay" decision before the deadline, what happens? Does the bank offer a "do not pay" default?

The City sets the default when the service is activated. Default options include “return all” or “pay all” or “Defer all” for Same Day Positive Pay. Authorized City users can change your default at an account level using SinglePoint Positive Pay.

k. **Can accounts be designated as “post no checks” to prevent potential fraud?**

Yes, the City may put a check block on your account to prevent any checks from being processed. This is a free service. U.S. Bank does not require Positive Pay for all demand deposit accounts, but recommends the service for any demand deposit accounts where checks are written. U.S. Bank recommends our Check Block service for those demand deposit accounts where there are no checks written in order to prevent any checks from being processed from these accounts. The check block service is a free service.

9. **Stop Payments**

a. **What term options are available for stop payments? Does the fee for a stop payment vary based upon term? Please list fees for all term options.**

The City can place stop payments (called stops) in SinglePoint or by calling Commercial Customer Service. The stop payment may be placed for 6, 9, 12 or 24 months.

SinglePoint provides a check paid inquiry function to verify that the check has not cleared before placing the stop. SinglePoint checks the last 90 days of posted check transactions to verify non-payment. If the check has been paid in the last 90 days, a message will display that the check has been paid.

Please see the **Pricing Proposal** section of this proposal for further pricing detail.

b. **Are stop payment requests effective immediately? If not, how long does it take for a stop payment request to become effective?**

U.S. Bank cannot guarantee a stop payment order will be enforced during the first 24 hours because the check may have already been cashed by a teller.

c. **Can stop payments be automatically renewed? If so, for how long? What are the associated fees for each renewal, if any?**

A stops expiration page identifies which stop payments will expire within five days — even if those stops were placed on a system other than SinglePoint. Using this page, you can select any of the expiring or expired stop payments and place a new stop payment to avoid checks being paid.

In addition, SinglePoint’s Stop Payment service examines transaction history going back 90 days. Customers cannot extend the period of an existing stop, but can place a new stop payment after the original stop has expired, effectively extending the stop payment period for the check.

10. **ACH Processing**

a. **What are the transmission deadlines for one day and two day ACH files? When are funds debited from the City’s account?**

The transmission deadline for ACH is 8:30 p.m. PT for next-day availability. U.S. Bank settles all ACH transactions by the effective date. Files must be received by the following times with the correct effective date to ensure same-day processing:

- Transmit by direct transmission before 8:30 p.m. PT, Monday through Friday.

- Transmit through SinglePoint by 7 p.m. PT, Monday through Friday.

Funds are debited from the City's account on the settlement date.

b. Discuss the bank's methodology for determining debit and credit exposure limits.

The major factors U.S. Bank considers to determine exposure limits are:

- Anticipated peak debit and credit transaction volume
- New or existing customer relationship with U.S. Bank
- Whether or not the customer is an individual subsidiary or division of a company
- Type of origination methods used
- Origination frequency
- Types of ACH files transmitted: credit (payment) or debit (collection) or both
- Approximate total value of files
- Out-of-the-ordinary files that may affect daily limits

As part of the approval process, the Relationship Manager may ask for financial and tax statements in addition to an estimate of the average daily ACH activity and expected peak debit and credit activity.

Once established, processing limits are not negotiable. However, U.S. Bank takes care to establish limits based on thorough analysis of the anticipated activity.

U.S. Bank reviews and renews customer exposure limits annually. Additionally, the Relationship Manager continually monitors ACH activity. If processing limits need adjusting at any time, the City's Relationship Manager can take appropriate steps to update the ACH system to accept transactions.

c. Confirm that the bank is willing to establish an ACH daily exposure limit of up to \$5 million for the City.

Yes, we are able to accommodate the City's needs.

d. What would happen to a file if the City exceeded its daily exposure limit?

Relationship Managers continually monitor customer ACH activity, using various daily, weekly and monthly reports to assist them. If ACH activity encroaches upon established processing limits, the City's Relationship Manager, Donna Chu, can increase existing limits and notify the City.

e. Does the bank accept both debits and credits on the same file? If so, discuss any additional requirements.

Yes. SinglePoint's Import and Initiate functionality allows the City to import batches with mixed debit and credit transactions, queuing them up for approval and transmission to U.S. Bank. This functionality is similar to a transmission or pass-through of information, without the storage of transactions in a template. Transactions stored within SinglePoint ACH Origination templates must be either all debits or all credits.

U.S. Bank recommends unbalanced files but can accept and process direct transmission files with mixed debit and credit transactions. U.S. Bank also accepts separate debit and credit batches submitted within a single file.

f. What controls are in place to protect against lost files and duplicate transmissions?

The ACH File Confirmation process detects missing files by matching the control totals reported to U.S. Bank by the City with the transmitted files. The ACH system detects duplicate files by comparing newly transmitted files with the City files processed in the prior 30 calendar days. U.S. Bank notifies you by phone regarding any possible duplication or loss of files.

g. **Does the bank provide automatic file receipt acknowledgements? If so, how is the acknowledgement transmitted?**

Yes, U.S. Bank can provide an automatic file receipt confirmation within 30 minutes to one hour of receiving the City's ACH file. The ACH File Confirmation notification provides information from the file including:

- File creation date and time
- File ID modifier
- Batch count
- Entry and addenda
- Debit and credit amount
- Positive or negative confirmation regarding the file

For negative confirmations, customers are instructed to contact ACH Services for further assistance.

h. **Is the City required to submit a control total for each ACH batch? How would the City communicate ACH control totals to the bank (i.e. phone, online, e-mail)?**

Yes. U.S. Bank prefers unbalanced ACH files. Therefore, the City will need to either call in or enter the control totals through SinglePoint ACH.

- **Secure interactive voice response access with validation totals entered by the City followed by confirmation from bank that ACH file is received and processed**
 - U.S. Bank offers touch-tone response access with validation totals followed by a confirmation from U.S. Bank that the ACH file was received and will be processed. The City can confirm receipt during a window beginning 30 minutes after validating control totals and ending one hour after control total validation. The City can confirm through fax, email, transmission or manually by re-accessing the Interactive Voice Response (IVR) unit.
- **Secure interactive voice response access with validation totals only**
 - If the City originates through Direct Transmission, you can access the ACH File Confirmation System by touch-tone telephone. The City enters transaction totals as prompted by an IVR. The IVR compares entered amounts with amounts on the file and confirms matches and discrepancies within 30 minutes of submission. The control totals and file should be submitted simultaneously. The City calls into the service and selects the confirmation option to validate entered totals.
 - The ACH File Confirmation process detects missing files by matching the control totals reported to U.S. Bank by the City. The ACH system detects duplicate files by comparing newly transmitted files with the City's files processed in the prior 30 calendar days. U.S. Bank notifies you by phone regarding any possible duplication or loss of files.

i. **What type of reporting is available for ACH returns? Is it available electronically?**

There are three options for viewing previous day settled ACH Returns online:

- The ACH Settlement report
- The ACH Return and NOC report – Special Reports
- The ACH Return and NOC report – Standard Reports

The ACH Settlement and ACH Return and NOC reports are available from SinglePoint's Special Reports menu. The SinglePoint Previous Day reports menu also offers the ACH Return and NOC report with additional options for display, filtering and exporting to meet customers' varied needs.

ACH Returns can also be reported back to the company via fax or transmission. The ACH Return Transmission reports previous day settled returns or current day returns that will settle at end of day and is available by 7 a.m. PT.

j. Describe the financial institution's ability to block unauthorized ACH debits.

U.S. Bank offers an ACH Filter and Block service that enables the City to protect deposit accounts against unauthorized ACH debit and credit transactions. Business eCheck Block is also available and allows customers to block WEB and TEL payment types and the converted check payment types: ARC, POP and RCK.

Additionally, the City can use the SinglePoint ACH Positive Pay service to add new authorizations to their accounts online. The City may establish authorizations (a set of rules) to determine which incoming ACH credits and debits should be allowed to post to your accounts.

The ACH Block service effectively blocks all ACH debit transactions, except generated settlement items. The City may also configure the ACH Block Service to block all incoming credits.

k. With ACH debit blocking, does the bank notify the City of attempts to debit funds that have been automatically rejected?

Yes, rejected items are reported in a SinglePoint report.

l. Does the bank offer Universal Payment Identification Codes (ability to mask visible account numbers to reduce the risk of unauthorized direct debits)?

Yes. U.S. Bank offers the UPIC® secure account identifier. UPIC is a unique account number that allows ACH credit transactions to post to a designated U.S. Bank account, while blocking ACH debits from your account. A UPIC looks and acts just like a regular bank account. It masks the City's account number allowing you to receive electronic credit payment without revealing sensitive bank information to their business partners. Using a UPIC, the City can publish account information freely to encourage your trading partners to send electronic payments without the fear of fraud on your business DDA account.

m. What detail about incoming ACH transactions can be viewed online (i.e. CCD and CTX)? Can addenda information be viewed online?

Information is retrievable from SinglePoint in PDF, BAI2, CSV and human readable text file formats. Retrievable formats through direct transmission by U.S. Bank are the same as stated previously. An EDI 821 is available through Data Integration Services.

11. Wire Processing

a. Describe the process of initiating wire transfers (online, by phone, other).

The table below describes wire transfer origination processes. The descriptions assume no repair or reject activity (which branch to special sub-processes) and that sufficient funds are in the settlement account to cover the value of the wire transfer.

Wire Initiation Method	Initiation	Approval	Release
Voice-VRU	<p>An authorized user calls Wire Transfer Operations to initiate a wire.</p> <p>The initiator provides a PIN and instructions to submit the wire transfer.</p>	Wire Transfer Operations contacts an authorized approver at the City to approve all non-repetitive wire transfers (approval is optional for repetitive wire transfers).	U.S. Bank initiates and releases the approved wire immediately upon confirmation.
Internet (SinglePoint)	<p>An authorized user logs in to our browser-based interface (SinglePoint) via the internet and initiates wire transfers.</p> <p>The user must enter a PIN prior to submitting the wire transfer.</p>	<p>An authorized approver accesses the non-repetitive wire transfer in SinglePoint and approves it.</p> <p>Approval requirements can be defined for Repeat Codes and template-based repetitive wire transfers through the administration tool on SinglePoint.</p>	<p>The City transmits the approved wire transfer directly to the bank from SinglePoint.</p> <p>U.S. Bank releases wire transfers within a few seconds of receipt that are free of errors and have sufficient funds are available.</p>

b. What is the cutoff time for same day wire transfers?

The cutoff time is 3 p.m. PT for same-day credit on incoming domestic wire transfers.

c. If wire transfers can be initiated online, describe the system's security features. Can varying degrees of authorization be set (i.e. multiple authorizers, maximum dollar amounts, etc.)?

The table below describes security safeguards for each of U.S. Bank's initiation methods.

Initiation Method	Security
Telephone: Voice-VRU (telephone)	<ul style="list-style-type: none"> A U.S. Bank-issued User PIN is required to request all wire transfers. U.S. Bank performs callback on all non-repetitive wire transfers initiated exceeding \$10,000. The City grants individuals callback approval authority as set forth in the Wire Transfer Agreement. Dollar amount limits are set for users for initiation and approval.
Internet: SinglePoint	<ul style="list-style-type: none"> A password and User ID are required to log in to SinglePoint. A VeriSign token is required to enter the Wire Transfer service within SinglePoint.

- A bank-issued User PIN is required to request all wire transfers.
- A Secondary Authorization (approver) is required on all free-form wire transfers.
- Dollar amount limits are set for users for initiation and approval.
- Cumulative dollar amount limits per day for initiation and approval are also available.
- 128-bit SSL encryption through the browser encrypts the entire SinglePoint session.

12. Intra-Bank Account Transfers

a. Describe the process of initiating intra-bank account transfers.

The City may initiate intra-bank account transfers through the Book Transfer module in SinglePoint or through customer service. Book Transfer is available at the following times through SinglePoint:

- 4 a.m. to 9 p.m. PT, seven days a week for DDA to DDA transfers
- Monday through Friday until 5 p.m. local time for loan transfers
- Monday through Friday 4 a.m. to 3:30 p.m. PT for DDA to Trust transfers. Cutoff times vary for same-day transfers from trust accounts to checking accounts.

b. What is the cut-off time for same-day intra-bank account transfers?

The City can process same-day internal transfers using Customer Service, SinglePoint Book Transfer, ACH or Wire transfer options.

Customer Service Account Transfers

The City can initiate same day transfers between your accounts from 7 a.m. – 5 p.m. PT.

SinglePoint Book Transfers

U.S. Bank supports same-day processing of book transfers by 9 p.m. PT.

ACH

U.S. Bank supports same-day processing of book transfers. U.S. Bank settles all ACH transactions by the effective date. Files must be received by the following times with the correct effective date to ensure same-day processing:

- Transmit through SinglePoint by 7 p.m. PT, Monday through Friday.

Wire

Internal transfers can be performed within SinglePoint or our batch wire service. Funds are immediately available upon completion of a book transfer; for maximum flexibility, funds movement can also be future dated up to 30 days in advance. Users can create book transfers on a single page or from a template. Intercompany transfers do not need to be advised to ensure same day value.

Wires need to be received into the wire system by the cut-off times defined. The wire will also need to be initiated and approved by the cut-off times for same day value.

- The cutoff times for same-day outgoing international wire transfers is 3 p.m. PT for USD and 2 p.m. PT for foreign currency wire transfers.
- The cutoff times for future-dated outgoing international wire transfers are 4 p.m. PT for USD and 2 p.m. PT for foreign currency wire transfers.

- Incoming wire transfers are credited on the day and at the time they are received up to 4 p.m. PT for USD and 2 p.m. PT for foreign currency wire transfers.

13. Transfers to/from the Local Agency Investment Fund ("LAIF")

- a. Describe the process the City would follow to transfer funds to LAIF from your bank.

To initiate a LAIF transfer, the City calls the State's LAIF Desk. The State will notify U.S. Bank of LAIF transaction request by 11:30 a.m. PT. Our Service Banker then uses an online system for LAIF transfers. This enables U.S. Bank to add a descriptor on the City's bank statement identifying the LAIF transfer. The City can follow-up directly with our Customer Service.

- b. Describe the process the City would follow to transfer funds from LAIF to the City's account.

To initiate a LAIF transfer, the City calls the State's LAIF Desk. The State will notify U.S. Bank of LAIF transaction request by 11:30 a.m. PT. Then our Service Banker uses an online system for LAIF transfers. This enables U.S. Bank to add a descriptor on the City's bank statement identifying the LAIF transfer. The City can follow-up directly with our Customer Service.

- c. Would the City need to wire funds to LAIF or is an internal account to the State account used?

An internal account will be used for LAIF transfers. The City will be charged an internal wiring fee for each transfer.

- d. What is the cut off time for same-day transfers to LAIF?

For same day transactions, please call LAIF by 10 a.m. PT.

14. Statements & Documents

- a. How soon after the cut-off date are the following items ready?

	Online	By Mail
Bank Statement	Second day following month end	Mailed 3 business days after the cutoff.
Account Analysis Statement	Nine days	Mailed 3 business days after the cutoff.
Partial Reconciliation Information	Two days	Five days
Full Reconciliation	Two days	Eight days

15. Online Reporting System

- a. Describe the reports that will be available to the City through the bank's balance reporting system. Include sample reports.

The diagram below shows the services available through SinglePoint.



SinglePoint Sample Reports

Previous Day

- Previous Day Summary and Detail
- Previous Day Summary (only balances and status fields)
- Previous Day Detail (only transactions)
- DDA Checks Paid
- ACH Return and NOC
- ACH Healthcare Claim Payment
- ACH Secured Funds Report
- ZBA Daily Cash Report
- ZBA Accounting Report

Current Day

- Current Day Summary and Detail
- Current Day Summary
- Current Day Detail (No list screens)
- ACH Summary and Detail
- Controlled Disbursement/Draft Summary
- Controlled Disbursement/Draft Detail
- Lockbox Summary
- Lockbox Detail
- Wire Detail
- Wire Detail New — only shows new wire transactions since the last time the report was pulled

Special

- Account Analysis (available in PDF, Text and CSV formats)
- ACH Data Capture Report (ACT)
- ACH Filter Rejected Item
- ACH Received Items

- ACH Redeposit
- ACH Return and NOC (ACE)
- ACH Settlement (CAR)
- ACH Transaction Capture
- AFS Loan Balance and History
- AFS Loan Balance
- ARP Deposit Reconciliation
- Controlled Disbursement Presentment Comparison Detail
- Consolidated Returns
- DDA Statement (available in PDF, Text and CSV formats. *Note: Source data is SinglePoint's Previous Day information*)
- E-Lockbox
- EDI Remittance
- EDI Supplement
- FCA Monthly Account Statement
- Image Cash Letter Administrative Returns
- Image Cash Letter File Acknowledgement
- Lockbox Custom
- Stop Payment Expiration
- Zero Balance Account

b. What levels of authorization (i.e. accounts view, transaction capabilities, etc.) can be permitted or turned off for individual users?

The SinglePoint system administrator serves as your security manager. U.S. Bank assigns the system administrator at setup after all necessary clearance documents are processed. The City also has the ability to setup system administrators after the initial setup.

The system administrator:

- Creates, modifies and deletes SinglePoint users
- Requests and maintains tokens, required to initiate payment transactions
- Sets and modifies user payment and transaction quantity limits
- Assigns user access to services and accounts
- Assigns initiation and approval entitlements
- Sets approvals for payments
- Reorders and renames accounts
- Sends password reset requests for own and other users' passwords when necessary. Regular users can change their own passwords within SinglePoint or using the *Forgot Password* tool.

Audit features include:

- User activity audit reporting for all of the services
- Token maintenance and status reports
- User profile reports
- Account profile reports
- Service profile reports

SinglePoint' Sub-system Administration feature allows the City to create a second level of system administration to support a tier structure of accounts. It is perfect for customers with multiple divisions and decentralized operations, allowing division heads to manage their own users and accounts for decentralized operations.

The City may also designated specific user levels based on their job functionality. These functions may be turned off or on by a System Administrator.

c. Can the City designate administrators? What capabilities and functionalities do administrators have (i.e. adding new users, removing users, settling authorization levels, etc.)?

Yes, the City designates an administrator. SinglePoint provides a system administration service that your administrator uses to add, configure, modify and remove users online in SinglePoint. No contact with U.S. Bank is required to add or delete users.

The Sub-system Administration feature allows the City to create a second level of system administration to support a tier structure of accounts. This feature is perfect for the City's multiple divisions and any decentralized operations, allowing division heads to manage their own users and accounts.

- Full system administrators (e.g., corporate level) can designate sub-system administrators (e.g., business division level) to have access to control accounts, users and tokens in their business divisions.
- Sub-system administrators manage tokens, user profiles and audit reports for the users in their business division only.
- Full system administrators have access to the System Administration functions within SinglePoint, including Manage Users (all users including sub administrators), Manage Global Settings, User/System Audit Reporting and Administer Tokens.
- Sub-system administrators have access to the System Administration functions, including Manager Users, System Audit Reporting and Administer Tokens for users and account within their subgrouping.
- If the user is set up to initiate payment transactions, then the system administrator must request a token from U.S. Bank after the other setup activities are completed and approved.
- At setup, U.S. Bank will create regular users and one or more system administrators based on your request in the setup documentation.
- A system administrator or sub-system administrator can then initiate an action to add, modify or delete a user. The second system administrator must approve the addition or modification.
- For additional security, SinglePoint's System Administration is set up with dual authorization. One system administrator or sub-system administrator can create or modify a user and a second system administrator or sub-system administrator must approve the change.
- After initial setup, all user maintenance activity is supported online via SinglePoint.

d. What transaction types are reported in previous day reporting? What previous day reports are available? Provide samples of previous day balance and transaction reports.

Previous Day summary reporting within SinglePoint includes:

- Ledger Balance
- Opening Collected Balance
- One Day Float
- Two Day Float
- Three Day + Float
- Collected + One Day Float
- Total Credits
- Total Number of Credits
- Total Debits
- Total Number of Debits
- MTD Average Collected
- MTD Average Negative Collected

- Opening Ledger Balance (optional)

Previous Day transaction detail reporting within SinglePoint includes:

- ACH debit and credit transactions (addenda are reported on the EDI Remittance report or can be added to previous and current day reporting).
- Coin and currency purchases
- Complete wire transfer transaction details
- Controlled Disbursement Presentments
- Checks Paid
- Deposited Items Returned
- Location Numbers
- Lockbox Deposits
- Wire Transfer Credits
- Wire Transfer Debits
- ZBA Credits

Please see the **Exhibits** section for **Previous Day Sample Reports**.

e. What time is previous day information available?

- Previous day information is available by 5 a.m. PT.

f. What transaction types are reported in current day reporting? What current day reports are available? Provide samples of current day balance and transaction reports.

Current Day summary reporting within SinglePoint includes:

- Opening Ledger Balance
- Opening Collected Balance
- Current Day Credits
- Number of Credits
- Current Day Debits
- Number of Debits
- Interim Ledger
- Interim Collected
- Interim 1 Day Float
- Interim 2 Day Float
- Interim 3+ Day Float

Transactions detailed in SinglePoint's current day reports include:

- ACH transactions
- Wire transfer transactions
- Controlled Disbursement Check Debits
- Lockbox Deposit
- Other Paper Deposits
- Book Transfers
- Foreign Exchange and Global Trade
- Federal Reserve Bank Settlement Activity
- Other Items (e.g., ATM, phone and branch-initiated transactions)

Current Day reports include:

- Current Day Summary and Detail

- Current Day Detail
- Current Day Summary
- ACH Summary and Detail
- Controlled Disbursement/Draft Summary
- Controlled Disbursement/Draft Detail
- Lockbox Summary
- Lockbox Detail
- Wire Transfer Detail
- Wire Transfer Detail New (Includes only new data since last report was retrieved)

Type of Data	Update Schedule
Wire transfer information	Updated continuously and in real time.
ACH Data	Updated twice during business hours: 5 a.m. and 8 a.m. PT.
Deposit reporting	Continuous and updated according to site-specific schedules.
Lockbox	Continuous and updated according to site-specific schedules.
Controlled Disbursement	Data is updated twice daily according to the site schedule list in the table below.
Foreign exchange and global trade, Federal Reserve Bank Settlement Activity	Updated upon login to banking system
Other items, such as ATM, phone and branch-initiated transactions	Updated upon login to banking system

Please see the **Exhibits** section for **Current Day Sample Reports**.

- g. In what file formats can transaction data be downloaded? Can activity be downloaded into Excel?

CSV and BAI are generally available to export from SinglePoint and import into the City's systems. We also offer human readable PDF, text and browser versions of reports (the browser version is in HTML format and looks similar to the PDF version without forced page breaks).

- h. Please complete the following table indicating how long each item is available online? Differentiate between the standard term and the terms available for an additional fee.

	Standard Term (included at no additional cost)	Optional Terms Available
Current Day Reporting	10 days	90 days 6 months 12 months 18 months (2017) 24 months (2017)
Prior Day Reporting	60 days	90 days 6 months

	12 months
	18 months (2017)
	24 months (2017)
Monthly Account Statements	12 months
Images of items Deposited at Branch or Vault	Seven years
Images of Items Deposited with RDC	Two years

Please see the **Exhibits** section for pricing for fees.

- i. Describe the process of locating a cancelled check online. What types of indexing capabilities are available within the bank's system to identify the desired check image?

The City may locate images of cancelled checks through SinglePoint, Image File Delivery or Image Archive CD-ROM.

U.S. Bank recommends utilizing our SinglePoint Image Access services. SinglePoint Image Access is an online service that includes image search and retrieval. The City can view, save and print images of checks, deposit tickets and other paper receipts. Paid check images are accessible from a number of different services within SinglePoint and are generally available for seven years from process date. Images are also available through the Information Reporting module on SinglePoint for 45 days.

The City may also receive a CD-ROM or Image File Delivery of all checks paid during the last statement cycle. Each fully-indexed CD-ROM holds up to 20,000 check images. U.S. Bank's image products are indexed from standard fields on our CD-ROM and SinglePoint services.

- Account number
- Date
- Check serial number
- Dollar amount
- Sequence number

In addition, the City may contact Government Customer Service to access images of cancelled checks for up to seven years.

- j. Can electronic reports be customized by users within the bank's online platform? Can these customized reports be saved?

Yes, SinglePoint allows the City to create custom reports based on customer-specified criteria. Also, the City may save the filters they build and share them with other SinglePoint users. Criteria available for customization include:

- Account —Remove and reorder accounts in a report
- Date range
- Transaction types (BAI codes)
 - Summary code groups
 - Transaction detail groups
 - Individual BAI codes
- Transaction amount or range of amounts
- Transaction reference number or range of transaction reference numbers

Additional customization is available for exporting files in CSV format, allowing the City to remove fields and designate field position order.

- k. **Can electronic reports be scheduled to be generated automatically and e-mailed to designated users?**

SinglePoint External Messaging is an optional service that notifies you when reports are ready. It keeps you informed when you are on the go or when you're not logged in. You can choose to receive alerts and notifications via email, text or fax. Messages can be delivered every time an event occurs, every 30 minutes or every hour. The City can choose which messages to receive and the frequency you would like to receive them.

- l. **Describe any recent or upcoming major upgrades to your online reporting system.**

U.S. Bank has offered information reporting services since the 1980s. In 2005, all U.S. Bank customers benefited from a major upgrade of its information reporting services in SinglePoint, the proprietary web portal developed by U.S. Bank staff. We also implement feature functionality releases quarterly. Many of these new features are driven directly by customer requests.

Within SinglePoint LaunchPoint, the user receives notification of any upcoming upgrades.

- m. **Please provide statistics regarding system downtime for the period of October 2014 – April 2016. (i.e. How often has system been down, for how long, how many clients were affected, etc.)**

SinglePoint maintains over 99 percent application availability, as shown in the chart below.

Standards	SLA Standard	February 2016	March 2016	April 2016
SinglePoint Application Availability	99.5%	100.0%	100.0%	100.0%
SinglePoint Current Day	99.0%	99.4%	97.9%	99.6%
SinglePoint Prior Day	99.0%	99.5%	99.5%	99.8%
SinglePoint Special Reports	99.0%	99.5%	99.7%	99.9%

16. Reconciliation Services

- a. **Does the bank offer partial and full Account Reconciliation Program (ARP) services? Please discuss options.**

Yes, U.S. Bank offers Partial ARP, Partial Positive Pay, Full ARP and Full Positive Pay services. This set of services is optional. However, U.S. Bank strongly recommends that the City take advantage of the Positive Pay service as a component of your overall ARP package.

Positive Pay is the best and most affordable protection against fraudulent check activity. If the City chooses not to use Positive Pay services, the City is responsible for — and more susceptible to — fraudulent activity within your accounts.

- b. **What report options are available for partial and full reconciliations? Provide sample reports.**

Yes, full and partial reconciliation and positive pay services are offered.

Please see the **Exhibits** section for **Account Reconciliation Sample Reports**.

c. Describe the bank's deposit reconciliation services. How are daily deposits reported?

U.S. Bank Deposit Reconciliation provides enhanced reporting that can be used to track and reconcile deposits for operations with multiple departments, stores and locations. Deposit Reconciliation service can increase your organization's control over depository activity by allowing you to make deposits for multiple locations into a single U.S. Bank account and still identify deposited funds by company location, store, department, or date of deposit.

Each location has a unique store location number in the serial number field on the deposit ticket. The reports identify the location, date of deposit and dollar amount for each transaction. Miscellaneous debit and credit reports also identify the type of transaction (e.g., coin and currency, returned items). Reporting of merchant card information is also available.

U.S. Bank Deposit Reconciliation gives a complete overview of your organization's deposits, location by location, for each statement period. Specially coded deposit slips eliminate the need for multiple accounts. Our flexible reports enable you to track volume and activity cycles at each of your locations or income sources. Benefits can include:

- **Centrally monitor all deposits**—Allows you to make deposits from multiple locations into a single U.S. Bank account and identify deposited funds by company location, store, department or day of deposit.
- **Useful treasury management tool**—A single account makes it faster and easier for you to determine cash availability for investment decisions and financial forecasting.
- **Detailed reports are available based on your timing requirements**—The following reports are available at the preferred frequency: monthly, semi-monthly or weekly.
 - Deposit Debits—Shows the itemized detail of non-check debits by location
 - Deposit Credits—Lists miscellaneous credits (non-deposits) by location
 - Deposit Detail—Indicates customer deposits by location
 - Deposit Recap—Recap of deposit detail by date for each location
 - No Activity—Lists locations that did not have any activity during the current reconciliation period
- **Variety of output options**—Receive your deposit reconciliation reports via hard copy, SinglePoint Information Reporting or direct transmission.
- **Optional merchant and ATM card reporting**—Credit card and ATM card deposits by location can be included in your deposit reconciliation reports as an optional service. This provides a complete picture of your depository activity by location and in aggregate.

d. Are the reconciliations systems integrated for check, ACH, and wire transfer?

U.S. Bank's check system is fully integrated with wire transfers and ACH.

17. Bill Payer Systems

a. Does the bank work with third-party "bill payer" systems to receive payment and remittance information electronically? If so, describe the service.

No third party services will be used; all proposed services are processed in house by U.S. Bank employees.

b. Which clearing networks do you work with?

U.S. Bank E-Lockbox currently receives and processes payments initiated by consumers from all Financial Institutions in the United States. In addition, our reach also includes payments consolidators and core processors that serve most Financial Institutions. We also receive payments from third-party payment originators that support a variety of payments channels available to consumers including cash payments. As a participant in the payment network, we are able to offer a comprehensive coverage for all consumer bill payments initiated from almost all Financial Institutions that offer online bill pay service to their customers.

c. What information can you provide from the clearing network, and in what format(s)?

U.S. Bank generally feeds information that is put in by the consumer on the financial institution's bill pay system. This information includes name, date, account, dollar amount, address (if provided) and memo (if provided). On the same day payments are received, we electronically credit your designated U.S. Bank account. The remittance data is transmitted to you in an EDI 820 or other mutually acceptable file format.

18. Purchasing Card Program –

a. Describe the bank's capabilities and experience with purchasing card and electronic payable solutions.

U.S. Bank provides clients access to the most comprehensive suite of payment solutions in the industry, ensuring the City program can grow with one provider. You are invited to visit our website at www.usbpayment.com to explore our superior product suite. The primary products offered are listed below.



U.S. Bank Payables Solutions



The U.S. Bank Purchasing Card streamlines the purchasing process and empowers your supply chain management strategies. By using U.S. Bank Purchasing Cards to place orders, the costs associated with processing requisitions, purchase orders and check requests are dramatically reduced. The program simplifies and enhances all aspects of the purchasing process,

including policy compliance, vendor negotiations, transaction monitoring, security, reporting and payment. Additional features of the U.S. Bank Purchasing Card include:

- Worldwide acceptance
- Online reallocation tool
- Comprehensive spend reporting
- Financial systems integration
- Transaction and spend limits
- Enhanced data capabilities
- Experienced technical consultants
- Tax and compliance management tools



Access® Online PAYMENT PLUS

The U.S. Bank Access® Online Payment Plus functionality is a natural progression of purchasing card functionality. It combines the control and automation of client purchasing and payables systems with the simplified payment and rebate opportunity of purchasing cards. Additionally, Payment Plus is now offered for T&E programs. Through the use of pre-authorized limits and single-use accounts, Payment Plus enables the following benefits:

- Further automation of payment
- Reduction of paper including check payments
- Increased control and reduced risk
- Working capital optimization
- Fully aligns with purchasing card categories
- Increased rebate opportunities



The U.S. Bank Managed Spend Card efficiently manages outlying expenses. The managed spend card is a flexible payment tool that can support a variety of budgetary requirements. Similar to traditional purchasing or travel card programs, managers can customize controls such as cash guidelines and merchant category code blocking while setting firm credit limits and/or fund expiration dates. It is an excellent payment option for:

- Industry allowances for employees (clothing, equipment, etc.)
- Employee relocation expenses
- Consultant fees or expenses
- Grants or special projects
- Office furniture or equipment expenditures
- Office relocation or refurbishment
- Declining balance feature

b. What card platform(s) does your program employ (e.g. MasterCard, Visa, American Express, or other)?

We choose to issue both Visa and MasterCard, allowing our clients to select between two programs with unsurpassed merchant acceptance. The City's Cal-Card program is on the Visa platform, and we recommend you continue using this program.

Considered a staple of the commercial card industry, Visa and U.S. Bank have a long standing partnership. We are one of the world's largest Visa commercial card issuers. Through its acceptance, convenience, choice and security, Visa offers support that U.S. Bank is proud to recommend to the City.

U.S. Bank Visa commercial cards provide the City with access to the world's largest acceptance network, with more than 42 million merchant and cash locations in more than 200 countries and territories. Visa has become the U.S. segment leader in terms of general purpose cards and volume, and emerged as the leader of the U.S. commercial bankcard segment.

Visa is an innovator. In recent years, Visa broke the long-standing barrier to card acceptance by fast food restaurants and taxi companies. Efforts are being made to enable recurring payments in the telecommunications, insurance and publications/subscriptions merchant segments.

In addition, Visa captures enhanced data for millions of merchants to help provide the City the information needed to track and analyze spending. Furthermore, Visa provides level II detail for more than 2.7 million merchants, and level III summary data for more than 2.4 million merchants.

Visa has blazed the trail of best practices for the use of cards by public and private sector entities by sponsoring the 2008 Best Practices Study by Deloitte. The study included private sector use of corporate and purchasing cards. Visa has used it to create a comprehensive website on best practices which can be accessed by issuers and clients. Through the promotion of the best practices study, Visa has significantly expanded the use of commercial cards by state and local governments, as well as higher education.

c. **Provide an overview of software/web based card program management system that supports the firm's purchasing card program.**

Access® Online, our proprietary system for program management and reporting, provides the backbone for U.S. Bank's commercial payment solutions. Recognized as best-in-class, Access Online provides all the tools our clients need to manage their commercial card programs.

Access Online offers a feature-rich platform that is easily tailored to meet the unique needs of U.S. Bank clients. The City will choose the features and functionality that best support and enhance your business processes. Access Online offers effective and efficient management controls as well as complete integration with client financial systems. Features of Access Online's core functionality include:

- **Account Setup and Maintenance**—Set up and edit accounts and user profiles in real time
- **Transaction Management and Approval**—Leverage transaction management capabilities to reflect the City's processes and requirements
- **Accounting Code Validation**—Automate the allocation process and reduce manual intervention
- **Reporting**—Run comprehensive standard reports in real time, define ad hoc reports, and schedule recurring report delivery
- **Financial Extracts**—Extract the data you need in a format that integrates with your financial system
- **Order Management**—Connect your commercial card program and eProcurement solution by automating accounting code allocation and facilitating order and transaction reconciliation
- **Data Exchange**—Transfer frequently used files such as statement billing files, general ledger data feeds and custom reports with Access Online Data Exchange

d. **Program Administrator**

i. **What capabilities and functionalities do Program Administrators have (i.e. adding new cardholders, adjusting credit limits, reviewing activities)?**

Access Online offers a feature-rich platform that is easily configured to meet the unique needs of our clients. The City will choose the features and functionalities that best support and enhance your business processes. Access Online offers effective and efficient management controls, allowing multiple users within your organization to efficiently manage accounts, effectively manage transactions and establish workflow. When using Access Online, functionality can differ between user groups, such as:

Program Administrators	Managers	Cardholders
<ul style="list-style-type: none"> • Establish and maintain cardholder accounts • Manage system access and user entitlements • Establish policies, procedures and workflow • Maintain cost allocation coding, lists and rules • Generate reporting • Schedule financial extracts • Integrate data into financial systems 	<ul style="list-style-type: none"> • Review and approve cardholder maintenance requests • Visibility into cardholder activity • Review and approve cardholder transactions • Generate reporting 	<ul style="list-style-type: none"> • View online statements • Review and dispute transactions • Add comments and user line-items • Reallocate transactions • Pay individual bills online • Manage account details and update demographic information • Establish language preference • Update Account Address

The following items can be changed or added by the Program Administrator via Access Online. These changes are real time.

- **Limits/Cash Access**—Adjust total credit limit, adjust single purchasing limit, add cash withdrawal access or remove cash if cash is available on program
- **Demographic information**—Alter address, phone, alternate phone, email and two optional fields for employee ID or other
- **Reporting hierarchy**—Move cardholders within the reporting or processing hierarchy. Some hierarchy changes are queued up to take place the day after cycle for billing purposes, rather than in real time.
- **Account Setup/Cancel and Card Order**—Set up new accounts and order cards, enter desired embossing text, cancel accounts and reopen previously cancelled accounts
- **MCC Group changes**—Alter MCC groups assigned as open or closed on an account within the limits established by the organization (corporate liability only)

Other controls can be changed upon request through the Account Coordinator team and typically will take effect the next day. Overarching changes need to be made through your Relationship Manager.

ii. **Will Program Administrators be able to adjust restrictions and controls on individual cards?**

Yes. The City will have the flexibility to establish predetermined spending and transaction limits on each card, eliminating the need for requisition and purchase order approvals while enhancing security.

All controls can be set down to the individual cardholder level and can be modified on an ongoing basis. Some of the control features we provide include:

- Merchant Category Code (MCC) Blocking
- Velocity Monitoring
- Cardholder Single-Purchase Limit
- Cardholder Monthly Spending Limit
- ATM Blocking

- Pre-Determined Expiration Dates
- Declining Balance Capabilities (North America Only)
- Account Maintenance Effective Dating (temporary and future adjustments)

The City's Program Administrators can request changes to any of the above controls at any time using Access Online or by contacting customer service. Changes affecting a large number of cardholders can be processed more efficiently by requesting the changes through the Account Coordinator team.

iii. **How long will it take the changes to be effective?**

Changes made in Access Online take effects in real time.

e. **Reporting**

i. **Describe the online reporting provided to cardholders and administrators. Provide sample reports.**

Comprehensive reporting is vital to our clients for effectively managing their payment programs. With Access Online's exceptional reporting tool, clients can run predefined standard reports or create organization-driven ad hoc reports with 24 months of transaction data available online.

Access Online means immediate access to your transaction data, allowing the City to run reports whenever needed. Access Online's highly intuitive user interface makes it easy for our clients to access their vital program data. Users simply select from a list of reports, define specific selection and sort options, and choose an output type.

Report Categories

Report categories available include:

- **Program Management Reports**—Enable the City to support general program management activities and monitor compliance with organization policy. Program performance indicators can highlight important trends that our clients can use to proactively manage their accounts. Program Administrators gain access to information on every type of account activity.
- **Financial Management Reports**—Allow the City to access transaction management activity information. These reports can be used to determine if cardholders are properly managing their accounts and ensure that expenses are being assigned to the proper cost centers.
- **Supplier Management Reports**—Enable the City to manage supplier relationships, support supplier negotiations and manage spending by category. Supplier management reports are used to analyze the overall effectiveness of our clients' supplier strategies and identify overall performance issues and opportunities. Our clients are armed with actual program performance information that can be leveraged to drive supplier behavior and positively impact supplier negotiations.
- **Tax and Compliance Management Reports**—Assist the City with monitoring expenditures, tracking variances and managing account allocations. Tax and compliance management reports can be used to ensure that our clients' programs are operating in accordance with U.S. Federal Government standards and requirements.
- **Administration Reports**—Allow Program Administrators to support system functionality, including accounting code and user management.

Custom Reporting

In addition to these standard reports, Access Online offers the following ad hoc reporting and scheduling options:

- **Flex Data Reporting**—This Access Online feature puts the control in the user's hands, so they can define what they want to see in a report. By setting the report context — date ranges, processing or reporting hierarchies and more — users are able to choose the amount of data. By defining report content (fields to include or calculate) users ensure the information they need — and only the information they need — is in the report. Users can define a logical grouping of data, and at what level it should be subtotaled.
- **Report Scheduler**—This Access Online feature is available with our standard reports and allows Program Administrators to schedule reports to run once or on a recurring basis. Additional features include:
 - Reports can be delivered to multiple recipients
 - Recipients can be notified via email when the report is available
 - Access to functionality is controlled by Report Scheduler entitlement

Report Formats

All reports are parameter-driven and offer a high degree of flexibility and variety of output formats, all fully exportable and viewable online. Reports are available in the following formats:

- **Browser**—Browser-based reports open in the user's existing internet browser, requiring no additional software. Some reports take advantage of drill-down links for additional detail.
- **PDF**—PDF reports are readily formatted for printing, downloading or email exchange.
- **Excel**—Excel-based reports use a spreadsheet structure for ease of additional analysis, sorting and filtering. They are also useful for export to third-party applications.
- **Active**—Active reports use dynamic HTML to display using the existing browser but also offer interactive features including on-demand sorting, filtering, charts, graphs and export to XML and CSV.

Reports can be delivered via the following methods:

- **Internet**—Access Online is a web-based system, which allows the City 24/7 access to reports
- **Access Online Secure Mailbox**—The City will receive email notification when reports are available for viewing in your Access Online mailbox. U.S. Bank does not distribute actual reports via email due to security concerns
- **Data File**—U.S. Bank will provide a data file at a frequency level directed by the City
- **Access Online Data Exchange**—Scheduled reports are only delivered through Access Online Data Exchange. Access Online provides 128-bit SSL data encryption

Benefits

In short, Access Online's Management Reporting:

- Meets our clients' unique reporting needs with customized reporting tools
- Measures and monitors program performance
- Identifies unique spending patterns and preferred supplier opportunities
- Eliminates hard-copy report distribution
- Makes monitoring purchasing and travel program compliance easy
- Provides online access to 24 months of transaction data

- ii. Does the online reporting system provide real-time information on transactions? If not, how long does it take transaction data to become available?

Transactional data is accessible in real time for transaction management purposes once it has been received from the merchant. Once a transaction has posted, all actions on the transactions (for example, reallocation) are effective immediately and in real time. For reporting and analysis purposes, data is updated each weeknight.

f. Travel Cards

- i. For employees using the card for travel expenses, what additional protections (i.e. lost baggage protection) are provided?

Insurance Type	Description (U.S.)
Liability Waiver Insurance	Up to \$100,000 USD per cardholder
Travel Accident Insurance	Up to \$500,000 USD per cardholder
Baggage Insurance	Up to \$1,250 coverage for lost bags
Medical Expenses	Medical referrals offered at no charge
Legal Expenses	Legal referrals offered at no charge
Auto Rental Insurance	Coverage for collision, theft, vandalism, appraisal fees and loss of use

- ii. What are the liabilities of the City and employees in the event of fraud, abuse, or loss of a card?

State of California Local Government participants have two options when it comes to using CAL-Card for travel:

- 1. Individual issued cards for travel**—Corporate Billed/Corporate Liability
- 2. Central travel accounts**—Corporate Billed/Corporate Liability

The CAL-Card program is issued exclusively with Corporate Liability. While the City can issue individual cards for travel, the Individual Liability/Individual Billed feature is not an option on this contract. If you want to use CAL-Card for travel, the transactions will still be Corporate Billed.

U.S. Bank absorbs all fraud losses. Neither the City nor your cardholders will be held liable for fraudulent charges made to a promptly reported lost or stolen card.

The City's liability risk can be reduced through the use of our liability waiver program. This program allows companies to request that Visa waive the City's liability for unauthorized charges made by cardholders. To qualify for the coverage, the cardholder's employment must be terminated. Maximum coverage is \$100,000 per cardholder account. Eligible charges are those incurred by the cardholder 75 days prior to termination, through 14 days after, provided U.S. Bank is notified within two business days of termination.

- iii. Do you offer an expense reporting module that allows users to identify and code charges for automatic entry into the City's general ledger?

U.S. Bank will work with the City to integrate your commercial payment program information with your organization's financial systems. From accounts payable to electronic expense

reporting and eProcurement, U.S. Bank has successfully integrated our solutions with all major financial systems, including JD Edwards, Oracle, PeopleSoft and SAP.

Effective financial extracts contribute to increased processing efficiencies and cost savings. Access Online allows the City to extract the data you need in the most efficient, convenient format, providing a wide variety of financial extract options to meet your specific integration requirements. Options for financial extracts include:

- **Standard financial extracts**—Standard financial extracts are appropriate for clients desiring a quick to implement, low maintenance, automated extract solution. If a standard financial extract is appropriate for the City, you will receive a basic financial extract at the end of each cycle in a format that is compatible with your systems.
- **General ledger extracts**—General ledger extracts directly integrate with the City's general ledger system. The City controls where transactions are allocated, how extracts are structured and when data is delivered. This option provides more control over the City's transaction data. If the City receives a daily general ledger extract, you can customize the daily file by choosing a specific number of previous days to include in the file. The City can receive general ledger extracts daily or at the end of each cycle.

Output Format

The City can choose the output format that best suits your needs. The output file format indicates the unique positioning and layout of data within an extract file. File transmissions methods include: HTTPS, Secure FTP, Secure AS2, Native FTP, Connect:Direct, VAN, Async or BDC. Additionally, U.S. Bank offers secure mailboxes via Access Online Data Exchange. During implementation, U.S. Bank will work with the City to determine and set up the best transmission method based on your needs. U.S. Bank offers four primary output file types:

- **Statement Billing File 2.5 (SBF 2.5)**—SBF 2.5 is a U.S. Bank standard statement file that contains transaction data with allocation information. Clients primarily use this format to populate their general ledger with transaction information.
- **U.S. Bank Commercial 1.0 (USBC1)**—This standard file format contains transaction, account, hierarchy, level II and level III data for both corporate and purchasing card programs. This file type also supports the inclusion of allocation data from Access Online.
- **U.S. Bank Commercial 2.0 (USBC2)**—This file type accommodates Access Online Payment Plus and Order Management programs. USBC2 is based on USBC1 with the addition of user line items, Payment Plus or Order Management data.
- **RCON1 Standard Extract**—The Access Online Standard Extract File RCON1 file is a fixed-length (multiple record-type) ASCII text file. The user can extract the file daily or monthly. The file contains:
 - Basic transaction detail data and the matching payment instruction (PI) and payment request (PR) data
 - Enhanced reconciliation data for transactions that are divided and matched to multiple PIs and PRs

iv. **Can this expense reporting module be customized to reference the City's general ledger account numbers?**

Yes. The City's users can allocate transactions or expense reports using up to eight general ledger segments. The City can establish specific transaction allocation rules for automatic allocation of transactions and expense reports based on specific attributes.

v. Can a receipt image be uploaded into the expense reporting module? If so, how?

Yes. Receipt imaging functionality is available through the U.S. Bank Expense Management solution.

The process for uploading receipt images in U.S. Bank Expense Management is as follows:

Step 1—Select the account statement or the expense report to view the Manage Receipt Images link

Step 2—A pop-up screen will appear with a link to Upload a New Image

Step 3—Select Receipt in an appropriate format type

Step 4—Assign to Transaction(s) by selecting the items presented in the account statement or expense report. A paper clip icon identifies the transaction with the receipt.

Receipts associated with transactions can be viewed on the Transaction Details screen, whereas receipts associated with expense reports can be viewed in the Expense Report screen.

U.S. Bank Expense Management is user-friendly and does not require costly training; self-paced learning tools are readily available. U.S. Bank will engage you in a step-by-step deployment process, ensuring that your program is designed to meet your organization's needs. If you wish to utilize this solution, an annual fee of \$40 per card or account will be assessed.

vi. Does your firm offer a mobile application to upload receipt images?

Yes, receipts can be uploaded from a mobile device.

vii. Is there an integrated expense approval process?

Yes. The following system features assist with expense approval:

- **Approval Hierarchy Setup**—The system can accommodate two levels of hierarchy expense approval, with up to three approvers.
- **Default Expense Coding**—The City can establish specific transaction allocation rules for automatic allocation of transactions and expense reports based on specific attributes. The system can accommodate eight financial segments with the ability to add an unlimited number of codes.
- **Policy Rule Violation Tagging**—System can automatically color code or tag transactions to indicate possible compliance violations. Policy rules can be constructed using the following criteria: supplier, merchant category code, day or week.

viii. Does the expense reporting module send reminders or management reports to encourage the timely submission of expense reports?

Yes. Emails can be delivered to managers when expenses are submitted for approval. Employees receive email notification when expenses require further action from managers.

ix. Are there any costs to the City for the expense reporting module?

No, there are no costs for use of the expense reporting module, Access Online.

g. Purchasing Cards (Physical Cards)

- i. What are the liabilities of the City and employees in the event of fraud (by a non-City employee), abuse, or loss of a card?

The U.S. Bank Purchasing Card program features corporate liability, where the City is responsible for payment in full of all charges. However, neither the City nor the cardholder will be held liable for fraudulent charges made to a lost or stolen card. Lost or stolen cards should be reported and canceled immediately. Unrecognized charges must be disputed within 60 days of the date of the statement on which they appear.

To protect the City against cardholder misuse, we offer \$100,000 automatic Liability Waiver Coverage at no cost. To qualify for the coverage, the cardholder's employment must be terminated and eligible charges are those incurred by the cardholder 75 days prior to termination through 14 days after termination, provided U.S. Bank is notified within two business days of termination. If the City chooses to not take advantage of the Liability Waiver program, the charges will be the responsibility of the City.

- ii. Do you offer reporting capabilities that allows card holders/departments to identify and code charges for automatic entry into the City's general ledger?

Yes. We can support default coding so that when a transaction comes in for certain individuals, the system will auto-allocate based on rules we can build by MCC, Employee, Supplier, etc. the City can also advise what expense categories are needed as part of the general ledger and these will be built into our online tools. Cardholders can then see these categories to code against. Transactions can be split and we can also assign specific access to certain codes if the City has restrictions around what codes should be visible to certain employees.

The City will have the following tools to assist you in the reconciliation process:

Solution	Description
Allocation Rules Engine	<ul style="list-style-type: none"> A client-defined system that allocates transactions to appropriate cost centers, projects and expense types through client-defined rule sets Ensures minimal work is required to manage transactions
Accounting Code Validation	<ul style="list-style-type: none"> Improves the efficiency of the City's entire procurement process by automating the allocation process and reducing manual intervention Confirms the validity of accounting codes, accounting code segment values and combinations of segment values
Order Management (North America Only)	<ul style="list-style-type: none"> Gives clients access to a tool that enables order and financial data match/reconciliation to occur
Travel VirtualPay	<ul style="list-style-type: none"> Automatically reconciles travel data to the transaction data posting to the account by assigning a unique single-use account number to the booking data Eliminates the need for manual reconciliation of central bill/lodge cards, direct bill and invoicing

- iii. Can an image (such as an invoice or receipt) be uploaded into the reporting module? If so, what options (fax, mobile application, online) are available?

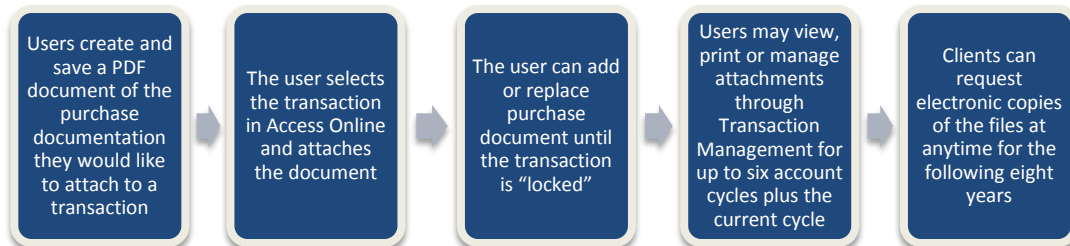
Access Online Electronic Attachments Utility

Accurate record keeping is essential to ensure the success of a commercial card program. Access Online supports your need to retain purchase documentation by allowing users to attach a PDF

to a transaction. The PDF can contain any purchase documentation needed by your organization to:

- Accurately reconcile transactions
- Recognize and report fraudulent activity
- Effectively dispute transactions
- Identify unauthorized purchases

How It Works



There is a fee of \$12 per user, per year for this functionality, as indicated in the Fee Table. Mobile Receipt Imaging will be available within the mobile app in late 2016/early 2017.

h. Electronic Payables

- (i) Describe how vendor payments made by card are initiated. Are ghost cards or one-time use cards used for payment?



**Access® Online
PAYMENT PLUS**

U.S. Bank Access® Online Payment Plus is an innovative single use account solution tool that combines the control and automation of client purchasing and payables systems with the simplified payment and rebate opportunity of purchasing cards. Payment Plus extends the value of purchasing card programs by further automating organizations' Accounts Payable payment processes, replacing traditional paper check payments with cardless U.S. Bank purchasing accounts.

Payment Plus enables the City to use current business practices, which may include processing purchase orders, receipts, approvals, coding and invoices in your system. Once approved payments are ready for processing, the City provides a file of these payments to U.S. Bank or submits a single payment instruction online. U.S. Bank then uses one or a combination of the options below, depending on supplier preference, to accommodate payment to your suppliers:

City-Initiated Payments (Straight-Through Processing)

- Funds are automatically deposited into a merchant bank account less interchange.
- U.S. Bank provides reconciliation functionality in our tools to automatically match processed supplier payment transactions with the City-authorized payments.

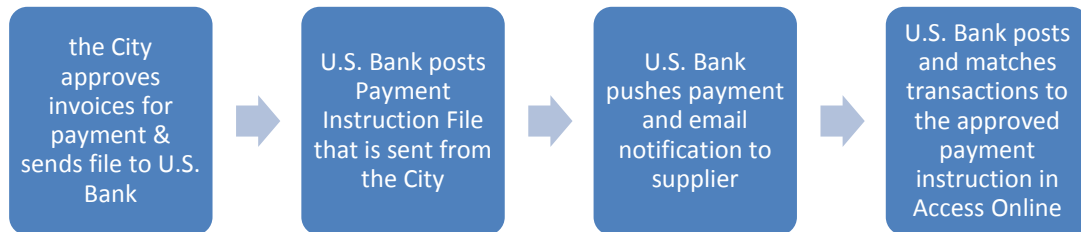
Supplier-Initiated Payments

- **Single-Use Accounts**—Unique account numbers are assigned to each approved payment transaction. Users now have the ability to request and access a virtual account on their mobile device.
- **Supplier Accounts**—Open-to-buy limits on supplier dedicated cards are dynamically increased from zero to the payment amount appearing on the City's approved payment file.
- **Pre-authorized Limit Accounts**—U.S. Bank dynamically raises credit limits on supplier-dedicated cards from zero to the amount of the payment appearing on the approved payment file received from the City.

Payment Plus can accommodate both supplier-initiated and buyer-initiated payments without the need for separate file integration.

Process Flows

City-Initiated Payments



Supplier-Initiated Payments



Benefits to the City:

Increased controls to predetermine spending limits

Extended Days-Payable-Outstanding

Reduced costs for the City by eliminating checks

Increase savings with a streamlined automated reconciliation process

Additional rebate

Benefits to the City's Suppliers:

Reduced Days Sales Outstanding

Receives payment typically within 48 hours of processed payment

Automated payment reconciliation

- (ii) Describe how suppliers receive the card number to process payment. If an email is sent, please provide an example of the correspondence sent.

U.S. Bank will send an email notification to the appropriate supplier that communicates the last four digits of the account number for the approved transaction, remittance advice for payment application and the City contact information for supplier questions and concerns. Optionally,

email notifications may also be sent to the City designated contacts for confirmation of payment availability to the suppliers.

Suppliers receiving email notifications then process transactions using the purchasing account and apply cash using remittance advice provided.

In instances where pre-authorized limit accounts are used, suppliers typically have card numbers on file and are able to process the transactions directly based on email information. When single-use accounts are used, suppliers are directed to a secure website from their authorization email where they are required to enter key information to obtain the single-use account number needed to process the transaction.

For clients that use straight-through processing functionality, email notifications are sent to your vendors as a courtesy to inform them when a payment has been credited to their account. No further action is required on the part of the vendor.

It is important to note that U.S. Bank has the ability to systematically impose timeframes for supplier payment processing to avoid lagging transactions and associated reconciliation issues.

(iii) **Who retains ownership of the vendor payment information (i.e. contact person, e-mail, address, phone number)?**

The City maintains ownership of the vendor information. U.S. Bank will build a copy of the record using this information to facilitate their virtual payments.

(iv) **Discuss your approach in recruiting vendors on the City's behalf to your firm's payables platform.**

U.S. Bank is pleased to provide supplier enablement support. We will provide the City with templates to communicate payment method changes to your suppliers, or based on the wishes of the City, we will contact suppliers on your behalf at no extra cost to you.

Our Supplier Enablement Team provides periodic updates (usually weekly or bi-weekly) on our progress with your suppliers. These processes have proven very effective in quickly converting other payment methods to Pre-Authorized Limits and Single-Use Accounts, and allow the City to steadily grow your Payment Plus program.

We currently have more than 60,000 suppliers participating in Payment Plus. This list of suppliers is growing on a daily basis. From a supplier perspective, Payment Plus does not differ in any appreciable way from a traditional purchasing card solution.

(v) **What are the steps for signing up a vendor?**

The City can use Payment Plus to pay both new and existing suppliers. The vendor master holding the City's supplier data may require updates to designate Payment Plus as an eligible payment method. The method for these updates and any other required data elements will be determined within the overall project plan, based on the unique needs of the City.

The following information is required to set up a new vendor on Payment Plus:

- Supplier name
- Supplier ID/vendor code
- Supplier address/city/state/province/ZIP/postal code

- Supplier phone number
- Supplier spend information (current approximate volume the City spends with this vendor)

The following information can be obtained but is optional:

- Supplier contact name
- Supplier contact email
- Supplier invoice number or account number

(vi) Identify the number of suppliers your institution currently has enrolled.

We currently have more than 60,000 suppliers participating in Payment Plus. This list of suppliers is growing on a daily basis. From a supplier perspective, Payment Plus does not differ in any appreciable way from a traditional purchasing card solution.

Any supplier currently accepting commercial cards is not required to enable any new technology or absorb any additional fees to participate in the Payment Plus program. We are confident that as implementation of Payment Plus progresses, the acceptance of this program will be at or very close to the high levels associated with our overall commercial card acceptance.

In addition, U.S. Bank is pleased to provide supplier enablement support. We will provide the City with templates to communicate payment method changes to your suppliers or based on the wishes of the City, we will contact suppliers on your behalf at no extra cost to you. These processes have proven very effective in quickly converting other payment methods to Pre-Authorized Limits and Single-Use Accounts, and allow the City to steadily grow your Payment Plus program.

(vii) If a supplier is already enrolled with your payables platform, describe the process for the City to pay that vendor electronically.

1) U.S. Bank will match this file against Visa database to identify:

- Suppliers that accept Visa as a form of payment. Of suppliers that already accept Visa as a payment method, we estimate a conversion rate of 25% to 40%.
- Suppliers already enrolled in Payment Plus. Of suppliers that already accept Payment Plus payments from other U.S. Bank clients, we estimate a conversion rate of 80% to 90%.

2) U.S. Bank will compare our A/P analysis against spend that is presently going through the existing purchasing card program. The analysis will compare similar periods of data.

- Reveal missed spend opportunities with suppliers already accepting the purchasing card as a form of payment. Multiple relationships with a supplier may include purchasing card, ACH and check payments.
- Identify those suppliers that represent an ideal target for the first phase of implementing a Payment Plus solution.
- Identify those suppliers that accept Visa a form of payment and represent the next target group of suppliers to target.

3) U.S. Bank will present the A/P Analysis findings to the City. During this session, we will:

- Identify opportunities for method of payment shutdown for specific supplier where the purchasing card is accepted and is the preferred method of payment for specific purchases.

- Present a plan for rolling our Payment Plus program to those suppliers already enrolled in the Payment Plus program.
- Present a plan for enrolling phase two suppliers into the Payment Plus program.
- Present a plan for engaging Elavon, U.S. Bank's merchant acquiring organization, for solicitation of suppliers that do not accept Visa as a form of payment, and which the City has targeted for participation in the Payment Plus program.
- Present a strategy regarding communication and method to communicate with enabled suppliers from phases one and two to convert to straight-through processing.

Contacting, Enrolling and Training Target Vendors

Contacting

U.S. Bank has various letter and email templates available that are used to reach out to your suppliers. These letters and templates explain the initiative, payment process and how to enroll. To enroll, the suppliers contact U.S. Bank via phone or email. Follow-up phone calls are made to suppliers that do not respond in a timely manner.

Enrolling

Once the supplier agrees to participate in the program, U.S. Bank creates a supplier record (which includes the supplier name, contact name, address, phone number and email) within Access Online. Our Supplier Enablement Team sends out instructions on how to process their payments and provides the supplier with their designated credit card number (if using our PAL accounts) or instructions on how to gain access to their one-time use account number (if using our Single-Use accounts). We then notify the City that these suppliers have agreed to participate, and the City will begin to send payments to the supplier using Payment Plus.

For suppliers who choose to be enrolled for straight-through processing, our Supplier Enablement team will submit a request for U.S. Bank's merchant processor, Elavon, to contact the supplier. Elavon will send the supplier an enrollment form that will authorize Elavon to process the credit card on their behalf and deposit the funds directly into the account of their choice. Conversion to straight-through processing typically takes two or three days.

Training and Support

U.S. Bank understands that resources are often limited. For this reason, we provide training to your suppliers. U.S. Bank has a dedicated helpdesk for supplier support, and suppliers can also respond to the remittance email they receive to process a payment. Our Supplier Support team also helps you monitor your program by proactively reaching out to your suppliers to remind them to process their payments in a timely manner and address any program concerns that may arise.

(viii) Who makes outbound phone calls to vendors (i.e. employees of your firm or a third-party)?

The Supplier Enrollment team consists of U.S. Bank employees.

(ix) How quickly do you anticipate reaching out the City's vendors? How many vendors do you plan to reach out to in 3 months? In 6 months?

U.S. Bank intends to reach out to vendors within a matter of weeks of the contract go-live date. The number of vendors contacted depends on the City's vendors and their current payment acceptance capabilities. Our Supplier Enablement team provides periodic updates (usually weekly or bi-weekly) on our progress with your suppliers.

- (x) Please provide two specific examples of a successful implementation for a client. What were the organization issues, solutions, and results of this implementation?

The Supplier Enablement team will handle all contact with the suppliers to support your enablement needs and can also work with you on shared contact strategies to leverage your supplier relationships for success. Examples of the success of this program include:

- **Large North American Foods Company**—In this instance, the client developed a letter endorsed by Senior Management offering improved supplier payment terms for suppliers willing to adopt card payments. The U.S. Bank supplier enablement team integrated this letter into a direct supplier contact campaign resulting in adoption by 2,000 suppliers and growth in their virtual card program of \$120 million.
- **Large Western U.S. Supermarket Chain**— As a large supermarket chain, the client leveraged relationships with local store suppliers to enroll them in the U.S. Bank Payment Plus Straight-through Processing program. With Straight-through Processing, transactions are processed on behalf of the merchant, eliminating any concerns with reconciliation and transaction processing timing resulting in significant process savings and improving program control. Using this approach, the client has experienced 95 percent adoption among these local store suppliers and, together with traditional card usage, now has over \$120 million in annual volume on their card program.

i. Discuss settlement terms.

(i) What billing cycles are available?

We offer 19 cycle dates, from the 6th through the 25th day of each month (exclusive of the 19th of each month).

(ii) How will the City receive billing statements?

U.S. Bank provides multiple statement delivery options to integrate with the City's data management needs.

- **Online Statements**—All statements can be viewed online through Access Online. Statements may be viewed online the morning following your billing cycle date, and are archived online for viewing or printing for eighteen statement cycles.
 - Summarizes the month's activity and details transactional information by cardholder, by division and department, depending on the cardholder setup.
 - Also provides transactions, posting dates, vendor name, city and state, and debit/credit amounts.
- **Electronic Statement Billing File (SBF)**—The SBF is an ASCII flat file with transactional details for each cardholder within a given cycle. Transactional detail includes the supplier information associated with each transaction.
 - Available through electronic file transfer or within two days after your billing cycle date.
 - Provides a single source of information for all purchase activity and can be archived to provide historical data.
 - Can be used as an interface with your internal accounting or general ledger system.
- **Electronic Data Interchange (EDI)**—EDI invoicing is available in the ANSI X12, 810 invoice format, transmitted through a value-added network.
 - Created the day after the billing cycle date.
 - A U.S. Bank EDI Administrator and your Relationship Manager work directly with the City's IS/EDI staff to fulfill EDI requirements.

- **Paper Statement**—A paper-based statement is available for each company or cardholder setup established.
 - Created the day after the billing cycle date and mailed to the City.
 - Summarizes the month's activity and details transactional information by cardholder, division and department, depending on the cardholder setup.
 - Also provides transactions, posting dates, vendor name, city and state, and debit/credit amounts.
 - Paper statements may be suppressed at the City's request.

(iii) What are the payment terms from "statement date"?

Corporate Travel Card

Payment terms are based on the billing type assigned to each card. Payment on individually billed cards is due within 25 days from statement date. Corporate bill accounts require payment in full within 14 days of the statement date.

Purchasing Card

Payments are due within 14 days from statement date.

j. **Rebate Schedule**

- (i) Please provide a rebate schedule for card from \$0 to \$75 million, include details.
- (ii) Please describe any other factors, such as average transaction size, etc., that affect the rebate amount.
- (iii) Please describe how speed of payment is calculated.

The CAL-Card is a U.S. Bank Purchasing Card offered through a State of California Master Service Agreement to State and local governments. This is through the Western States Contracting Alliance (WSCA) and is a Visa branded card. The CAL-Card is issued in the name of the cardholder and billed to the agency. The CAL-Card provides flexible spending limits and merchant category codes for each card. The CAL-Card is a payment mechanism for the acquisition of goods and services up to \$50,000 per transaction (higher limits available upon approval). Local agencies may also use the CAL-Card for travel related purchases. All State of California tax-funded agencies are eligible to participate. This program will provide you with rebates, corporate liability and you can access reports online to assist in the reconciliation process. The link to the State CAL Card site is:

<http://www.dgs.ca.gov/pd/Programs/CALCard.aspx>.

CAL-Card Program Partners

- State of California, Department of General Services, Procurement Division
- U.S. Bank
- Visa
- Participating Agency

Representatives of the Department of General Services, Procurement Division, work together with U.S. Bank, Visa and the participating agency to ensure the success of each agency's CAL-Card program.

Rebate

The following rebates are offered with CAL- Card:

- **Incentive Share Component # 1 – Participating Entity Volume - 130 bps**

- (Quarterly Volume Sales per Entity - Qualifying Large Ticket Volume) × Basis Points (percentage) = Participating Entity Quarterly Volume Incentive
 - **Incentive Share Component # 2 – Participating Entity Prompt Payment - 45 bps (1bp/day)**
 - $(45 - \# \text{ of Average Days to Pay}) / 45 \times \text{Basis Points (percentage)} \times \text{Invoice Amount (Quarter Sales Volume)} = \text{Participating Entity Prompt Payment Incentive}$
 - **Incentive Share Component #3 - Qualifying Large Ticket Transactions - 75 bps**
 - $\text{Qualifying Quarterly Large Ticket Volume per Entity} \times \text{Basis Points (percentage)} = \text{Participating Entity Large Ticket Volume Incentive}$
- a. **Earnings Credit Does the City have the option of paying the bank by “hard dollars” or compensating balances (“soft dollars”)?** Is the pricing the same for either option? If not, what is the difference?

The City has the option to pay U.S. Bank with hard dollars or compensating balances*. With the current rate environment, we recommend hard dollars. The fee pricing is the same for either option.

*Please note: U.S. Bank is offering the City an earnings credit floor rate of 0.40 percent for collected balances of up to \$5,000,000. The earnings credit floor rate is for the term of the contract. For balances over \$5,000,000, we are recommending investing in LAIF or sweeping the funds to a trust account due to current rates and collateral requirements. However, we can re-evaluate the collected balance peg if rate, collateral or market environments change.

- b. **How is your bank’s earnings credit rate determined, adjusted, and applied? Please include in the explanation the impact of the bank’s reserve requirement, the formula for converting service charges to balance requirements.**

The Earnings Credit Rate is based on short-term interest rate trends. The ECR is calculated on average positive collected balances. U.S. Bank uses a managed rate approach closely modeled after trends in short-term U.S. Treasury securities.

We use the following calculation to determine the earnings credit available to offset service charges:

$\text{PCB} \times \text{ECR} \times \# \text{DM} / \# \text{DY} = \text{EC}$, where:

- **PCB** = Adjusted Positive Collected Balance (100 percent)
- **ECR** = Earned Credit Rate
- **#DM** = Number of Calendar Days in the Month
- **#DY** = Number of Calendar Days in the Year
- **EC** = Earnings Credit

During the implementation process, your Relationship Manager will discuss the type of accounts available for the City to utilize with Earnings Credit.

- c. **Will the bank assess any balance based charge (FDIC-like, FICO, or other) to the City? If so, what is the current charge for an entire year on a \$1,000,000 balance? How is this charge computed? Is this charge assessed on ledger or collected balances?**

Yes, the FDIC assessment is a fee associated with the cost to provide deposit insurance coverage. The fee reflects once a month on your account analysis statement. The FDIC fee is assessed on the average monthly ledger balance (per \$1,000) of the account.

- d. Provide the earning credit rate history for the 36-month period from April 2013 through March 2016. Please indicate earnings credit rate for each month.

	Aug/16	Jul/16	Jun/16	May/16	Apr/16	Mar/16
\$0 to \$50M	0.18%	0.18%	0.18%	0.18%	0.18%	0.18%
\$50M to \$150M	0.20%	0.20%	0.20%	0.20%	0.20%	0.20%
\$150M to \$500M	0.21%	0.21%	0.21%	0.21%	0.21%	0.21%
\$500M to \$750M	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%
\$750M to \$1000M	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%
Over \$1000M	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%

	Feb/16	Jan/16	Dec/15	Nov/15	Oct/15	Sept/15
\$0 to \$50M	0.18%	0.18%	0.18%	0.18%	0.18%	0.18%
\$50M to \$150M	0.20%	0.20%	0.20%	0.20%	0.20%	0.20%
\$150M to \$500M	0.21%	0.21%	0.21%	0.21%	0.21%	0.21%
\$500M to \$750M	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%
\$750M to \$1000M	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%
Over \$1000M	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%

	Aug/15	Jul/15	Jun/15	May/15	Apr/15	Mar/15
\$0 to \$50M	0.18%	0.18%	0.18%	0.18%	0.18%	0.18%
\$50M to \$150M	0.20%	0.20%	0.20%	0.20%	0.20%	0.20%
\$150M to \$500M	0.21%	0.21%	0.21%	0.21%	0.21%	0.21%
\$500M to \$750M	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%
\$750M to \$1000M	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%
Over \$1000M	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%

	Feb/15	Jan/15	Dec/14	Nov/14	Oct/14	Sep/14
\$0 to \$50M	0.18%	0.18%	0.18%	0.18%	0.18%	0.18%
\$50M to \$150M	0.20%	0.20%	0.20%	0.20%	0.20%	0.20%
\$150M to \$500M	0.21%	0.21%	0.21%	0.21%	0.21%	0.21%
\$500M to \$750M	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%
\$750M to \$1000M	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%
Over \$1000M	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%

	Aug/14	Jul/14	Jun/14	May/14	Apr/14	Mar/14
\$0 to \$50M	0.18%	0.18%	0.18%	0.18%	0.18%	0.18%

\$50M to \$150M	0.20%	0.20%	0.20%	0.20%	0.20%	0.20%
\$150M to \$500M	0.21%	0.21%	0.21%	0.21%	0.21%	0.21%
\$500M to \$750M	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%
\$750M to \$1000M	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%
Over \$1000M	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%

	Feb/14	Jan/14	Dec/13	Nov/13	Oct/13	Sep/13
\$0 to \$50M	0.18%	0.18%	0.18%	0.18%	0.18%	0.18%
\$50M to \$150M	0.20%	0.20%	0.20%	0.20%	0.20%	0.20%
\$150M to \$500M	0.21%	0.21%	0.21%	0.21%	0.21%	0.21%
\$500M to \$750M	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%
\$750M to \$1000M	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%
Over \$1000M	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%

	Aug/13	Jul/13	Jun/13	May/13	Apr/13	Mar/13
\$0 to \$50M	0.18%	0.18%	0.18%	0.18%	0.18%	0.18%
\$50M to \$150M	0.20%	0.20%	0.20%	0.20%	0.20%	0.20%
\$150M to \$500M	0.21%	0.21%	0.21%	0.21%	0.21%	0.21%
\$500M to \$750M	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%
\$750M to \$1000M	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%
Over \$1000M	0.22%	0.22%	0.22%	0.22%	0.22%	0.22%

- e. What is the bank's current earnings credit rate?

	Aug/16
\$0 to \$50M	0.18%
\$50M to \$150M	0.20%
\$150M to \$500M	0.21%
\$500M to \$750M	0.22%
\$750M to \$1000M	0.22%
Over \$1000M	0.22%

- f. Are you willing to tie the earnings credit rate to a market index? If so, which index would you suggest?

U.S. Bank offers the ability to use a market index as the basis for its earnings credit rate. Our relationship management team will work with the City to determine the most appropriate index.

- g. Can "excess" earnings credit be carried forward to cover charges in the following month? Is there a limit on how far forward excess earnings credits can be carried?

Yes, excess earnings credit can be carried forward to cover charges in the following month. The City may choose to have a monthly, quarterly, semi-annual or annual settlement on your analysis fees.

19. Overnight Investment Option or Interest Bearing Bank Deposit

- a. What short-term investment vehicle(s) or interest bearing account does the bank propose to use for the overnight investment or sweep of the City's demand deposit accounts?

First American Government Obligations Class Z.

- b. Does a reserve requirement apply to the proposed option?

No, the reserve requirement does not apply to this proposed option.

- c. Does an FDIC assessment, deposit based fee, or similar fee apply to the proposed option? If so, what is the current charge for a full year on a \$1,000,000 balance? How is this charge computed?

No, this is considered an investment account.

- d. Is this charge assessed on ledger or collected balance?

This is not applicable to this sweep.

- e. Provide investment return history for the 36-month period from April 2013 through March 2016 for each option proposed. Show the yield for each month.

The attached includes several First American money market funds. The fund being proposed is Government Obligations Class Z (FGZXX).

Please see the **Exhibits** section for a **Quarterly Fact Sheet** on this fund.

- f. If a sweep is proposed, what time of day is the sweep deadline? Is it end-of-day or next-day sweep?

This money in this fund is manually transferred online through SinglePoint (or by phone) by the City.

- g. What fee (if any) is charged to sweep funds into the proposed investment vehicle(s)?

We do not charge for this investment vehicle.

- h. If the bank is proposing a money market mutual fund, provide a copy of the current prospectus and, if multiple classes are offered, identify the proposed class of shares, including ticker symbol or CUSIP.

Please see the **Exhibits** section for the prospectus of several **First American** money market funds. The fund being proposed is Government Obligations Class Z (FGZXX).

20. Account Analysis Statements

- a. Provide a sample analysis statement.

Please see the **Exhibits** section for a sample **Account Analysis Statement**.

- b. Can Association for Financial Professionals (AFP) Service Codes be included on the analysis statement? If not, do you offer another report that provides this information?

Yes. AFP Service Codes are offered as an option on analysis statements.

- c. What are the fees and interest charges associated with end-of-day overdrafts? How are these charges calculated?

Overdraft reports are pulled daily by a U.S. Bank Assistant Relationship Manager. The Assistant Relationship Manager immediately contacts the Relationship Manager to determine what steps need to be taken. A U.S. Bank representative will review the overall relationship of the City, checking the net balance of all of the accounts in the hierarchy. The Relationship Manager notifies the City of the overdraft to determine the course of action for covering the insufficient funds. Once this is established, the Relationship Manager obtains internal approvals, if required, and notifies the Overdraft Department of the approval or the request to return the item or items.

- d. Is there a fee per check or per occurrence when there is an overdraft? If so, what is it?

Overdraft Balances and Uncollected Funds Usage are assessed separate overdraft interest on a daily basis at a rate of prime + 4.0 percent currently 7.50 percent plus \$37 per occurrence. These charges will appear on the Month Account Analysis.

- e. Is there a daily cap on fees? If so, what is it?

No. Currently, there is no daily cap on overdraft fees.

21. Daylight Overdrafts

- a. Describe the bank's policies concerning daylight balance overdrafts. Indicate whether this is applied to each individual account or across all accounts of a client relationship?

At U.S. Bank, daylight overdraft positions are calculated based on the collected balances available in an account minus the outstanding outgoing wires. The bank monitors real time daylight overdrafts by account and by customer relationship with updates from select transactions throughout the day.

- b. Is wire transfer processing stopped when the intra-day limit is reached?

For purposes of determining funds available for wire transfers, the City's accounts at U.S. Bank can be grouped together within the wire transfer system. The system will then review the total funds available across all aggregated accounts for any transaction regardless of the specific debit account. Such aggregation helps to reduce the number of daylight overdraft approval or wire release calls to Relationship Managers from U.S. Bank Wire Transfer representatives. It remains the City's responsibility, however, to ensure that adequate balances are in their accounts to cover all transactions at the end of the day. Aggregating balance values for this purpose does not prevent an overnight overdraft from occurring in an account.

22. Employee Banking

- a. Is the bank willing to offer any benefits to City employees?

Yes. U.S. Bank has a program called Workplace Banking designed to give significant banking benefits to the employees of the City's organization.

b. Describe the benefit package the bank is offering to employees.

U.S. Bank offers to all employees of the City a special package of banking products and services. U.S. Bank Workplace Banking features special membership offers, discounts, and bonuses on a variety of products and services for employees who use direct deposit.

The program is an excellent benefits package that offers your employees real value at no cost to the City or your employees. Employee benefits include, but are not limited to:

- Checking with no service fee; no minimum balance requirement
- Free first order of Workplace Banking checks
- Visa Check Card
- No bounced checks with U.S. Bank overdraft protection
- All accounts on one easy-to-read statement

Other special offers include:

- No fee Visa card upon qualification
- Discounts on U.S. Bank Home Mortgage
- Bonus interest on CDs/IRAs
- Discounted safe deposit box
- Free financial consultation
- Free email and text alerts
- Free U.S. Bank online Bill Pay
- Free single-sign traveler's checks

c. How would you propose to roll out and promote the employee banking benefits?

We will work with the City on rolling out this program. This can include payroll stuffers, on-site educational seminars or one-on-one employee engagement.

B. Service Group 2: Retail Lockbox Services

1. Describe the firm's capabilities and experience providing retail lockbox services.

In the past 24 months, a significant capital investment was made at nine national lockbox operations center locations. Our goal is to provide the optimum front end processing of accounts receivable regardless of industry. All sites now operate on one platform that is very robust and flexible in accommodating our client's needs.

For City's utility payment processing we recommend using our La Mirada lockbox site. We currently have special arrangements with the post office to have mail addressed to our lockbox on priority sort. We start mail pick-ups at 4 a.m. Once the mail is delivered to our lockbox facility, we process the payments with our high-speed opening and extraction machine (OPEX 5.0) for payment extraction. All payments are processed according to the City's instructions. We process and deposit payments on the same ledger day as received. The only exception to this practice is for those customers who require their remittance detail by mid-morning and specify that no further deposits be credited after that time. The ledger cutoff for our Los Angeles site is 5 p.m. PT.

U.S. Bank makes every effort to process all transactions received for current day business. Depending on the deposit method used by the City, the presentment deadlines and transaction processing time may vary. In the rare event that we are unable to process transactions prior to our posting deadlines, it is possible that provisional credit may be memo posted to the depositor account if the deposit was taken in at a U.S. Bank branch. Deposits received electronically must be received by the designated presentment deadlines for those products.

2. Where will retail lockbox items be processed?

Our Los Angeles facility is located in La Mirada.

3. Can a Napa P.O. Box be used? If so, is there an additional cost? Would there be additional mail float time?

Yes. However, the deposits would be delayed by at least two business days.

U.S. Bank recommends utilizing a Los Angeles Post Office Box. U.S. Bank has a contract with the L.A. Post Office for priority mail sorting. With priority mail sorting, we ensure the City's payments are processed in a timely manner. Our first pick up at the post office begins at 4 a.m. PT, with various pickups in between until 8:30 a.m. PT. Any mail that is picked up during this time is processed on the same day.

4. What was the average monthly volume for your retail lockbox operation by location during the last twelve (12) months (items, dollars, number of lockboxes and number of customers)?

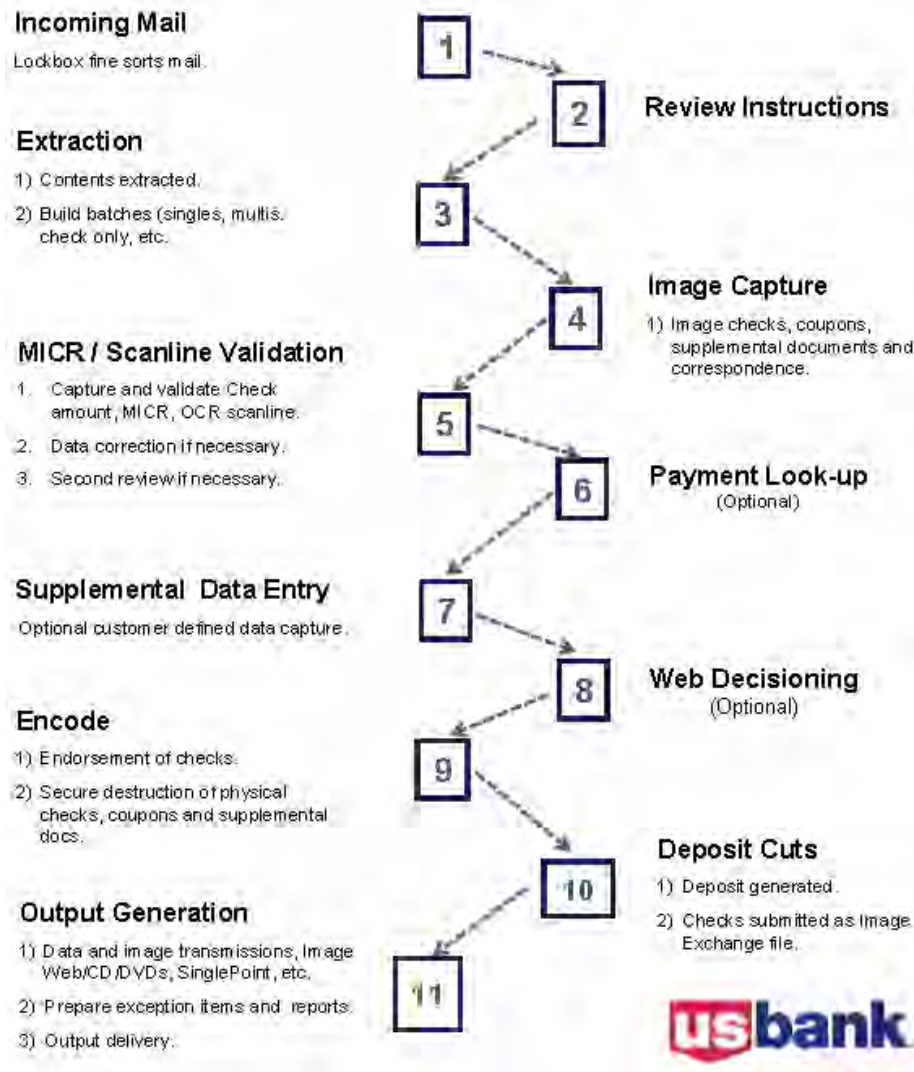
- **YTD averages for 2016**—Los Angeles Only
- **Items**—246,895
- **Dollars**—\$487,951,718
- **Number of Boxes**—400
- **Number of Customers**—317

5. What is the ledger cut-off time for retail lockbox deposits for the bank of first deposit (Include weekends and holidays)? What is the latest mail pickup to be included in the current day's deposit? Will you process and deposit all of the City's payments on the same ledger day as received? If not, when are these items deposited?

Depending on the volume, processing requirements and type of work received, U.S. Bank processes and deposits payments received by the last mail pickup on the same day as receipt (please refer to the below chart for last mail pickup times by site.) This does not apply to customers who require an early transmission cutoff (e.g. prior to 5 p.m. local site time) and specify that no further deposits be credited after that time. Weekend and holiday mail pickups are processed and deposited for ledger credit on the next business day.

Site	Last Mail Pickup For Possible Same Day Processing	Ledger Cut-off	Time Zone
Los Angeles	8:30 a.m.	5 p.m.	Pacific

6. Describe the lockbox department's processing workflow. Include a schematic or flow chart of the processing procedures.



1. Mail is sorted by lockbox
2. Envelope contents are extracted and checks imaged (your specific instructions are displayed online during this process)
3. Check amount is captured and validated. MICR is corrected if necessary
4. Supplemental documents are imaged
5. Checks are virtually encoded, and deposit amount is calculated
6. Deposit and related checks are submitted in an Image Exchange file
7. Supplemental data entry is completed
8. Outputs are generated and prepared for delivery

Various systemic quality control checkpoints occur at a number of points in the processing workflow including check amount verification, payee error detection, MICR repair. The processing system includes the ability to flag a specific lockbox, or work completed by a specific operator, for second review by a senior operator or manager.

7. **How are checks processed for collection? Can checks be converted to ACH? If so, are there any advantages for this option (i.e. lower processing costs, decreased float).**

All checks are deposited as images for collection purposes. Checks may be converted into ACH; however, with current image file delivery, we find that this feature is not beneficial for the City at this time.

8. **Describe your procedures for the capture and transmissions of remittance details such as account or bill number.**

U.S. Bank recommends utilizing an Optical Character Reader (OCR) line to your remittance coupon. The OCR line generally will include your customer's account number and invoiced amount. When payments are received, the OCR information from the remittance document is captured during the first pass through our equipment and analyzed against your lockbox profile. For payments that are do not have a corresponding coupon or is viewed as an exception. All payments identified as exceptions are reviewed and handled according to your specific instructions. Payments that do not meet your processing requirements are suspended and made available on the Internet for your review. You decide how they should be handled, either completing missing information or rejecting the transaction. If the City decides to process these payments, the information is hand keyed into the remittance file.

9. **For a given day's lockbox activity, at what time of day can you report the total amount that will be credited to the City's account?**

Previous day deposit information is available at 4 a.m. PT. The City may receive current day information on lockbox activity if they establish a deposit-reporting deadline where lockbox processing is cutoff before the last mail is delivered. Any mail received after the designated processing deadline is included in the next business day's deposit and totals report.

If a processing deadline is not established, then current day deposit reporting in SinglePoint reflects interim data and does not generally contain a daily total of lockbox deposits.

10. In what standard formats does the bank transmit? The file specifications needed to update City and NRWS billing systems are included in Attachments 10 and 11. Can information be transmitted in these file formats? How will this information be transmitted (website, file transfer, etc.)?

During implementation we will work with the City to define not only file format specifications, but also communication requirements. We will test with the City to make sure the proper information is being delivered and you have the ability to upload to your system. U.S. Bank supports a variety of methods for customers to transfer data files to and from U.S. Bank.

U.S. Bank supported transmission methods include five Internet-based options:

- Secure Hypertext Transfer Protocol (HTTPS, Web browser based) with 128-bit SSL encryption
- File Transfer Protocol Secure (FTPS-SSL) with 128-bit encryption
- Secure File Transfer Protocol (SFTP-SSH) using AES 256-CBC encryption
- Secure AS2 (formerly called EDI/INT)
- Internet Virtual Private Network (VPN)

U.S. Bank also supports VPN leased circuits over a DES3 encrypted channel, as well as value added network (VAN) transmissions. Optional PGP file level encryption is also available.

Information is also retrievable from SinglePoint in BAI2 PDF, BAI2, CSV and human readable text file formats. In addition, an 821 file is available through EDI.

11. What specifications for the remittance documents are recommended to minimize errors and reduce lockbox processing costs?

Please see the **Exhibits** section for U.S. Bank's **Document Specifications**.

12. Are changes to the current remittance documents necessary to process transactions (Samples of current remittance documents are included in Attachment 9)?

There may be some minor modifications needed to meet optimal capture levels. U.S. Bank will work with the City to facilitate any adjustments that may be needed to the coupons.

13. Describe the bank's procedures for processing exception items. Do you offer same-day online decisioning of exception items?

With Web Decisioning, you receive an email notification when we cannot process a payment transaction according to your specifications. You can immediately view the transaction on a secure website and either provide the information needed to complete and approve the transaction for processing or direct us to reject the payment for return to you. Web Decisioning can reduce the number of unprocessable exception items that must be returned to you and accelerate your receivable posting and cash application processes.

Process

Decisioning options are dependent on your implementation. The most common are:

- **Accept As Is**—The transaction may be accepted “as is” with no changes.
- **Accept As Changed**—Data associated with the transaction (e.g. invoice numbers) may be corrected, deleted or added.
- **Reject**—The transaction can be rejected. The payment and its associated documents will be forwarded to you as an unprocessed exception payment.

If the Done Deadline is reached prior to a transaction decision, the system will perform a default action based on the option selected during the implementation of your Web Decisioning service.

14. If a payment is received without the remittance document, does the bank offer any technology that can aid in identifying the customer account?

All payments identified as exceptions are reviewed and handled according to your specific instructions. U.S. Bank offers numerous options for processing checks received without a remittance document, including:

- **Default Account**—Check-only payments may be processed using a default account number of your choice.
- **Account Number Data Entry**—U.S. Bank will input your customer's account number if it is written on the check, included on a list or printed on a business check stub.
- **Name and Address database look-up**—With U.S. Bank's Payment Lookup service, we will search your customer database to locate the information needed for automated posting to your receivables system.
- **Online Decisioning of Exception Items**—Payments that do not meet your processing requirements are suspended and made available on the Internet for your review using U.S. Bank's Web Decisioning service. You decide how they should be handled, either completing missing information or rejecting the transaction.

For multiple payments (multiple checks and/or multiple remittance documents), the total of the check(s) are systematically balanced to the amounts to be applied to each remittance document. When the transaction is out-of-balance, several options are available. A transaction that does not balance may be returned to you for handling, or processed according to your specific instructions. If U.S. Bank's Web Exceptions service is utilized, out-of-balance multiple payments may be reviewed and decisioned via the internet.

15. Does the bank offer "e-lockbox" services for payments made from consumer bill-payment service providers? Which clearing networks does the bank work with? Please describe in detail.

As provided in 17.b of the Bill Payer Systems section, U.S. Bank E-Lockbox currently receives and processes payments initiated by consumers from all Financial Institutions in the United States. In addition, our reach also includes payments consolidators and core processors that serve most Financial Institutions. We also receive payments from third-party payment originators that support a variety of payments channels available to consumers including cash payments. As a participant in the payment network, we are able to offer a comprehensive coverage for all consumer bill payments initiated from almost all Financial Institutions that offer online bill pay service to their customers.

16. Can you provide daily images of all checks and remittance documents? If so, in what formats (e.g., online, PC bank software, CD-ROM). How long are online images accessible?

Yes. U.S. Bank's Image Look service in Los Angeles provides daily images of all checks and remittance documents processed by Scannable wholesale lockbox. Images can be delivered via the Internet, on CD-ROM or DVD. Online retention periods range from 90 days to 10 years. U.S. Bank also offers Image Transmission service for customers who choose to maintain their own image archive.

17. If correspondence or other non-payment documents are included in payment envelopes, how will these documents be transmitted to the City?

Payments with notes or change of address (COA) written on the remittance documents are processed using mark sense detection technology. These remittance documents may be returned to you, or made available using our Image Look, CD-ROM or DVD services. The Image Look service includes positive mark detection as a searchable field to expedite the distribution and posting of COA or other notes from your customers.

18. If selected as a finalist, can the City tour your lockbox operations?

Yes, the City would be able to tour our lockbox operations.

19. Provide a copy of the availability schedule the firm proposes for items deposited through the retail lockbox.

Item Type	Float Assignment	Deadline	If deposited by the deadline the funds become collected:
U.S. Bank On-Us Items	0 Day	8 p.m. PT	Today
Transit Items	1 Day	8 p.m. PT	Tomorrow
Government Items	1 Day	8 p.m. PT	Tomorrow

20. Does your firm offer any technology that will image the back of a remittance document only if there is any customer provided information (i.e. change of address information)?

Yes, our imaging platform can image the back of remittance or correspondent documents when there is something provided. If the back is clear, we do not image.

C. Control

1. Describe the firm's security environment. Specifically cover the physical and digital security and software safeguards that you have put in place to control access to funds transfer systems and client account information.

U.S. Bank receives many requests every year from customers wanting to understand various elements of our Information Security program. Our high level document, U.S. Bank Information Security Posture, should address many of these common questions.

If you are looking for more detail than what is contained within the posture document, U.S. Bank has partnered with many other Financial Services Companies to develop the BITS SIG (Standardized Information Gathering) document. The SIG contains significant amounts of data that can be shared if the posture document does not address all of the information you require. The SIG covers many areas, including Information Security, Disaster Recovery and Business Continuity. Completion of a Non-Disclosure Agreement is required in order for us to supply the SIG.

Please see the **Exhibits** section for the **U.S. Bank Security Posture**.

2. Describe the firm's security procedures for its information reporting system, both for access and information protection (e.g. RSA tokens, secure certification, etc.)?

SinglePoint protects account information with the most current and proven technology available, including:

- Two-way 128-bit encryption
- SSLv3
- Individual client IDs, passwords and digital signatures
- VeriSign time based tokens are required for users to access payment services (ACH, Wire Transfer and Investments). Tokens are pre-programmed to produce a new numerical code every 60 seconds. One token is assigned to each user at your site.
- By default, all SinglePoint entitlements must be approved by a second system administrator. Customers must complete additional paperwork to waive the dual approval requirement.

An optional IP white listing security feature is available for customers who want to restrict user access to allow only specific IP addresses or IP address ranges.

The application also uses a tool called Passive Monitoring, which detects anomalies in web traffic between user PCs and the bank application. These anomalies include user PC viruses and malware. Once detected, the bank contacts users to communicate the detection of viruses that were identified including corrective measures to clean the user PCs.

SinglePoint

The SinglePoint system administrator serves as your security manager. U.S. Bank assigns the system administrator at setup after all necessary clearance documents are processed. The system administrator:

- Creates, modifies and deletes SinglePoint users
- Requests and maintains tokens, required to initiate payment transactions.
- Sets and modifies user payment and transaction quantity limits.
- Assigns user access to services and accounts.
- Assigns initiation and approval entitlements.
- Sets approvals for payments
- Reorders and renames accounts
- Sends passwords reset requests for own and other users' passwords when necessary. Regular users can change their own passwords within SinglePoint or using the *Forgot Password* tool.

Audit features include:

- User activity audit reporting for all of the services
- Token maintenance and status reports
- User profile reports
- Account profile reports
- Service profile reports

3. Describe the backup and recovery capabilities in the event the proposed systems are unavailable. Who would the City contact to initiate day-to day transactions if online capabilities and functionality are temporarily unavailable?

The mission of U.S. Bancorp's Business Continuity Program is to establish and support an on-going Business Continuity and Contingency Planning Program to evaluate the impact of significant events that may adversely affect customers, assets or employees. This program is designed to ensure that U.S. Bancorp can recover its mission-critical functions and applications, thereby meeting its fiduciary responsibility to its stakeholders and complying with the requirements of the Federal Financial

Institutions Examination Council (FFIEC), the Securities and Exchange Commission (SEC), the Office of the Comptroller of the Currency (OCC), the Financial Industry Regulatory Authority (FINRA) and the Office of the Superintendent of Financial Institutions (OSFI). In addition, U.S. Bancorp has met all recovery criteria as prescribed by the Interagency White Paper on Sound Practices to Strengthen the Resilience of the U.S. Financial System.

The U.S. Bancorp and U.S. Bank NA Board of Directors approve the Business Continuity Program Policy annually, and key issues and status are reported to the Board and Senior Executives on a periodic basis.

U.S. Bancorp has developed detailed Business Continuity Plans and Disaster Recovery Plans for the restoration of critical processes, applications, infrastructure and operations. U.S. Bancorp has dedicated resources to its contingency planning and disaster recovery program. Key features of U.S. Bancorp's planning process include:

- Employee safety strategies and communications/notifications
- Systems and telecommunications accessibility
- Alternate physical site location and preparedness
- Emergency Notification Processes and Systems
- System and data backup and recovery
- Pandemic and high employee absenteeism

The Enterprise Readiness Services Department coordinates planning, strategy, testing and monitoring of the Business Continuity and Crisis Management Program across U.S. Bancorp. The Enterprise Readiness Services Department has set forth guidelines which incorporate industry best practices for: recovery of critical business units, recovery of technology, and emergency and crisis management response.

- **Business Impact Analysis**—The risk impact analysis measures the effects of resource loss and escalating losses over time, in order to provide management with reliable data upon which to base risk mitigation and continuity planning.
- **Threat Vulnerability Assessment**—U.S. Bancorp's Business Continuity Program utilizes a Threat Vulnerability Analysis (TVA) process to assess the risk of major natural hazard events and the impacts of those events on all U.S. Bancorp corporate locations and the mission critical processes/technologies executed at those locations. This analysis drives strategic recovery planning for continuity of operations for these processes and technologies at the selected locations. The planning process assists in mitigating the potential concentration risk exposure of a single natural hazard or man-made event to any particular location or process.
- **Business Continuity and Disaster Recovery Plans**—The Plans are a documented collection of procedures and information that is developed and maintained to enable U.S. Bancorp to provide products and services at an acceptable predefined level. Recovery Plans are reviewed/approved biennially at a minimum or as changes occur to mission critical functions and applications or as a result of issues discovered during exercises/test. Plans subject to the Interagency White Paper are reviewed/approved annually.
- **Exercising/Testing**—All aspects of the plans are periodically exercised /tested in accordance with regulatory requirements and U.S. Bank policy, and to demonstrate the level of recoverability. This includes plan activation simulation, including recovery strategies, crisis management and response, business continuity processes, and critical infrastructure disaster recovery. Key mission critical applications are exercised on a quarterly basis. Mainframe data is mirrored and replicated to the hot site and server backups are stored off-site in a secured climate-controlled environment.
- **Audit**—Annual internal audits and periodic OCC/Federal Reserve exams are conducted of the business continuity and disaster recovery program.

- **Board of Directors Updates**—Enterprise Readiness Services provides regular updates on the status of its contingency and recovery program to the Audit Committee of the Board of Directors of U.S. Bancorp
- **Employee Training and Awareness**—This includes promoting awareness, testing evacuation procedures, and identifying employees' roles and responsibilities in a significant event. Clear communication during an outage is vital. Many U.S. Bancorp employees who support mission critical functions have cell phones and recovery plans.

U.S. Bancorp's Business Continuity Plans are developed and maintained to address multiple recovery scenarios to include key recovery strategies for such events as: high employee absenteeism, technology outages, natural hazard impacts, etc. Below are a few examples of what might occur if we experienced an interruption of our normal business operations.

In the event a business site becomes inaccessible, U.S. Bancorp presently employs the following recovery strategies for Mission Critical functions:

- **Transfer Work**—Work is transferred to another location that does the same business function or has been cross trained.
- **Relocate People within Business**—Team members are relocated to another site.
- **Relocate to Regional Recovery Center**—A location, other than normal facility, will be used to process data and/or conduct critical or necessary business functions.
- **Vendor Work Area Recovery**—An external site will be used for the recovery of mission critical personnel and processes utilizing a third party owned location.
- **Work from Home**—Team members working from home on a bank-owned laptop or PC.

In the event of a Data Center outage, U.S. Bancorp utilizes an internal alternate data center, which is geographically disbursed, and utilizes real-time mirroring and replication of data to our key recovery centers within prescribed Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO).

In the event of a disaster at U.S. Bancorp that impacts your product or service, you would be notified by a member of the applicable customer support team.

Since it is impossible to anticipate every type of potential disaster, there can be no assurance that there will be no interruption of U.S. Bancorp's business functions in all circumstances.

This plan is subject to modification by U.S. Bancorp at any time.

The City may contact your Government Commercial Customer Service team for day to day support or transfers if online capabilities are unavailable.

4. Discuss the bank's security environment related to cybersecurity. Specifically describe the cyber risks to which the proposed services may be exposed and explain your approach and response to protection against these risks. What are the firm's crisis communications plans in the event of a cyber-attack?

Please see the **Exhibits** section for our **U.S. Bank Security Posture** document.

5. Describe the encryption capabilities that are supported by the firm for the transmission of data between the firm and the City. Describe the file verification capabilities that are supported by the firm, such as checksum or hash totals to ensure that no data is missed or substituted.

Encryption

The City must use DES3 or 128-bit SSL encryption with U.S. Bank incoming and outgoing transmissions, commonly known as "channel-level" encryption. U.S. Bank does not support open FTP. Files are first encrypted individually and then transmitted over an encrypted connection to and from U.S. Bank.

U.S. Bank uses the Pretty Good Privacy (PGP) tool for encryption. PGP uses a pair of keys but does not use digital certificates. The City and the bank exchange PGP keys to allow each party to encrypt or un-encrypt the file. The City may set any ID validity period length or make the ID non-expiring.

U.S. Bank also supports these encryption solutions:

- PGP version 8.0 or 8.0.2 delivered using a browser over HTTPS
- PGP where the file is delivered with standard FTP over a VPN or FTP-S over SSL

File Verification

File integrity checking software can detect changes made to important files during incidents. It uses a hashing algorithm to obtain a cryptographic checksum for each designated file. If the file is altered and the checksum is recalculated, an extremely high probability exists that the new checksum will not match the old checksum. By regularly recalculating the checksums and comparing them with previous values, changes to files can be detected.

6. Describe the process and procedures for providing notification of technology changes, such as file content/structure, and new/modified data availability reporting changes to the City.

Any changes for the City will be communicated by your relationship team.

7. List the types and amounts of insurance and bonding carried. Provide copies of the insurance certificates.

U.S. Bancorp is the fifth largest financial services holding company in the United States. It secures a variety of insurance coverages that is consistent and reasonable for an organization of its type and size. Deductibles, self-insured retentions and risk management philosophy are reviewed by the board of directors on an annual basis. All participating insurance carriers are required to have an A.M. Best rating of A-VII.

Please see the **Exhibits** section for the **Insurance Certificate**.

8. Does the firm maintain cyber liability insurance? If so, list the types and amount/limits carried.

Yes, U.S. Bank has cyber liability. Please see the **Exhibits** section for the **Insurance Certificate**.

9. Describe the bank's procedures for complying with the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) regulations. When was the last time an independent test of the bank's OFAC program was conducted by internal audit, outside auditors, consultants, or other qualified independent party?

All of the transactions processed within U.S. Bank will be screened for OFAC, as per the regulatory requirement, including all required fields. If U.S. Bank identifies a potential OFAC match, our

compliance team will contact the customer to obtain additional information. OFAC reports are managed internally within U.S. Bank.

The most recent independent assessment was conducted in 3Q, 2013.

10. Include a copy of the bank's most recent reports issued in accordance with the Statement on Standards for Attestation Engagements (SSAE) No. 16 (formerly known as the Statement of Auditing Standards-70 (SAS70)) for any processes or systems relevant to the services proposed by the firm under this RFP. (Note: Failure to provide this information will significantly impair the City's ability to assess the Proposer's controls and will negatively affect the evaluation of the proposal.)

Upon advancement to finalist phase and evidence of an executed reciprocal Non-Disclosure Agreement, U.S. Bank will provide information beyond our general processing information for processes and systems relevant to the delivery of services via our Wholesale Scannable Lockbox.

D. Implementation/Conversion

1. Provide a detailed conversion plan for transitioning each of the proposed Service Groups to your firm. Please include the estimated length of time for the transition and the amount of effort required by City staff.

U.S. Bank utilizes a project management implementation approach. This resource is part of our specialized implementation team, which is designed to handle and coordinate highly complex implementations. This ensures that one person is on point to coordinate the implementation and to facilitate the movement of information amongst all parties involved in the transition. The goal is to achieve a seamless transition to U.S. Bank and to ensure that the City's go live date is met.

Although there are many people involved in implementing Treasury Management services from U.S. Bank, you will always have one point of contact to call upon with questions during your implementation process—your Implementation Resource. After successful implementation, your organization will be assigned a Government Customer Service Team for ongoing product and account support.

The process for establishing products and services with U.S. Bank consists of the following phases:

- Scheduling a discovery meeting to insure we have an in-depth understanding of your workflows and related cash flows to appropriately finalize the solution set.
- Gathering pertinent information necessary to complete documentation to establish accounts and implement services. Documentation will be pre-filled by U.S. Bank where possible.
- Assembling the implementation team who will work with your employees throughout the process.
- Developing an implementation strategy designed to achieve the production date you specify.
- Coordinating a kick-off meeting in which key stakeholders from U.S. Bank and the City are introduced, documentation can be presented for execution, and the preliminary timeline will be discussed and agreed upon.
- Facilitating weekly touch point meetings with key stakeholders throughout the process to insure that benchmarks are on track and any issues are quickly resolved.

Within three weeks, the City will be using the basic account and service set.

Week One

- Finalize account and service options, choose transmission protocol
- Account and authorization forms delivered to the City
- File formats (NACHA format, Positive Pay check issue format) delivered to the City
- Documents signed and returned to U.S. Bank

Week Two

- Accounts opened
- Supplies ordered
- Service implementation begins by U.S. Bank
- Transmission communication testing begins between the City and U.S. Bank
- Review lockbox questionnaire.

Week Three

- Supplies delivered
- SinglePoint Information Reporting ready for use
- Review lockbox instructions and go over coupons and remittance file specifications.

Within three to seven weeks, the City will be live and trained on all current services.

Week Three

- After successful transmission communication testing, Positive Pay and ACH file testing begins in test environment.
- SinglePoint and On-Site Electronic Deposit user training plan developed
- Schedule testing for lockbox coupon and remittance file.

Week Four

- SinglePoint Wire service ready for use
- On-Site Electronic Deposit Service scanners delivered
- Test lockbox coupons and remittance file.

Week Five

- Positive Pay and ACH file testing begins in production environment
- Review lockbox testing results and schedule second test (if needed)

Week Six

- After successful production environment testing Positive Pay service is live
- After successful production environment testing, ACH origination service is live
- SinglePoint and On-Site Electronic Deposit user training
- Discuss go-live date of lockbox

Week Seven

- Continued follow-up with service users

Week Eight

- Implementation review
- Schedule post-implementation meetings at the City's request

2. Who will be responsible for coordinating the transition for each of the proposed services? If a conversion team is used, how will the City's account be transitioned to the ongoing client service team?

To help make your transition to U.S. Bank smooth and efficient, we have designed an implementation process that includes a dedicated team of professionals that will ensure a successful onboarding experience. During the implementation process, we spend the time and resources to build a solid foundation for a successful relationship between your organization and U.S. Bank. As your dedicated business partner, we work to learn about your organization and provide solutions that effectively support your business needs. Our customers count on us to provide best in class service. You can count on our commitment, accessibility and responsiveness to your needs.

Your primary contact is your Relationship Manager who works with your U.S. Bank implementation team. This team includes the following individuals:

- **Implementation Project Manager, TBA**—Your Implementation Project Manager plays a critical role in orchestrating the entire implementation process and is your primary contact during this phase. They distribute and obtains appropriate documentation from your organization to implement new services; works closely with various operations departments within U.S. Bank; and coordinates the technical team for system testing and training. The Implementation Project Manager's level of experience and commitment will ensure your implementation is accurate and is completed within the established timeframes.
- **Leslie Posvancz, Treasury Management Consultant**—Leslie works with your organization to identify the appropriate solutions to help your organization manage cash and improve efficiencies. Leslie will also keep you informed of new or emerging technologies that may impact the way you do business.
- **Angelica Reza, Treasury Management Associate**—Angelica works closely with Leslie Posvancz to establish the identified products and services.

Although there are many people involved in implementing Treasury Management services from U.S. Bank, you will always have one point of contact you can call upon with questions during your implementation process — your Implementation Resource. After successful implementation, your organization will be assigned a Government Customer Service Banker for ongoing product and account support.

3. Indicate the firm's plans for initial and ongoing education and training of the City employees in the use of your firm's systems.

We would be pleased to provide courses to your staff and training for banking services from U.S. Bank. Your Relationship Manager, Donna Chu, will ensure that the City has all of the technical assistance, training, user guides and on-site visits necessary.

Training for services is structured around the needs of the City. Your U.S. Bank team will work with the City's department leaders to structure training as the City desires. We will provide hands-on participation, which we believe will help the City's employees learn and take ownership of solutions that management seeks to implement.

4. Will the bank provide dedicated information technology (IT) liaison(s) to work on set-up, file transfer, testing, and troubleshooting/issue resolution?

Depending on the service, the City will have a Technical Implementation Coordinator to help with the setup of each service. Each service will be tested (where applicable) before going live.

E. New Services and Ideas

1. Describe any new services or ideas that will enhance the City's use of cash management services.

Your organization is unique and so are its challenges. Whether it's fast, safe transactions, custom processing alternatives or industry-specific technology, U.S. Bank Payment Solutions has the tools you need.

When you partner with us, your organization is backed by the strength of U.S. Bancorp and supported by our expertise in electronic payment services. For over 30 years, we have specialized in developing flexible, cost-effective solutions to grow with your organization. We take an active approach to generate and recognize new ideas and improvements to existing processes and products.

At U.S. Bank we are working for you. We're continually expanding and enhancing services to help clients work smarter, faster and more efficiently. From helping you optimize working capital to consulting on your organization's needs, we are ready with innovative ways to address your key priorities and goals. You benefit from dedicated, knowledgeable treasury management professionals who implement the latest advances in technology and resources to work for you.

Highlighted below are current services designed to solve your toughest business challenges. We appreciate customer feedback on how we are doing to help them better manage cash flow, simplify processing and operate more efficiently.

U.S. Bank E-Payment Service

U.S. Bank E-Payment Service provides you with a robust and highly configurable collections solution that can be integrated with your existing systems. It offers the ability to efficiently collect payments through multiple channels including: the internet, mobile device, in-person kiosk, Integrated Voice Response Unit (IVR), live agents in your call center or with a Remote Web Service API. All payments, including one-time and recurring transactions, are made by direct bank account debit via ACH, ATM debit card, credit card, signature-based debit card, stored value card with Visa or MasterCard, or cash.

Once the payments are processed, you receive consolidated reports and remittance data to update and reconcile your receivables system. This back office electronic payment infrastructure reduces your collection expense while appearing transparent to your customers. You maintain your identity and brand while providing additional convenience and benefit to your customers. Benefits can include:

- **Improve collections**—With this electronic payment option, the time it takes to receive and deposit customer payments until the funds are settled is usually much shorter than other payment channels.
- **Increase customer satisfaction**—Customers increasingly want and expect to pay you electronically. U.S. Bank E-Payment Service enhances your e-commerce image, while at the same time putting powerful customer service tools in your hands.
- **Reduce operating costs**—Customers can conveniently make payments over the Internet or IVR, reducing the number of payments your company receives from more costly channels, such as in-person payments.
- **Increase control of your cash flow**—Powerful reporting capabilities let you know exactly when to expect funds to settle from the moment a payer initiates or schedules a payment.
- **Leverage a turnkey bill payment kiosk solution**—Capture cash, credit, debit and ACH payments from an automated kiosk. Eliminate expenses associated with in-person payment centers.

- **Integrate with your current systems**—The flexibility of file formats we can deliver means you do not need to build new, or revise your current, databases in order to import the receivables data into your current financial systems. Our data translation feature supports industry standard formats, such as ANSI X12 as well as proprietary file formats.
- **Maintain brand identity**—E-Payment Service is transparent to the user, so the user experience remains on your website, kiosk or IVR, even though the user accesses our secure payment infrastructure.
- **Maintain security**—E-Payment Service is hosted in a secure environment that has passed stringent security and disaster recovery audits, and conforms to rapidly evolving payment association rules.
- **Add flexibility for future growth**—U.S. Bank E-Payment Service is designed on a scalable system to allow for future growth and flexibility of service.

U.S. Bank UPIC secure account identifier

Increase the use of electronic payments and protect your checking account from unauthorized ACH debit transactions by using a U.S. Bank UPIC secure account identifier. A UPIC is a unique number assigned to your actual checking account that allows ACH credit transactions to post to your designated U.S. Bank account, while blocking ACH debits. A UPIC looks and acts just like a regular bank account. Using a UPIC, your organization can publish account information freely to encourage your trading partners to send electronic payments without the fear of fraud on your business DDA account. Benefits can include:

- **Provide improved account protection**—A UPIC keeps your account information private and is restricted to credit payments only, preventing any unauthorized debits to your account.
- **Receive more payments electronically**—A UPIC works just like regular bank accounts but can be shared with your business partners to encourage the usage of electronic payments.

U.S. Bank VantagePoint™

You can gain a more strategic view of your accounts receivable (A/R) and working capital cycle with U.S. Bank VantagePoint. VantagePoint is an integrated receivables solution that's powered by SinglePoint, our wholly-owned online business banking portal. Using customized business rules, exception queues and configurable workflows, VantagePoint can centralize your incoming receivables information, enabling you to efficiently view, manage and post payments to your A/R system. Exception management is centralized within a unified, intuitive view that is easily accessed online. Benefits can include:

- **Accelerate cash application**—Automate your manual A/R processes to help create efficiencies and potentially reduce costs. Improve DSO (Days Sales Outstanding) through automated receivables management and accelerated cash flow recognition.
- **Help improve workflow**—Interact more effectively with your data. View enhanced reporting that aggregates data from multiple channels into one intuitive interface. Exceptions also consolidate into a single, streamlined interface with configurable queues and workflows.
 - **Access a centralized view**—Easily view transaction details and images to assist with research and exception management.
 - **Match data to dollars**—Reduce delays caused when payments are received with incomplete or missing remittance data. Automatically match remittance information, sent via email or fax, to electronic payments, decreasing manual exception resolution tasks. Successful matches are included in your next posting file.
- **Enhance your decision-making process**
 - **Gain a more strategic view of your working capital cycle**—Enrich your reporting and analysis through real-time access to your payment data. Gain a comprehensive view of your capital position across multiple receivables channels.

- **Improve remediation times**—Easily identify payers that contribute to delays in your cash application process.
- **Reduce blind spots**—Help make informed, efficient decisions from a consolidated perspective, and help mitigate the challenges of channel-specific views and processes that decrease the transparency of your reporting data.
- **Convenient online access**—VantagePoint uses the same intuitive design as other solutions you access through SinglePoint. SinglePoint offers unsurpassed platform stability, Web security and customer service, and it's backed by the strength and stability of the fifth largest commercial bank in the United States, U.S. Bank.

Mobile Banking

Our Mobile SinglePoint provides access to time-critical financial functions – anytime, anywhere. Designed to work on smartphones, Mobile SinglePoint uses a Web browser and allows you to perform banking securely with the ease and convenience of a mobile device.

- View account balances and transactions
- View current day reports (ACH Summary/Detail, Wire Detail, Lockbox Detail)
- View check images
- Initiate and approve repetitive wire transfers and ACH payments
- View payment activity (book, ACH, wire transfer)
- Access ACH Positive Pay
- Decision Positive Pay exceptions
- Track and trade investments through the Money Center

Secure Vault Payment

Secure Vault Payments offers your customers a simple and secure way to pay from your website.

- Accelerate funds availability by receiving confirmed payments faster
- Reduce processing time and costs from fewer returns
- Improve customer service with a convenient, cost-effective online payment alternative for customers

This service allows organizations in the education, non-profit, government, utility and other sectors to address the increasing concerns of security-conscious consumers by providing an online payment option from a trusted source.

Payroll Card for Employees with No Checking

For employees who do not have checking accounts and wish to receive electronic deposit of their payroll checks, we offer payroll cards. These payroll cards are reloadable. The City sends an ACH file (like you would for direct deposit) into a specified routing and account number attached to this payroll card. Funds are available to the employee once the funds are received. The employee has the option to use a check to cash out the funds or use the card as a debit/visa card. These cards are reloadable.

Working Capital Engagement

Your relationship team extends this offer to engage your payments teams free of charge. An on-site session will allow us to understand more about the City's process flow, from procurement to payment. U.S. Bank experts will listen and advise based upon your unique business model for maximum efficiency, flexibility and control. We recommend solutions based on optimizing the entire, tiered payables process. Partnering across all payment types in a working capital optimization engagement can be among the most transformative exercises your payables process can undergo.

2. Please provide any additional information that you believe to be pertinent but not specifically requested elsewhere in the RFP.

U.S. Bank Payment Solutions/Elavon processes and maintains all credit and debit card transaction information. Elavon supplies all hardware, software and special programming needed for implementation. All transactions are electronically authorized and settled (EDC). This can be achieved by using software installed at a central PC workstation or stand-alone point-of-sale terminals and mobile solutions.

Hardware Options (Point of Sale and Mail /Telephone Order)

U.S. Bank Payment Solutions/Elavon hardware supports all industry-standard card swipe terminals and printers (Ingenico, VeriFone). The terminal solutions are full-featured with simplicity in mind. The terminals feature a choice of integrated printers and pin-pads. All terminals can process both swipe and key-entered transactions for credit, debit, and check cards. Each terminal manufacturer offers unique advantages that will integrate with your application.

EMV Terminal (Europay, MasterCard and Visa)

U.S. Bank Payment Solutions/Elavon offers a variety of EMV-capable terminal devices that support a full range of payment types including credit, debit and EBT. Each will be able to accept and process secure EMV chip cards, protecting you and your customers from counterfeit card fraud. They also have integrated contactless technology that extends the convenience of tap and go payments, and prepares you for the acceptance of mobile wallets.

Software Solutions

U.S. Bank Payment Solutions/Elavon also supports an internal software solution called Converge. Converge, functions as a centralized electronic payment processing application that resides on an Elavon hosted server, and allows multiple entry points (PC's) for processing transactions using the Internet as the method of delivery. Average response time range of transactions processed by Converge is two to three seconds from point of request to notification of approval (or decline). Using a secure Internet connection to communicate eliminates the need for additional phone lines. Converge supports transaction payments for credit card, debit card, electronic check services. It also can support recurring payments. Converge provides these services at the point of purchase via a swipe card reader, pin pad and electronic check imager.

To address the growing technology of mobile payments Converge Mobile utilizes existing hardware, technical infrastructures and communications providers to enable mobile commerce and accept most card payments. It supports Purchase and Authorization Only transactions and works with Smartphone devices including most Apple®, Blackberry® and Google® Android mobile devices. Quick and easy set up and configuration process includes downloading the Converge (Virtual Merchant) Mobile App from the relevant App Store and entering account configuration credentials which are provided by our Acquirer (Elavon). Once your Smartphone is configured, you can accept key-entered transactions or swiped transactions can be accepted with the addition of a card reader that encrypts card data at the time of swipe to ensure security. U.S. Bank Payment Solutions supports multiple readers for multiple devices.

eCommerce Solutions Converge also has a secure payment gateway, which connects your web site to the processing power of the Elavon Network. Converge can process real-time credit card transactions by providing a buy button/payment page for a website. Converge can be easily integrated into your website with just a few lines of HTML code. Converge is a secure link between the website and the Elavon Network. The transactions are encrypted and are passed for real-time transactions. Converge transactions are not stored on the website to reduce the possibility of fraud.

Online Payments/Third Party Vendors

U.S. Bank Payment Solutions/Elavon is certified with many other internet payment engines (e.g., AUTHORIZE.NET, PAYPAL PAYFLOW PRO, and PLUG N PAY) and other government third party vendor solutions (ex; Click2Gov, Govolution, HP and OPC) which is very straight forward and simple to implement. All transactions will be electronically authorized and settled to the Elavon. This will be achieved by using the gateway and Payment engine selected with back-end functionality provided by Elavon. Because the hosting of the website is outsourced to the payment engine, Elavon will provide services through a direct certification to our payment platform. This is the process of creating the interface between the site developed/host payment vendor and Elavon payment platform. Elavon provides the network file layout specification sheet to the developer who in turn configures the payment page to communicate to Elavon payment platform for credit/debit card authorization and settlement.

VARs (Value Added Sellers)

U.S. Bank Payment Solutions/Elavon works with over 200 third party software and VAR application providers and each brings its own advantages and benefits to the specific processing environment they specialize in. With specialized switching, transaction management systems and point-of-sale hardware and software applications, the processing location environment can best be provided the unique needs and requirements that are customized to its distinctive situation.

F. Sample Contract

1. Provide a sample of the proposed contract for your firm's services. Please also provide copies of all other documents that need to be signed/entered into related to the provision of the services requested in this RFP including any documents referenced or incorporated into the contracts/agreements.

We have included the following sample contracts and agreements in the **Exhibits** section:

- Master Services Agreement
- Terms and Conditions
- Depository Agreement
- Government Contract for Deposit
- Waiver of Security

2. It is the City's intent to incorporate the Request for Proposal and your firm's proposal response as part of the overall contract. Identify any sections of your proposal that you would not be able to incorporate into a contract with the City and explain why. It is not acceptable to exclude the entire proposal.

U.S. Bank made minor revisions to agreements which are provided in **Attachments 2**. If those revisions are acceptable to the City of Napa, then U.S. Bank will be able to enter into those agreements.

G. Pricing

1. For how long will the bank guarantee the proposed fees for each Service Group? Please complete the following table:

The proposal is valid for the term of the contract.

Service Group	Fee/Rebate Guaranteed at Proposed Pricing For How Many Years?
Service Group 1: General Banking	Five years
Service Group 2: Retail Lockbox Services	Five years

2. If the City chooses to use compensating balances, are there any charges that could not be paid in this way?

The City may pay analyzed fees with compensating balances. However, in the current rate environment, this method is not recommended. Analyzed fees offset compensation balances

3. Are you willing to offer any transition or retention incentives?

Yes, The City will receive a transitional bonus of \$15,000 to use on any setup/training/implementation or equipment fee.

4. Are there any additional price breaks or incentives if both Service Groups are awarded to your firm?

The pricing in this bid is based on the City utilizing U.S. Bank for both service groups. The City will receive an additional \$5000 to use on the setup/training/implementation or equipment on any analyzed service outside of your current proposal.

H. Fee Proposal

Provided a complete fee schedule for each of the Service Groups the firm is proposing to provide. Fees related to all services described in the proposal must be listed – even if the service is not specifically references on the pro forma. Also, include any one-time or set-up charges, research fees, minimum fees, and all other fees that will be charged.

1. Service Group 1: General Banking – Complete the schedule in included in Attachment 13, using Association of Finance Professionals (AFP) Service Codes, where applicable.
2. Service Group 2: Retail Lockbox Services – Complete the schedule in included in Attachment 14, using Association of Finance Professionals (AFP) Service Codes, where applicable.

Please see the **Pricing Proposal** section for **Attachments 13** and **14**, Service Group pricing.

I. Sub-Contracting

Subcontractors may be used to perform work under the Agreement. If the Proposer intends to use subcontractors, the Proposer must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the Proposer must provide the following information concerning each prospective subcontractor within five working days from the date of the City's request:

1. Complete name of the subcontractor;
2. Complete address of the subcontractor;
3. Type of work the subcontractor will be performing;
4. Percentage of work the subcontractor will be providing;
5. Evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid State of Arizona business license;
6. A written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract; and
7. A copy of the prime-contractor/sub-contractor contract verifying the prime-contractor has the sole responsibility for any and all services under this RFP and is financially liable, without exception, to the City for all services contracted by the Proposer under this RFP.

The Proposer's failure to provide this information, within the time set, may cause the City to consider its proposal nonresponsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the City's Procurement Manager or contract administrator designated by the City.

No third party services will be used; all proposed services are processed in house by U.S. Bank employees.

J. References

The proposal should identify the Proposer's references for the Project. Proposers shall provide at least five (5) governmental clients with whom the Proposer has worked during the past three (3) years that are of similar size and complexity to the City. If a firm is proposing for more than one Service Group, provide at least three (3) references for each Service Group. Provide the name, phone number, email address, and address for each reference; also, state the service provided and length of time the service has been provided.

Proposers shall complete a Vendor Reference Form for each of the references as contained in Attachment 12.

If possible, the City prefers references that utilized the same Project Manager as will be recommended for this Project. This section of the RFP response should also include an affirmative statement that the Proposer grants its consent for the City to contact the Proposer's references for purposes of evaluating the Proposer for this Project and acknowledges that any information obtained from the Proposer's references will not be disclosed to the Proposer.

Please see the **References** section for **Attachment 12**, Vendor Reference form on the pages immediately following this section.

References

The proposal should identify the Proposer's references for the Project. Proposers shall provide at least five (5) governmental clients with whom the Proposer has worked during the past three (3) years that are of similar size and complexity to the City. If a firm is proposing for more than one Service Group, provide at least three (3) references for each Service Group. Provide the name, phone number, email address, and address for each reference; also, state the service provided and length of time the service has been provided.

Please see **Attachment 12**, Vendor Reference form on the following pages.



ATTACHMENT 12
VENDOR REFERENCE FORM

Offeror shall provide a minimum of five (5) Customer References with three (3) or more years experience with the Offeror. Local and similar size contract references are preferred.

REFERENCE #1

SERVICE GROUP	General Banking & Lockbox Services
NAME OF CUSTOMER	Alameda Municipal Power
ADDRESS	2000 Grand Street
CITY, STATE, ZIP CODE	Alameda, CA 94501
TELEPHONE #	(510) 814-5622
CONTACT	Sophie Saad
PROJECT NAME	General Banking & Lockbox Services
START DATE	10/24/2012
APPROX. COST	\$48,000 per year

REFERENCE #2

SERVICE GROUP	General Banking & Lockbox Services
NAME OF CUSTOMER	City of Martinez
ADDRESS	525 Henrietta St
CITY, STATE, ZIP CODE	Martinez, CA 94553
TELEPHONE #	(925) 372-3578
CONTACT	Kristine Sosa
PROJECT NAME	General Banking & Lockbox Services
START DATE	8/21/2006
APPROX. COST	\$72,000 per year

REFERENCE #3

SERVICE GROUP	General Banking & Lockbox Services
NAME OF CUSTOMER	Irvine Ranch Water District
ADDRESS	5600 Sand Canyon Avenue
CITY, STATE, ZIP CODE	Irvine, CA 92618
TELEPHONE #	(949) 453-5341
CONTACT	Tanya Fournier
PROJECT NAME	General Banking & Lockbox Services
START DATE	6/29/2010
APPROX. COST	\$114,000 per year

**REFERENCE #4**

SERVICE GROUP	General Banking & Lockbox Services
NAME OF CUSTOMER	North Marin Water District
ADDRESS	999 Rush Creek Place
CITY, STATE, ZIP CODE	Novato, CA 94948
TELEPHONE #	(415) 761-8909
CONTACT	David Bentley
PROJECT NAME	General Banking & Lockbox Services
START DATE	6/28/2011
APPROX. COST	\$25,000 per year

REFERENCE #5

SERVICE GROUP	General Banking
NAME OF CUSTOMER	City of Roseville
ADDRESS	311 Vernon Street
CITY, STATE, ZIP CODE	Roseville, CA 95678
TELEPHONE #	(916) 774-5323
CONTACT	Jacquie Clarizio
PROJECT NAME	General Banking Services
START DATE	3/25/2013
APPROX. COST	\$91,500 per year

REFERENCE #6

SERVICE GROUP	General Banking
NAME OF CUSTOMER	City of Palo Alto
ADDRESS	250 Hamilton Ave
CITY, STATE, ZIP CODE	Palo Alto, CA 94301
TELEPHONE #	(650) 329-2362
CONTACT	Tarun Narayan
PROJECT NAME	General Banking Services
START DATE	7/29/2014
APPROX. COST	\$60,000 per year

Pricing Proposal

Provide a complete fee schedule for each of the Service Groups the firm is proposing to provide. Fees related to all services described in the proposal must be listed – even if the service is not specifically referenced on the pro forma. Also, include any one-time or set-up charges, research fees, minimum fees, and all other fees that will be charged.

1. Service Group 1: General Banking – Complete the schedule included in Attachment 13, using Association of Finance Professionals (AFP) Service Codes, where applicable.
2. Service Group 2: Retail Lockbox Services – Complete the schedule included in Attachment 14, using Association of Finance Professionals (AFP) Service Codes, where applicable.

Pricing Disclaimer

The pricing quoted in this proposal is effective for **90 days** following the submission of this proposal. The terms of this bid, if accepted, will be in effect for the contract period. Either party may terminate the Banking Services at any time upon 90 days prior written notice.

All setup fees for the initial conversion may be covered by the Transition Bonus offered to the District.

Prices quoted in this proposal are only for those Treasury Management Services requested within this RFP. Any modified or additional Treasury Management Services will be separately priced at the time of request. Additional prices quoted are valid for 90 days following receipt by the District, after which they may be subject to change by U.S. Bank. All prices quoted are valid for the first three and one-quarter years of the contract. Prices may be subject to change, at any time, due to changes in business conditions and volumes.

Notwithstanding anything contained herein to the contrary, all Treasury Management Services provided to the District are subject to U.S. Bank's Treasury Management Services Terms and Conditions, as the same may be amended from time to time. A copy of U.S. Bank Treasury Management Services Terms and Conditions is provided in the separate **Attachments Folder** submitted with this proposal.

U.S. Bank Offer

As part of our proposal we have considered the banking services required by the District and cost of transitioning to a new financial institution. In addition to the competitive relationship pricing presented in our proposal, U.S. Bank would also like to include the following:

- The City will receive a transitional bonus of \$15,000 to use on any setup/training/implementation or equipment fee.
- The pricing in this bid is based on the City utilizing U.S. Bank for both service groups. The City will receive an additional \$5,000 to use on the setup/training/implementation or equipment on any analyzed service outside of your current proposal.
- Five years of competitive, fixed pricing.

Attachments

The below attachments have been provided in order for the City's Reference:

1. Attachment 2 – Exceptions
2. Attachment 3 – Litigation Disclosure

ATTACHMENT 2
ADDITIONS, DELETIONS AND/OR EXCEPTIONS

Please state any and all Additions, Deletions and Exceptions that you are taking to any portion of this solicitation. If not addressed below, then City of Napa assumes that the Proposer will adhere to all terms and conditions listed.

U.S. Bank would like to request minor revisions for both legal and insurance contract language.

TERMS AND CONDITIONS

1.11.1 Performance Standards - Performance of work pursuant to any award shall be to the satisfaction and full discretion of the City.

1.11.2 Insurance - Selected Proposer(s) shall provide a Certificate of Endorsement naming City as additional insured in amounts specified by City prior to initiation of any services under City contract. Coverage shall be from a company authorized to transact business in the State of California and the City of Napa and shall meet the minimum specifications requested in paragraph 13 of the sample agreement shown in Attachment 7.

1.11.3 City Facilities and Security - All work for resulting contract must be done in a manner that offers minimum interference and disruption to the normal activities of City facilities. Proposer must comply with all facility safety and security guidelines.

1.13 CONFLICT OF INTEREST DISCLOSURE

No City employee or elected or appointed member of City government may participate directly or indirectly in the procurement process pertaining to this proposal if they:

1.12.1 Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment or action in the performance of their official duties.

1.12.2 Are negotiating for or have an arrangement concerning prospective employment with Proposer. The Proposer warrants to the best of their knowledge that the submission of the proposal will not create such conflict of interest. In the event such a conflict occurs, the Proposer is to report it immediately to the Purchasing Agent. For breach or violation of this warranty, the City shall have the right to annul any contracts entered into with Proposer without liability at its discretion, and Proposer may be subject to damages and/or debarment or suspension.

1.14 GIFT POLICY

In accordance with City policy, City officials are legally precluded from accepting any gift(s) provided by any person who does business with (or is endeavoring to do business with) the City. No gifts of any size will be accepted.

1.15 PUBLIC DISCLOSURE

As a general rule, all documents received by the City are considered public records and are subject to disclosure to the public under the requirements of the California Public Records Act (California Government Code Sections 6250, *et seq.*). There are two exceptions to the general rule that are relevant to this RFP that authorize the City to refuse to disclose City records to the public for: (1) the "deliberative process"; and (2) "Confidential – Official Information."

Deliberative Process: Unless otherwise compelled by a court order, the City will not disclose any submissions under this RFP while the City conducts its “deliberative process” of reviewing the submissions. However, when the Finance Director and City Manager submit a recommendation to the City Council for final approval of the selected Proposer(s), the City shall consider all application materials to be subject to public disclosure, unless there is a legal exception to disclosure. (See, Michaelis v. Superior Court (2006) 38 Cal.4th 1065.)

Confidential – Official Information: One potential exception from public disclosure is “official information” submitted to the City in confidence, where the necessity for preserving the confidentiality of the information outweighs the necessity for disclosure in the interests of justice. (See California Government Code Section 6254(k) and Evidence Code Section 1040.)

If a respondent asserts that any portion of its submissions is subject to a legal exception to public disclosure, the respondent must: (1) clearly mark the relevant portions of its application “Confidential – Official Information” (using the separate envelope described in Section 1.10.4.4); and (2) upon request from the City, provide additional information regarding the legal basis for exception from disclosure under the Public Records Act; and (3) the respondent shall defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the “Confidential” portion of the submission.

If the City receives a request for disclosure of records identified by a respondent as “Confidential – Official Information,” the City shall take one of the following actions:

- (a) If the City determines there is a legal basis to withhold the records from disclosure, the City shall not disclose those records unless compelled by a court order; provided that, upon request by the City, the respondent shall defend, indemnify, and hold harmless the City regarding any claim or litigation by any third party for the public disclosure of the “Confidential – Official Information” portion of the submission.
- (b) If the City does not identify a legal basis to withhold the records from disclosure, the City shall provide written notice of the request for disclosure to the respondent, and the respondent shall be given an opportunity to either: (1) withdraw the records from the submission, or (2) include the records in the submission.
 - (i) To the extent the respondent chooses to withdraw the records from the application, the City shall return the records to the respondent, and those records will not be considered by the City to be part of the submission, and those records will not be maintained by the City. As a condition of returning the records to the respondent, the City may require the respondent to withdraw its submission, and defend, indemnify, and hold the harmless the City regarding any claim or litigation by any third party.
 - (ii) To the extent the respondent chooses to include the records in the submission, the City shall consider the records as part of the submission, and the records will be subject to public disclosure unless the respondent obtains a court order to preclude public disclosure.

1.16 CONFIDENTIAL SOLICITATION PROCESS

The City will not share the details of individual responses to this solicitation with competing respondents during the selection process. When the Finance Director and City Manager submit a recommendation to the City Council for final approval of the selected Proposer(s), all solicitations will become public records (except portions otherwise deemed confidential as described in Section 1.15).

Additionally, the Proposer shall not attempt to influence the decision process by lobbying or otherwise influencing decision makers, be it elected officials, City officials or staff, or any other member of the decision making body. By submitting a response to this RFP the Proposer agrees to keep the Proposers responses confidential and not engage in any activity in an attempt to influence the decision outside of the process outlined in the RFP, as may be amended from time to time.

**ATTACHMENT 7
SAMPLE AGREEMENT**

AGREEMENT FOR SERVICES

[Note: Describe services, e.g., Auditing Services for Finance Dept, Etc..]

This Agreement is dated this ____ day of _____, _____, by and between the City of Napa, a municipal corporation (hereinafter referred to as the "City"), and _____, a _____ *[fill in type of organization]* (hereinafter referred to as "Consultant").

RECITALS

A. The City requires _____.

B. The Consultant is qualified and experienced to provide such services.

NOW, THEREFORE, said City and said Consultant for the considerations hereinafter set forth, mutually agree as follows:

1. SCOPE OF WORK. Consultant shall perform those services described as Tasks in the Scope of Work and Schedule of Performance attached hereto as Exhibit "A" and incorporated herein by reference within the time frames stated therein.

2. COORDINATION. Consultant shall assign _____, to personally participate in said project and to coordinate the activities of the Consultant.

3. COMPENSATION.

[choose one of the following:]

~~A. City shall pay Consultant as compensation in full for such services and expenses at the rates set forth in the Standard Hourly Rates and Charges attached hereto as Exhibit "B" and incorporated herein by reference. Notwithstanding the above, it is agreed that Consultant shall complete all the services set forth in Exhibit "A" for a total sum not to exceed \$_____. Progress payments will be tied to completion of tasks so all payments are proportional to the work completed.~~

OR

~~A. City shall pay Consultant as compensation in full for such services the lump sum of \$_____ upon completion (and acceptance) of the work. Additional compensation terms, if any, are set forth in the attached Exhibit "B."~~

~~B. Consultant shall submit itemized monthly statements for work performed. City shall make any payment due within thirty (30) days after approval of the invoice by City. [OPTIONAL: Payment will be made for the approved amount of the invoice minus ten (10) percent. The ten (10) percent retained by City will be held until 30 days after final completion and acceptance of the contract work.]~~

C. Payments due and payable to Consultant for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the City. In the event the City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year; payment for additional work is conditional upon future City appropriation.

[choose one of the following:]

4. ~~TERM.~~ The term of this Agreement shall be from the date of its execution until the completion of the work contemplated by this Agreement and its final acceptance by City unless terminated earlier as provided herein; except that the obligations of the parties under Paragraph 12 (Indemnification) and Paragraph 13 (Insurance) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of this Agreement, and the obligations of Consultant to City shall also continue after said expiration date or early termination in relation to the obligation prescribed by Paragraph 10 (Records of Performance), Paragraph 21 (Taxes), and Paragraph 26 (Confidentiality).

OR

4. TERM. The term of this Agreement shall be from ____ to ____, unless terminated earlier as provided herein; except that the obligations of the parties under Paragraph 12 (Indemnification) and Paragraph 13 (Insurance) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of this Agreement, and the obligations of Consultant to City shall also continue after said expiration date or early termination in relation to the obligation prescribed by Paragraph 10 (Records of Performance), Paragraph 21 (Taxes), and Paragraph 26 (Confidentiality).

5. NOTICES. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

TO CITY: _____ [Dept. Name]

CITY OF NAPA
P.O. Box 660
NAPA, CA 94559-0660

TO CONSULTANT: _____

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this Paragraph.

6. AMENDMENT OF SCOPE OF WORK. City shall have the right to amend the Scope of Work within the Agreement by written notification to the Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of the Consultant to secure City's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum merit, etc. for work done without the appropriate City authorization.

7. CITY'S RIGHT TO TERMINATE/SUSPEND CONTRACT. At any time and for any or no reason, City shall have the right to terminate this Agreement, take possession of the Consultant's work, e.g., studies, preliminary drawings, computations, specifications, etc., insofar as they are complete and acceptable to the City and use the same, and pay the Consultant such equitable proportion of the total remuneration as the work satisfactorily done by the Consultant at the time of such discontinuance bears to the whole of the work required to be done by the Consultant under the terms of this Agreement. Notwithstanding the above, Consultant shall not be relieved from liability to City for damages sustained by virtue of any breach of this Agreement by Consultant, whether or not the Agreement was terminated for convenience or cause, and City may withhold payments not yet made to Consultant for the purpose of setoff until such time as the exact amount of damages due City from Consultant is determined.

8. CORRECTION OF WORK. The performance of services or acceptance of information furnished by Consultant shall not relieve the Consultant from obligation to correct any defective, inaccurate or incomplete work subsequently discovered and all such work shall be remedied by the Consultant on demand without cost to the City.

9. DELAYS AND EXTENSIONS. Time is of the essence concerning performance of this Agreement; however, the Consultant will be granted time extensions for delays beyond the Consultant's control. Time extensions will be equal to the length of the delay or as otherwise agreed upon between the Consultant and the City.

10. RECORDS OF PERFORMANCE. Consultant shall maintain adequate records of contract performance costs, expenses, etc., and make these records available for inspection, audit, and copying by the City during the agreement period and for a period of three (3) years from the date of final payment. Such time for retention shall be extended if grant funds are used to fund this project require the same.

11. SUBCONTRACTING. The City shall be an intended beneficiary of any work performed by a subconsultant for purposes of establishing a duty of care between subconsultant and City. In accordance with Government Code Section 7550, Consultant agrees to state in a separate section of any filed report the numbers and dollars amounts of all contracts and subcontracts relating to preparation of the report.

12. INDEMNIFICATION. To the full extent permitted by law, ~~except to the extent caused in whole or in part by the acts or omissions of the City.~~ Consultant shall indemnify, hold harmless, release and defend City, its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, expenses including attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity ~~including Consultant, in whole or in part,~~ arising out of Consultant's activities hereunder, including the activities of other persons employed or utilized by Consultant in the performance of this Agreement (including design defects and regardless of City's approval, use or acceptance of the work or work product hereunder) ~~excepting liabilities due to the admitted or adjudicated sole negligence or willful misconduct of City. If the adjudicated or admitted sole negligence or willful misconduct of City has contributed to a loss, Consultant shall not be obligated to indemnify City for the proportionate share of such loss caused by such sole negligence or willful misconduct.~~ This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Consultant under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant.

13. INSURANCE. Without limiting Consultant's indemnification provided herein, Consultant shall take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers (if other than the State Compensation Fund) with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Consultant, its agents, employees or subcontractors:

A. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000.00 per occurrence. If work involves explosive, underground or collapse risks, XCU must be included. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:

(1) The City, its officers, employees and agents, are covered as insureds for liability arising out of the operations performed by or on behalf of Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents and employees.

(2) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice ten (10) days for non-payment of premium to City by certified mail.

B. Automobile liability insurance with coverage at least as broad as ISO Form numbers

CA 0001 06 92, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice ten (10) days for non-payment of premium to City by certified mail.

C. Worker's Compensation insurance meeting statutory limits of Labor Code which policy shall [contain or be endorsed to contain a waiver of subrogation against City, its officers, agents, and employees and] provide for thirty (30) days prior written notice to City in the event of cancellation. If Consultant has no employees, Consultant may sign and file the following certification in lieu of insurance:

"I am aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with the provisions of that code before commencing with and during the performance of the work of this contract."

D. Professional liability insurance/errors and omission coverage in an amount no less than \$1,000,000.00 combined single limit (CSL). If insurance is written on a claim-made basis, Consultant agrees to maintain such insurance in effect for at least three (3) years following completion of performance under this Agreement.

E. Consultant shall furnish City with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by City. The endorsements shall be on forms provided by City or as approved by City Attorney. Any deductible or self-insured retention over \$100,000.00 shall be disclosed to and approved by City. If Consultant does not keep all required insurance policies in full force and effect, City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

14. STANDARD OF CARE. City relies upon the professional ability of Consultant and representations regarding the type of work to be performed as a material inducement to entering into this Agreement. Consultant agrees to use reasonable care and diligence in rendering services under this Agreement. Consultant is responsible for the work of all employees, subconsultants, and agents, and the negligence of one of them, if not adequately remedied by Consultant, shall be conclusively deemed to be the negligence of Consultant. Consultant agrees that the acceptance of his work by City shall not operate as a waiver or release of said obligation of Consultant. The absence, omission, or failure to include in this Agreement, items which are normally considered to be a part of generally accepted professional procedure or which involve specialized professional judgment appropriate to the type of work to be performed under this Agreement shall not be used as a basis for submission of inadequate work or incomplete performance.

15. COVENANT AGAINST CONTINGENT FEES. The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

16. CONFLICT OF INTEREST. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

17. STATEMENT OF ECONOMIC INTEREST. If City determines Consultant comes within the definition of Consultant under the Political Reform Act (Government Code §87100), Consultant shall

complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with the Clerk of the City of Napa disclosing Consultant and/or such other person's financial interests. In such case, Consultant shall not make or participate in making or in any way attempt to use Consultant's position to influence a governmental decision in which Consultant knows, or has reason to know, Consultant has a financial interest other than the compensation promised by this Agreement. Consultant represents that Consultant has diligently conducted a search and inventory of Consultant's economic interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that Consultant does not, to the best of Consultant's knowledge, have an economic interest that would conflict with Consultant's duties under this Agreement. Consultant will immediately advise the General Counsel of Authority if Consultant learns of an economic interest of Consultant's during the term of this Agreement.

18. DEFAULT. If Consultant should fail to perform any of his obligations hereunder, within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, City may terminate this Agreement by giving Consultant written notice of such termination, stating the reason for such termination. In such event, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total fee; provided, however, that the City may withhold payments not yet made to Consultant for the purpose of setoff until such time as the exact amount of damages due City from Consultant is determined.

19. THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

20. INDEPENDENT CONTRACTOR. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of the City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides its employees. In the event City exercises its right to terminate this Agreement, Consultant expressly agrees that he/she shall have no recourse nor right of appeal under rules, regulations, ordinances or laws applicable to employees.

21. TAXES. Consultant agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold the City harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations.

22. EMPLOYMENT PRACTICES. Consultant shall not discriminate in its performance under the Agreement either directly or indirectly on the grounds of race, color, religion, sex, age, national origin, or other prohibited grounds in its employment practices, and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or other prohibited grounds.

23. COMPLIANCE WITH LAW.

A. Consultant shall study and comply with all applicable federal, state and local laws, rules and regulations ~~affecting the applicable to~~ Consultant and his/her work hereunder and shall ensure that all subcontractors do the same. ~~[if surveyors will be used for field survey work, add: including, without limitation, compliance with the prevailing wage requirements of Labor Code Sections 1720 and 1770].~~ Consultant represents and warrants to City that Consultant has and will keep in effect during the term of this Agreement all licenses (including but not limited to the City of Napa business license), permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice Consultant's profession and to do the work hereunder.

B. Consultant agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of Consultant performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. Consultant shall make the required documentation available upon request to City for inspection.

24. TITLE TO DOCUMENTS. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by the Consultant under the Agreement, including the unlimited license to use the same for completion and maintenance of the project described in this Agreement, shall be vested in the City, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the City. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the City without restriction or limitations on their use. Consultant may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of City during the term of this Agreement or until ninety (90) days after receipt of final payment from City.

25. RIGHT TO ADEQUATE ASSURANCE OF PERFORMANCE. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arises with respect to the performance of either party, the other may in writing demand adequate assurance of due performance, and until it receives such assurance, may, if reasonable, suspend any performance for which the agreed return has not been received. "Reasonable" includes not only the conduct of a party with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceed fifteen (15) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

26. CONFIDENTIALITY. Consultant shall treat all information obtained from City in the performance of this Agreement as confidential and proprietary to City. Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this Agreement as confidential. Consultant agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Consultant's scope of work. Consultant will not disclose any information prepared for City, or obtained from City or obtained as a consequence of the performance of work, to any person other than City, or its own employees, agents or subcontractors, who have a need for the information for the performance of work under this Agreement unless such disclosure is specifically authorized in writing by the City except that Consultant may disclose such information without City's consent (i) to a bank regulatory agency or in connection with an examination of Consultant's records by bank examiners, (ii) at the express direction of any other authorized government agency, (iii) pursuant to a subpoena or other court order, or (iv) as may otherwise be required by law. Consultant shall advise City of any request for disclosure of information or of any actual or potential disclosure of information. Consultant's obligations under this paragraph shall survive the termination of this Agreement. This paragraph shall not apply to information (i) in the public domain, (ii) known to the Consultant at the time of disclosure of such information by the City to the Consultant, (iii) subsequently received by Consultant in good faith from a third party who is not known to the Consultant to be bound by a confidentiality agreement with the City or otherwise prohibited from transmitting the information to Consultant, or (iv) independently generated by Consultant.

27. ACCIDENT REPORT. If any damage (including death, personal injury, or property damage) occurs in connection with the performance of this Agreement, Consultant shall promptly submit to the City Clerk's Office a written notice of such accident with the following information:

- A. Name and address of the injured or deceased person(s);

- B. Name and address of any witness;
- C. Name and address of Consultant's insurance company; and
- D. A detailed description of the damage and whether any City property was involved.

28. ELECTRONIC COMMUNICATIONS. During the course of this Agreement, communications may occur through sending, receiving or exchanging electronic versions of documents and e-mails using commercially available computer software and Internet access. Consultant and the City acknowledge that the Internet is occasionally victimized by the creation and dissemination of so-called viruses or similar destructive electronic programs. Consultant and the City view the issues raised by these viruses seriously and have invested in document and e-mail scanning software that identify and reject files containing known viruses. Consultant agrees to update its system with the software vendor's most current releases at regular intervals. Because of the virus scanning software, the respective computer systems of the parties may occasionally reject a communication. The parties acknowledge that this occurrence is to be expected as part of the ordinary course of business. Because the virus protection industry is generally one or two steps behind new viruses, neither party can guarantee that its respective communications and documents will be virus free. Occasionally, a virus will escape and go undetected as it is passed from system to system. Although each party will use all reasonable efforts to assure that its communications are virus free, neither party warrants that its documents will be virus free. Each party agrees to advise the other if it discovers a virus in its respective system that may have been communicated to the other party.

29. ELECTRONIC OR MAGNETIC DATA. If the Scope of Work requires that Consultant provide documents in electronic or magnetic formats, they shall be provided in a manipulative form. City recognizes that electronic or magnetic data and its transmission may be damaged, may develop inaccuracies during use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. Consultant shall not be liable for any loss of use, profit, or any other damages arising from City's reuse, misuse, modification, or misinterpretation of the data submitted in electronic or magnetic form. Nothing contained in this paragraph shall affect the indemnification or standard of care required hereunder for Consultant with respect to Consultant's work and work products delivered in hard copy.

30. GENERAL PROVISIONS.

A. Headings. The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

B. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

C. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Napa.

D. Attorney's Fees. In the event any legal action is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred, whether or not such action proceeds to judgment.

E. Assignment and Delegation. Except for an assignment following a merger or acquisition of Consultant, This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Consultant's duties be delegated without the written consent of City. Any such attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent

assignment.

F. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

G. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

H. Time. Time is of the essence in carrying out the duties hereunder.

I. Entire Agreement. This Agreement, including all documents incorporated herein by reference, along with Consultant's Master Services Agreement, Services Terms and Conditions, Deposit Account Agreement, and documents referenced or incorporated therein, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

J. Each Parties' Role in Drafting the Agreement. Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

K. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF NAPA:

(Signature)

(Type name and title)

ATTEST:

(Signature)

Dorothy Roberts, City Clerk

(Type name and title)

COUNTERSIGNED:

(Signature)

Desiree Brun, City Auditor

(Type name and title)

APPROVED AS TO FORM:

CONSULTANT:

(Type name of Consultant/form of organization)*

By:

(Signature)

(Type name and title)

By:

(Signature)

(Type name and title)

Address: _____

Telephone: _____

*Corporation, partnership, limited liability corporation, sole proprietorship, etc.

Unless corporate resolution delegates an individual to sign contracts, an agreement with a corporation shall be

(Signature)

Michael W. Barrett, City Attorney

(Type name and title)

Budget Code: _____

**ATTACHMENT 8
GENERAL DEPOSITORY AGREEMENT**

General Depository Agreement U.S. Department of Housing and Urban Development OMB No, 2577-0075
Office of Public and Indian Housing Exp. 10/31/2017

This Agreement, entered into this _____ day of _____, 20____ by and between

(herein called the "HA"), a duly organized and existing public body corporate and politic of the _____
of _____
and _____

(herein called the "Depository"), located at _____

Witnesseth:

Whereas, the Department of Housing and Urban Development (herein called "HUD") has entered into one or more contracts (herein called the "Contract") with the HA for the purpose of providing financial assistance to develop and operate lower income housing projects, as authorized by the United States Housing Act of 1937, as amended (42 USC 1437, et seq.); and

Whereas, under the terms of the Contract the HA is required to select as depositories of its funds, financial institutions whose deposits or accounts are insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Share Insurance Fund (NCUSIF) as long as this Agreement is in force and effect.

Now Therefore, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. The deposits and accounts of the Depository shall continue to be insured by the FDIC Corporation or NCUSIF.
2. All monies deposited by the HA with the Depository shall be credited to the HA in a separate interest bearing deposit or interest bearing accounts, designated _____
Accounts" (herein the "Accounts"). Any portion of HA Funds not insured by a Federal insurance organization shall be fully (100%) and continuously collateralized with specific and identifiable U.S. Government or Agency securities prescribed by HUD in a notice. Collateralization is required on a daily basis at the end of the business day. Such securities shall be pledged and set aside in accordance with applicable law or Federal regulations. The HA shall have possession of the securities (or the HA will take possession of the securities) or an independent custodian (or an independent third party) holds the securities on behalf of the HA as a bailee (evidenced by safe keeping receipt and a written bailment for hire contract) and will be maintained for the full term of deposit. The Depository may substitute other securities as collateral to equal or increase the value. If the HA is an agency of an Indian tribe, the collateral shall be in United States bonds and otherwise as may be prescribed for public funds by the United States Secretary of the Treasury.
3. Except as stated in Paragraph 5, the Depository shall honor any (a) check or other order to pay from the Accounts, or (b) directive to purchase investment securities with monies from the Accounts or to sell securities, if such order or directive is in writing and signed on behalf of the HA by an officer or member designated by resolution of the Board of Directors of the HA to have such authority. To assist the Depository in its obligation, the HA shall furnish the Depository with a certified copy of the resolution.
4. Any securities received from the HA or purchased by the Depository with monies from the Accounts shall be considered to be a part of the Accounts and shall be held by the Depository in safe-keeping for the HA until sold. Interest on such securities and the proceeds from the sale thereof shall be deposited in the Account upon receipt.
5. If the Depository receives written notice from HUD that no withdrawals by the HA from the Accounts are to be permitted, the Depository shall not honor any check or other order to pay from the Accounts or directive to purchase or sell securities, or permit any withdrawals by the HA from said Accounts until the Depository is authorized to do so by written notice from HUD.
6. The Depository is not obligated to be familiar, and shall not be charged, with knowledge of the provisions of the Contract, and shall be under no duty to investigate or determine whether any action taken by either the HA or HUD in respect of the Accounts are consistent with or are authorized by the Contract or whether either HA or HUD is in default under the provisions of the Contract. The Depository shall be fully justified in accepting and acting on, without investigation, any certificate or notice furnished to it pursuant to the provisions of this Agreement and which

the Depository shall in good faith believe to have been duly authorized and executed on behalf of the party in whose name the same purports to have been made or executed.

7. Except for assignment arising under operation of law following a merger or acquisition, The rights and duties of the Depository under this Agreement shall not be transferred or assigned by the Depository without the prior written approval of the HA and HUD. This Agreement may be terminated by either party hereto upon thirty days' written notice to the other party, and HUD. The rights and duties of the Depository hereunder shall not be transferred or assigned nor shall this Agreement be terminated during any period in which the Depository is required to refuse to permit withdrawals from the Accounts as provided in Paragraph 5.

8. HUD is intended to be a third party beneficiary of this Agreement and may sue to enforce its provisions and to recover damages for failure to carry out its terms.

9. The Depository shall provide the HA with remote, electronic access to the Accounts for the purpose of monitoring the crediting or depositing of any monies in the Accounts.

10. The provisions of this Agreement may not be modified by either Party without the prior written approval of HUD.

11. Strike this paragraph if inapplicable: Previous General Depository or Savings Depository Agreements, if any, entered into between the Depository and the HA are hereby terminated and all monies and securities of the HA on deposit with or held by the Depositories pursuant to the terms of said Agreement shall continue to be held for account of the HA pursuant to and in accordance with the provisions of this Agreement.

12. For use only in certain States that have statutes that prohibit HAs from implementing paragraph 2. Strike this paragraph if paragraph 2 applies:

At no time shall the HA Funds in the Accounts be permitted to exceed the amount insured by Federal deposit insurance (herein the "Insured Amount"). At any such time as the amount of funds in the Accounts reach the Insured Amount, whether by the accrual of interest or otherwise, the Depository shall promptly, as directed by the HA, and in an amount sufficient to limit the funds in the Accounts to the Insured Amount, either: (a) remit payment to the HA or, (b) on behalf of the HA, purchase securities approved for investment by the HA. Such securities shall not be considered to be a part of the Account pursuant to Paragraph 4 hereof but shall be held by the Depository as custodian or trustee for the HA in a separate account established for that purpose by the Depository (herein the "Securities Account"). The Securities Account shall be designated _____.

Income or other proceeds from securities held in the Securities Account shall, as directed by the HA, upon receipt, be paid to or on behalf of the HA; provided, however, that such proceeds shall, to the extent consistent otherwise with the provisions of this Paragraph, be deposited in the Accounts. If the Depository receives written notice from HUD pursuant to Paragraph 5 hereof that no withdrawals by the HA from the Accounts are to be permitted, the Depository shall not honor any directive from the HA to sell securities, or permit any withdraws by the HA, from the Securities Account until the Depository is authorized to do so by written notice from HUD. During the pendency of such restrictions on the Accounts and the Securities Account, the Depository, except as directed in writing by HUD, shall not remit any payment to the HA for the purpose of limiting the amount of funds in the Account to the Insured Amount but shall instead purchase securities approved for investment by the HA and hold such securities in the Securities Account.

13. Notice required under the terms and conditions of this agreement shall be deemed to have been given when it made by:

_____, on behalf of _____
Title Organization (PHA)

_____, on behalf of _____
Title Organization (Depository)

_____, on behalf of _____
Title Organization (HUD)

Notice shall be made in writing. Notice may be delivered in person, by United States Postal Service mail, by receipted commercial mail delivery, by facsimile machine or other electronic means that clearly identifies the sender as one of the persons so authorized in this paragraph. Notice shall be considered immediate if delivered not later than 2:00 p.m. local bank time. Notice received by 2:00 p.m. local bank time shall be implemented by the Depository by 5:00 p.m. on the business day on which the notice was deemed received by the Depository's designee referenced above. Notice delivered after 2:00 p.m. local bank time shall be considered received and effective at the

opening of the following business day. Business day means every day except Saturdays, Sundays and federal holidays.

In Witness Whereof, the HA and the Depository have caused this Agreement to be executed in their respective names and their respective seal to be impressed hereon and attested as of the date and year first above written.

HA
(SEAL)
ATTEST:
By _____
Chairman

Secretary

Depository
By _____
(SEAL)
ATTEST:

TERMS AND CONDITIONS

1.11.1 **Performance Standards** - Performance of work pursuant to any award shall be to the satisfaction and full discretion of the City.

1.11.2 **Insurance** - Selected Proposer(s) shall provide a Certificate of Insurance Endorsement naming City as additional insured in amounts specified by City prior to initiation of any services under City contract. Coverage shall be from a company authorized to transact business in the State of California and the City of Napa and shall meet the minimum specifications requested in paragraph 13 of the sample agreement shown in Attachment 7.

1.11.3 **City Facilities and Security** - All work for resulting contract must be done in a manner that offers minimum interference and disruption to the normal activities of City facilities. Proposer must comply with all facility safety and security guidelines.

1.13 CONFLICT OF INTEREST DISCLOSURE

No City employee or elected or appointed member of City government may participate directly or indirectly in the procurement process pertaining to this proposal if they:

1.12.1 Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment or action in the performance of their official duties.

1.12.2 Are negotiating for or have an arrangement concerning prospective employment with Proposer. The Proposer warrants to the best of their knowledge that the submission of the proposal will not create such conflict of interest. In the event such a conflict occurs, the Proposer is to report it immediately to the Purchasing Agent. For breach or violation of this warranty, the City shall have the right to annul any contracts entered into with Proposer without liability at its discretion, and Proposer may be subject to damages and/or debarment or suspension.

1.14 GIFT POLICY

In accordance with City policy, City officials are legally precluded from accepting any gift(s) provided by any person who does business with (or is endeavoring to do business with) the City. No gifts of any size will be accepted.

1.15 PUBLIC DISCLOSURE

As a general rule, all documents received by the City are considered public records and are subject to disclosure to the public under the requirements of the California Public Records Act (California Government Code Sections 6250, *et seq.*). There are two exceptions to the general rule that are relevant to this RFP that authorize the City to refuse to disclose City records to the public for: (1) the "deliberative process"; and (2) "Confidential – Official Information."

Deliberative Process: Unless otherwise compelled by a court order, the City will not disclose any submissions under this RFP while the City conducts its “deliberative process” of reviewing the submissions. However, when the Finance Director and City Manager submit a recommendation to the City Council for final approval of the selected Proposer(s), the City shall consider all application materials to be subject to public disclosure, unless there is a legal exception to disclosure. (See, Michaelis v. Superior Court (2006) 38 Cal.4th 1065.)

Confidential – Official Information: One potential exception from public disclosure is “official information” submitted to the City in confidence, where the necessity for preserving the confidentiality of the information outweighs the necessity for disclosure in the interests of justice. (See California Government Code Section 6254(k) and Evidence Code Section 1040.)

If a respondent asserts that any portion of its submissions is subject to a legal exception to public disclosure, the respondent must: (1) clearly mark the relevant portions of its application “Confidential – Official Information” (using the separate envelope described in Section 1.10.4.4); and (2) upon request from the City, provide additional information regarding the legal basis for exception from disclosure under the Public Records Act; and (3) the respondent shall defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the “Confidential” portion of the submission.

If the City receives a request for disclosure of records identified by a respondent as “Confidential – Official Information,” the City shall take one of the following actions:

- (a) If the City determines there is a legal basis to withhold the records from disclosure, the City shall not disclose those records unless compelled by a court order; provided that, upon request by the City, the respondent shall defend, indemnify, and hold harmless the City regarding any claim or litigation by any third party for the public disclosure of the “Confidential – Official Information” portion of the submission.
- (b) If the City does not identify a legal basis to withhold the records from disclosure, the City shall provide written notice of the request for disclosure to the respondent, and the respondent shall be given an opportunity to either: (1) withdraw the records from the submission, or (2) include the records in the submission.
 - (i) To the extent the respondent chooses to withdraw the records from the application, the City shall return the records to the respondent, and those records will not be considered by the City to be part of the submission, and those records will not be maintained by the City. As a condition of returning the records to the respondent, the City may require the respondent to withdraw its submission, and defend, indemnify, and hold the harmless the City regarding any claim or litigation by any third party.
 - (ii) To the extent the respondent chooses to include the records in the submission, the City shall consider the records as part of the submission, and the records will be subject to public disclosure unless the respondent obtains a court order to preclude public disclosure.

1.16 CONFIDENTIAL SOLICITATION PROCESS

The City will not share the details of individual responses to this solicitation with competing respondents during the selection process. When the Finance Director and City Manager submit a recommendation to the City Council for final approval of the selected Proposer(s), all solicitations will become public records (except portions otherwise deemed confidential as described in Section 1.15).

Additionally, the Proposer shall not attempt to influence the decision process by lobbying or otherwise influencing decision makers, be it elected officials, City officials or staff, or any other member of the decision making body. By submitting a response to this RFP the Proposer agrees to keep the Proposers responses confidential and not engage in any activity in an attempt to influence the decision outside of the process outlined in the RFP, as may be amended from time to time.

**ATTACHMENT 7
SAMPLE AGREEMENT**

AGREEMENT FOR SERVICES

[Note: Describe services, e.g., Auditing Services for Finance Dept, Etc.,]

This Agreement is dated this ____ day of _____, _____, by and between the City of Napa, a municipal corporation (hereinafter referred to as the "City"), and _____, a _____ *[fill in type of organization]* (hereinafter referred to as "Consultant").

RECITALS

A. The City requires _____.

B. The Consultant is qualified and experienced to provide such services.

NOW, THEREFORE, said City and said Consultant for the considerations hereinafter set forth, mutually agree as follows:

1. SCOPE OF WORK. Consultant shall perform those services described as Tasks in the Scope of Work and Schedule of Performance attached hereto as Exhibit "A" and incorporated herein by reference within the time frames stated therein.

2. COORDINATION. Consultant shall assign _____, to personally participate in said project and to coordinate the activities of the Consultant.

3. COMPENSATION.

[choose one of the following:]

A. City shall pay Consultant as compensation in full for such services and expenses at the rates set forth in the Standard Hourly Rates and Charges attached hereto as Exhibit "B" and incorporated herein by reference. Notwithstanding the above, it is agreed that Consultant shall complete all the services set forth in Exhibit "A" for a total sum not to exceed \$_____. Progress payments will be tied to completion of tasks so all payments are proportional to the work completed.

OR

A. City shall pay Consultant as compensation in full for such services the lump sum of \$_____ upon completion (and acceptance) of the work. Additional compensation terms, if any, are set forth in the attached Exhibit "B."

B. Consultant shall submit itemized monthly statements for work performed. City shall make any payment due within thirty (30) days after approval of the invoice by City. *[OPTIONAL: Payment will be made for the approved amount of the invoice minus ten (10) percent. The ten (10) percent retained by City will be held until 30 days after final completion and acceptance of the contract work.]*

C. Payments due and payable to Consultant for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the City. In the event the City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year; payment for additional work is conditional upon future City appropriation.

[choose one of the following:]

4. TERM. The term of this Agreement shall be from the date of its execution until the completion of the work contemplated by this Agreement and its final acceptance by City unless terminated earlier as provided herein; except that the obligations of the parties under Paragraph 12 (Indemnification) and Paragraph 13 (Insurance) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of this Agreement, and the obligations of Consultant to City shall also continue after said expiration date or early termination in relation to the obligation prescribed by Paragraph 10 (Records of Performance), Paragraph 21 (Taxes), and Paragraph 26 (Confidentiality).

OR

4. TERM. The term of this Agreement shall be from ____ to ____, unless terminated earlier as provided herein; except that the obligations of the parties under Paragraph 12 (Indemnification) and Paragraph 13 (Insurance) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of this Agreement, and the obligations of Consultant to City shall also continue after said expiration date or early termination in relation to the obligation prescribed by Paragraph 10 (Records of Performance), Paragraph 21 (Taxes), and Paragraph 26 (Confidentiality).

5. NOTICES. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

TO CITY: _____ [Dept. Name]

CITY OF NAPA
P.O. Box 660
NAPA, CA 94559-0660

TO CONSULTANT: _____

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this Paragraph.

6. AMENDMENT OF SCOPE OF WORK. City shall have the right to amend the Scope of Work within the Agreement by written notification to the Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of the Consultant to secure City's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum merit, etc. for work done without the appropriate City authorization.

7. CITY'S RIGHT TO TERMINATE/SUSPEND CONTRACT. At any time and for any or no reason, City shall have the right to terminate this Agreement, take possession of the Consultant's work, e.g., studies, preliminary drawings, computations, specifications, etc., insofar as they are complete and acceptable to the City and use the same, and pay the Consultant such equitable proportion of the total remuneration as the work satisfactorily done by the Consultant at the time of such discontinuance bears to the whole of the work required to be done by the Consultant under the terms of this Agreement. Notwithstanding the above, Consultant shall not be relieved from liability to City for damages sustained by virtue of any breach of this Agreement by Consultant, whether or not the Agreement was terminated for convenience or cause, and City may withhold payments not yet made to Consultant for the purpose of setoff until such time as the exact amount of damages due City from Consultant is determined.

8. CORRECTION OF WORK. The performance of services or acceptance of information furnished by Consultant shall not relieve the Consultant from obligation to correct any defective, inaccurate or incomplete work subsequently discovered and all such work shall be remedied by the Consultant on demand without cost to the City.

9. DELAYS AND EXTENSIONS. Time is of the essence concerning performance of this Agreement; however, the Consultant will be granted time extensions for delays beyond the Consultant's control. Time extensions will be equal to the length of the delay or as otherwise agreed upon between the Consultant and the City.

10. RECORDS OF PERFORMANCE. Consultant shall maintain adequate records of contract performance costs, expenses, etc., and make these records available for inspection, audit, and copying by the City during the agreement period and for a period of three (3) years from the date of final payment. Such time for retention shall be extended if grant funds are used to fund this project require the same.

11. SUBCONTRACTING. The City shall be an intended beneficiary of any work performed by a subconsultant for purposes of establishing a duty of care between subconsultant and City. In accordance with Government Code Section 7550, Consultant agrees to state in a separate section of any filed report the numbers and dollars amounts of all contracts and subcontracts relating to preparation of the report.

12. INDEMNIFICATION. To the full extent permitted by law, Consultant shall indemnify, hold harmless, release and defend City, its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, expenses including attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity including Consultant, in whole or in part, arising out of Consultant's activities hereunder, including the activities of other persons employed or utilized by Consultant in the performance of this Agreement (including design defects and regardless of City's approval, use or acceptance of the work or work product hereunder) excepting liabilities due to the admitted or adjudicated sole negligence or willful misconduct of City. If the adjudicated or admitted sole negligence or willful misconduct of City has contributed to a loss, Consultant shall not be obligated to indemnify City for the proportionate share of such loss caused by such sole negligence or willful misconduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Consultant under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant.

13. INSURANCE. Without limiting Consultant's indemnification provided herein, Consultant shall ~~take out and~~ maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers (if other than the State Compensation Fund) with a current A.M. Bests rating of no less than A-:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Consultant, its agents, employees or subcontractors:

A. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000.00 per occurrence. If work involves explosive, underground or collapse risks, XCU must be included. If a general aggregate limit is used, ~~either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.~~ Said policy shall contain, or be endorsed with, the following provisions:

(1) The City, its officers, employees and agents, will be granted additional insured status are covered as insureds for liability arising out of the operations performed by or on behalf of Consultant. ~~The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents and employees.~~

(2) The policy shall not be canceled ~~or materially reduced~~ in coverage without thirty (30) days prior written notice ten (10) days for non-payment of premium to City by certified mail.

B. Automobile liability insurance with coverage at least as broad as ISO Form numbers

CA 0001 06 92, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice ten (10) days for non-payment of premium to City by certified mail.

C. Worker's Compensation insurance meeting statutory limits of Labor Code which policy shall [contain or be endorsed to contain a waiver of subrogation against City, its officers, agents, and employees and] provide for thirty (30) days prior written notice to City in the event of cancellation. If Consultant has no employees, Consultant may sign and file the following certification in lieu of insurance:

"I am aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with the provisions of that code before commencing with and during the performance of the work of this contract."

D. Professional liability insurance/errors and omission coverage in an amount no less than \$1,000,000.00- ~~aggregate combined single limit (CSL)~~. If insurance is written on a claim-made basis, Consultant agrees to maintain such insurance in effect for at least three (3) years following completion of performance under this Agreement.

E. Consultant shall furnish City with certificates ~~and original endorsements~~ effecting the required coverage prior to execution of this Agreement by City. ~~The endorsements shall be on forms provided by City or as approved by City Attorney. Any deductible or self-insured retention over \$100,000.00 shall be disclosed to and approved by City.~~ If Consultant does not keep all required insurance policies in full force and effect, City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

14. STANDARD OF CARE. City relies upon the professional ability of Consultant and representations regarding the type of work to be performed as a material inducement to entering into this Agreement. Consultant agrees to use reasonable care and diligence in rendering services under this Agreement. Consultant is responsible for the work of all employees, subconsultants, and agents, and the negligence of one of them, if not adequately remedied by Consultant, shall be conclusively deemed to be the negligence of Consultant. Consultant agrees that the acceptance of his work by City shall not operate as a waiver or release of said obligation of Consultant. The absence, omission, or failure to include in this Agreement, items which are normally considered to be a part of generally accepted professional procedure or which involve specialized professional judgment appropriate to the type of work to be performed under this Agreement shall not be used as a basis for submission of inadequate work or incomplete performance.

15. COVENANT AGAINST CONTINGENT FEES. The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

16. CONFLICT OF INTEREST. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

17. STATEMENT OF ECONOMIC INTEREST. If City determines Consultant comes within the definition of Consultant under the Political Reform Act (Government Code §87100), Consultant shall

complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with the Clerk of the City of Napa disclosing Consultant and/or such other person's financial interests. In such case, Consultant shall not make or participate in making or in any way attempt to use Consultant's position to influence a governmental decision in which Consultant knows, or has reason to know, Consultant has a financial interest other than the compensation promised by this Agreement. Consultant represents that Consultant has diligently conducted a search and inventory of Consultant's economic interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that Consultant does not, to the best of Consultant's knowledge, have an economic interest that would conflict with Consultant's duties under this Agreement. Consultant will immediately advise the General Counsel of Authority if Consultant learns of an economic interest of Consultant's during the term of this Agreement.

18. DEFAULT. If Consultant should fail to perform any of his obligations hereunder, within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, City may terminate this Agreement by giving Consultant written notice of such termination, stating the reason for such termination. In such event, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total fee; provided, however, that the City may withhold payments not yet made to Consultant for the purpose of setoff until such time as the exact amount of damages due City from Consultant is determined.

19. THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

20. INDEPENDENT CONTRACTOR. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of the City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides its employees. In the event City exercises its right to terminate this Agreement, Consultant expressly agrees that he/she shall have no recourse nor right of appeal under rules, regulations, ordinances or laws applicable to employees.

21. TAXES. Consultant agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold the City harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations.

22. EMPLOYMENT PRACTICES. Consultant shall not discriminate in its performance under the Agreement either directly or indirectly on the grounds of race, color, religion, sex, age, national origin, or other prohibited grounds in its employment practices, and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or other prohibited grounds.

23. COMPLIANCE WITH LAW.

A. Consultant shall study and comply with all applicable federal, state and local laws, rules and regulations affecting the Consultant and his/her work hereunder and shall ensure that all subcontractors do the same. *[If surveyors will be used for field survey work, add: including, without limitation, compliance with the prevailing wage requirements of Labor Code Sections 1720 and 1770].* Consultant represents and warrants to City that Consultant has and will keep in effect during the term of this Agreement all licenses (including but not limited to the City of Napa business license), permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice Consultant's profession and to do the work hereunder.

B. Consultant agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of Consultant performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. Consultant shall make the required documentation available upon request to City for inspection.

24. TITLE TO DOCUMENTS. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by the Consultant under the Agreement, including the unlimited license to use the same for completion and maintenance of the project described in this Agreement, shall be vested in the City, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the City. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the City without restriction or limitations on their use. Consultant may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of City during the term of this Agreement or until ninety (90) days after receipt of final payment from City.

25. RIGHT TO ADEQUATE ASSURANCE OF PERFORMANCE. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arises with respect to the performance of either party, the other may in writing demand adequate assurance of due performance, and until it receives such assurance, may, if reasonable, suspend any performance for which the agreed return has not been received. "Reasonable" includes not only the conduct of a party with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceed fifteen (15) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

26. CONFIDENTIALITY. Consultant shall treat all information obtained from City in the performance of this Agreement as confidential and proprietary to City. Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this Agreement as confidential. Consultant agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Consultant's scope of work. Consultant will not disclose any information prepared for City, or obtained from City or obtained as a consequence of the performance of work, to any person other than City, or its own employees, agents or subcontractors, who have a need for the information for the performance of work under this Agreement unless such disclosure is specifically authorized in writing by the City. Consultant shall advise City of any request for disclosure of information or of any actual or potential disclosure of information. Consultant's obligations under this paragraph shall survive the termination of this Agreement.

27. ACCIDENT REPORT. If any damage (including death, personal injury, or property damage) occurs in connection with the performance of this Agreement, Consultant shall promptly submit to the City Clerk's Office a written notice of such accident with the following information:

- A. Name and address of the injured or deceased person(s);
- B. Name and address of any witness;
- C. Name and address of Consultant's insurance company; and
- D. A detailed description of the damage and whether any City property was involved.

28. ELECTRONIC COMMUNICATIONS. During the course of this Agreement, communications may occur through sending, receiving or exchanging electronic versions of documents and e-mails using commercially available computer software and Internet access. Consultant and the City acknowledge that the Internet is occasionally victimized by the creation and dissemination of so-called viruses or similar

destructive electronic programs. Consultant and the City view the issues raised by these viruses seriously and have invested in document and e-mail scanning software that identify and reject files containing known viruses. Consultant agrees to update its system with the software vendor's most current releases at regular intervals. Because of the virus scanning software, the respective computer systems of the parties may occasionally reject a communication. The parties acknowledge that this occurrence is to be expected as part of the ordinary course of business. Because the virus protection industry is generally one or two steps behind new viruses, neither party can guarantee that its respective communications and documents will be virus free. Occasionally, a virus will escape and go undetected as it is passed from system to system. Although each party will use all reasonable efforts to assure that its communications are virus free, neither party warrants that its documents will be virus free. Each party agrees to advise the other if it discovers a virus in its respective system that may have been communicated to the other party.

29. ELECTRONIC OR MAGNETIC DATA. If the Scope of Work requires that Consultant provide documents in electronic or magnetic formats, they shall be provided in a manipulative form. City recognizes that electronic or magnetic data and its transmission may be damaged, may develop inaccuracies during use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. Consultant shall not be liable for any loss of use, profit, or any other damages arising from City's reuse, misuse, modification, or misinterpretation of the data submitted in electronic or magnetic form. Nothing contained in this paragraph shall affect the indemnification or standard of care required hereunder for Consultant with respect to Consultant's work and work products delivered in hard copy.

30. GENERAL PROVISIONS.

A. Headings. The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

B. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

C. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Napa.

D. Attorney's Fees. In the event any legal action is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred, whether or not such action proceeds to judgment.

E. Assignment and Delegation. This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Consultant's duties be delegated without the written consent of City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

F. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

G. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

H. Time. Time is of the essence in carrying out the duties hereunder.

I. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

J. Each Parties' Role in Drafting the Agreement. Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

K. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF NAPA:

(Signature)

(Type name and title)

ATTEST:

(Signature)

Dorothy Roberts, City Clerk

(Type name and title)

COUNTERSIGNED:

(Signature)

Desiree Brun, City Auditor

(Type name and title)

APPROVED AS TO FORM:

(Signature)

Michael W. Barrett, City Attorney

(Type name and title)

Budget Code: _____

CONSULTANT:

(Type name of Consultant/form of organization)*

By: _____

(Signature)

(Type name and title)

By: _____

(Signature)

(Type name and title)

Address: _____

Telephone: _____

*Corporation, partnership, limited liability corporation, sole proprietorship, etc.

Unless corporate resolution delegates an individual to sign contracts, an agreement with a corporation shall be signed by the President or Vice President and the Secretary or Treasurer of the corporation. A general partner shall sign on behalf of a general partnership. The managing member, if authorized, may sign on behalf of a limited liability corporation.

ATTACHMENT 8
GENERAL DEPOSITORY AGREEMENT

General Depository Agreement U.S. Department of Housing and Urban Development OMB No, 2577-0075
Office of Public and Indian Housing Exp. 10/31/2017

This Agreement, entered into this _____ day of _____, 20____ by and between

(herein called the "HA"), a duly organized and existing public body corporate and politic of the _____
of _____
and _____

(herein called the "Depository"), located at _____

Witnesseth:

Whereas, the Department of Housing and Urban Development (herein called "HUD") has entered into one or more contracts (herein called the "Contract" with the HA for the purpose of providing financial assistance to develop and operate lower income housing projects, as authorized by the United States Housing Act of 1937, as amended (42 USC 1437, et seq.); and

Whereas, under the terms of the Contract the HA is required to select as depositories of its funds, financial institutions whose deposits or accounts are insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Share Insurance Fund (NCUSIF) as long as this Agreement is in force and effect.

Now Therefore, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. The deposits and accounts of the Depository shall continue to be insured by the FDIC Corporation or NCUSIF.
2. All monies deposited by the HA with the Depository shall be credited to the HA in a separate interest bearing deposit or interest bearing accounts, designated _____, "Accounts" (herein the "Accounts"). Any portion of HA Funds not insured by a Federal insurance organization shall be fully (100%) and continuously collateralized with specific and identifiable U.S. Government or Agency securities prescribed by HUD in a notice. Collateralization is required on a daily basis at the end of the business day. Such securities shall be pledged and set aside in accordance with applicable law or Federal regulations. The HA shall have possession of the securities (or the HA will take possession of the securities) or an independent custodian (or an independent third party) holds the securities on behalf of the HA as a bailee (evidenced by safe keeping receipt and a written bailment for hire contract) and will be maintained for the full term of deposit. The Depository may substitute other securities as collateral to equal or increase the value. If the HA is an agency of an Indian tribe, the collateral shall be in United States bonds and otherwise as may be prescribed for public funds by the United States Secretary of the Treasury.
3. Except as stated in Paragraph 5, the Depository shall honor any (a) check or other order to pay from the Accounts, or (b) directive to purchase investment securities with monies from the Accounts or to sell securities, if such order or directive is in writing and signed on behalf of the HA by an officer or member designated by resolution of the Board of Directors of the HA to have such authority. To assist the Depository in its obligation, the HA shall furnish the Depository with a certified copy of the resolution.
4. Any securities received from the HA or purchased by the Depository with monies from the Accounts shall be considered to be a part of the Accounts and shall be held by the Depository in safe-keeping for the HA until sold. Interest on such securities and the proceeds from the sale thereof shall be deposited in the Account upon receipt.
5. If the Depository receives written notice from HUD that no withdrawals by the HA from the Accounts are to be permitted, the Depository shall not honor any check or other order to pay from the Accounts or directive to purchase or sell securities, or permit any withdrawals by the HA from said Accounts until the Depository is authorized to do so by written notice from HUD.
6. The Depository is not obligated to be familiar, and shall not be charged, with knowledge of the provisions of the Contract, and shall be under no duty to investigate or determine whether any action taken by either the HA or HUD in respect of the Accounts are consistent with or are authorized by the Contract or whether either HA or HUD is in default under the provisions of the Contract. The Depository shall be fully justified in accepting and acting on, without investigation, any certificate or notice furnished to it pursuant to the provisions of this Agreement and which

the Depository shall in good faith believe to have been duly authorized and executed on behalf of the party in whose name the same purports to have been made or executed.

7. The rights and duties of the Depository under this Agreement shall not be transferred or assigned by the Depository without the prior written approval of the HA and HUD. This Agreement may be terminated by either party hereto upon thirty days' written notice to the other party, and HUD. The rights and duties of the Depository hereunder shall not be transferred or assigned nor shall this Agreement be terminated during any period in which the Depository is required to refuse to permit withdrawals from the Accounts as provided in Paragraph 5.

8. HUD is intended to be a third party beneficiary of this Agreement and may sue to enforce its provisions and to recover damages for failure to carry out its terms.

9. The Depository shall provide the HA with remote, electronic access to the Accounts for the purpose of monitoring the crediting or depositing of any monies in the Accounts.

10. The provisions of this Agreement may not be modified by either Party without the prior written approval of HUD.

11. Strike this paragraph if inapplicable: Previous General Depository or Savings Depository Agreements, if any, entered into between the Depository and the HA are hereby terminated and all monies and securities of the HA on deposit with or held by the Depositories pursuant to the terms of said Agreement shall continue to be held for account of the HA pursuant to and in accordance with the provisions of this Agreement.

12. For use only in certain States that have statutes that prohibit HAs from implementing paragraph 2. Strike this paragraph if paragraph 2 applies:

At no time shall the HA Funds in the Accounts be permitted to exceed the amount insured by Federal deposit insurance (herein the "Insured Amount"). At any such time as the amount of funds in the Accounts reach the Insured Amount, whether by the accrual of interest or otherwise, the Depository shall promptly, as directed by the HA, and in an amount sufficient to limit the funds in the Accounts to the Insured Amount, either: (a) remit payment to the HA or, (b) on behalf of the HA, purchase securities approved for investment by the HA. Such securities shall not be considered to be a part of the Account pursuant to Paragraph 4 hereof but shall be held by the Depository as custodian or trustee for the HA in a separate account established for that purpose by the Depository (herein the "Securities Account"). The Securities Account shall be designated _____.

Income or other proceeds from securities held in the Securities Account shall, as directed by the HA, upon receipt, be paid to or on behalf of the HA; provided, however, that such proceeds shall, to the extent consistent otherwise with the provisions of this Paragraph, be deposited in the Accounts. If the Depository receives written notice from HUD pursuant to Paragraph 5 hereof that no withdrawals by the HA from the Accounts are to be permitted, the Depository shall not honor any directive from the HA to sell securities, or permit any withdraws by the HA, from the Securities Account until the Depository is authorized to do so by written notice from HUD. During the pendency of such restrictions on the Accounts and the Securities Account, the Depository, except as directed in writing by HUD, shall not remit any payment to the HA for the purpose of limiting the amount of funds in the Account to the Insured Amount but shall instead purchase securities approved for investment by the HA and hold such securities in the Securities Account.

13. Notice required under the terms and conditions of this agreement shall be deemed to have been given when it made by:

_____, on behalf of _____
Title Organization PHA)

_____, on behalf of _____
Title Organization (Depository)

_____, on behalf of _____
Title Organization (HUD)

Notice shall be made in writing. Notice may be delivered in person, by United States Postal Service mail, by receipted commercial mail delivery, by facsimile machine or other electronic means that clearly identifies the sender as one of the persons so authorized in this paragraph. Notice shall be considered immediate if delivered not later than 2:00 p.m. local bank time. Notice received by 2:00 p.m. local bank time shall be implemented by the Depository by 5:00 p.m. on the business day on which the notice was deemed received by the Depository's designee referenced above. Notice delivered after 2:00 p.m. local bank time shall be considered received and effective at the

opening of the following business day. Business day means every day except Saturdays, Sundays and federal holidays.

In Witness Whereof, the HA and the Depository have caused this Agreement to be executed in their respective names and their respective seal to be impressed hereon and attested as of the date and year first above written.

HA

(SEAL)

ATTEST:

By _____

Chairman

Secretary

Depository

By _____

(SEAL)

ATTEST:



ATTACHMENT 3
LITIGATION DISCLOSURE

Please list ALL prior or pending litigation, either civil or criminal, including complaints or actions by any regulatory agencies; in which the Proposer, any of its partners, members or employees is or has been involved within the last ten (10) years. If none, then so state.

While at any given time, including the present, U.S. Bank National Association is involved in disputes and litigation which normally occur in banking operations and which often involve claims for money damages, these pending cases are generally not considered unusual in number or amount, and, based on past experiences in similar litigation, should not have a material adverse effect on the financial position of U.S. Bank, nor impact the delivery of banking services to the City. As a practice, we do not comment on any past or pending litigation, unless pending litigation is significant. For additional public information about U.S. Bancorp (holding company) and its subsidiaries, please refer to the most recent annual report of U.S. Bancorp.

<http://phx.corporate-ir.net/phoenix.zhtml?c=117565&p=irol-financialinfo>

Exhibits

The below exhibits have been provided in order for the City's Reference:

1. Previous Day Detail and Summary Report
2. Current Day Detail and Summary Report
3. Full and Partial Reconciliation Sample Reports
4. Account Analysis
5. DDA Statement
6. FAF Quarterly Fact Sheet Class Z
7. FAF Prospectus Class Z
8. Government Obligations Weekly Holdings
9. Lockbox Specifications Guide
10. U.S. Bank Security Posture
11. Insurance Certificates
12. Insurance Certificate – Cyber

Previous Day Summary and Detail

Sample Company A
 SinglePoint
 Reported Activity as of 11/06/20XX
 Printed on 11/07/20XX at 12:27 PM CST

Bank Name	USBMN - US BANK OF MINNESOTA
Account Number	123456789012
Account Name	Sample Account A
Ledger Balance	\$7,551,044.80
Collected + 1 Day	\$1,237,959.88
Opening Collected	\$1,769,895.39
One Day Float	\$7,105,807.43
2 Day Float	\$38,129.87
3 Day + Float	\$0.00
Total Credits	\$186,810,591.76
Number of Credits	32
Total Debits	\$192,033,754.20
Total Amount of Debits	39
MTD Avg Collected	\$271,840.55
MTD Avg Neg Collected	-\$640,254.27

CREDITS

Customer Deposit(s)

Dollar Amount	Transaction Details
\$7,131,515.19	IMMEDIATE FUNDS: 0.00/ 1 DAY FLOAT: 7,094,000.39/ 2 DAY FLOAT: 37,514.80/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXX3037
\$12,188.38	IMMEDIATE FUNDS: 12,188.38/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXX458
\$6,028.88	IMMEDIATE FUNDS: 102.24/ 1 DAY FLOAT: 5,430.01/ 2 DAY FLOAT: 429.08/ 3 OR MORE DAY FLOAT: 67.55/ Bank Reference: XXXXXX544
\$2,505.34	IMMEDIATE FUNDS: 18.15/ 1 DAY FLOAT: 2,472.50/ 2 DAY FLOAT: 14.69/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXX321
\$1,991.52	IMMEDIATE FUNDS: 74.97/ 1 DAY FLOAT: 1,818.12/ 2 DAY FLOAT: 98.43/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXX026
\$1,628.38	IMMEDIATE FUNDS: 69.11/ 1 DAY FLOAT: 1,486.40/ 2 DAY FLOAT: 72.87/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXX812
\$600.01	IMMEDIATE FUNDS: 0.00/ 1 DAY FLOAT: 600.01/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXX418

Subtotal: 7 Customer Deposit(s)**\$7,156,457.70****ACH Settlement Credit(s)**

Dollar Amount	Transaction Details
\$86,149.91	PAYROLL SETTLEMENT ABC COMPANY Bank Reference: XXXXXXXX888

Subtotal: 1 ACH Settlement Credit(s)**\$86,149.91****ACH Credit Detail(s)+A120**

Dollar Amount	Transaction Details
\$1,282,770.71	BANKCARD XXXXXXXX043 XXX241 DEPOSIT/SETTLE Bank Reference: XXXXXXXX970 Transaction Reference: XXXXXXXX001
\$986,660.00	BANKCARD XXXXXXXX043 XXX241 DEPOSIT/SETTLE Bank Reference: XXXXXXXX920 Transaction Reference: XXXXXXXX011
\$800,502.00	BANKCARD XXXXXXXX043 XXX241 DEPOSIT/SETTLE Bank Reference: XXXXXXXX708 Transaction Reference: XXXXXXXX021
\$200,300.00	BANKCARD XXXXXXXX043 XXX241 DEPOSIT/SETTLE Bank Reference: XXXXXXXX270 Transaction Reference: XXXXXXXX051
\$150,000.00	BANKCARD XXXXXXXX043 XXX241 DEPOSIT/SETTLE Bank Reference: XXXXXXXX271 Transaction Reference: XXXXXXXX061
\$98,000.00	BANKCARD XXXXXXXX043 XXX241 DEPOSIT/SETTLE Bank Reference: XXXXXXXX500 Transaction Reference: XXXXXXXX004
\$35,896.99	SETTLEMENTXXXXXXXX270 XXXXXXXXXXXXXXX001 DISCOVER NETWORK Bank Reference: XXXXXXXX903 Transaction Reference: XXXXXXXX000
\$20,000.00	SETTLEMENTXXXXXXXX270 XXXXXXXXXXXXXXX001 DISCOVER NETWORK Bank Reference: XXXXXXXX893 Transaction Reference: XXXXXXXX020
\$1,750.00	SETTLEMENTXXXXXXXX270 XXXXXXXXXXXXXXX001 DISCOVER NETWORK Bank Reference: XXXXXXXX788 Transaction Reference: XXXXXXXX221

Subtotal: 9 ACH Credit Detail(s)**\$3,575,879.70****Incoming Wire Transfers**

Dollar Amount	Transaction Details
\$161,501,073.77	PAR Number: 0X1107002029 Fed Ref: 000275 Date/Time Received: November 7,20XX 07:44:00 CDT Originator: 1234567890123456 SAMPLE COMPANY BCDEF CITY STATE Originator Bank: BBREXPLPWMUL BRE BANK S.A. (FORMERLY BANK ROZWOJ U EKSPORTU S.A.) LODZ POLAND* Sending Bank: 0210000XX BANK ABCD Receiving Bank: 091000022US BANK MINNESOTA Beneficiary Ref: SWF OF 05/08/01 Originator to Beneficiary Info: ITEM 7531216038 HP 54720A GENNEX79* IMAD: 20XX1107B1QGC08C000275

\$8,002,880.00	PAR Number: 0X1107000165 Date/Time Received: November 7,20XX 08:03:08 CDT Originator: 000123456789012 SAMPLE COMPANY ABC CITY STATE Originator to Beneficiary Info: ITEM 7531216038 HP 54720A GENNEX79*
\$6,200,504.00	PAR Number: 0X1107000166 Date/Time Received: November 7,20XX 08:03:08 CDT Originator: 000123456789012 SAMPLE COMPANY ABC CITY STATE Originator to Beneficiary Info: ITEM 7531216038 HP 54720A GENNEX79*
\$6,786.00	PAR Number: 0X1107000176 Date/Time Received: November 7,20XX 08:03:08 CDT Originator: 000123456789012 SAMPLE COMPANY ABC CITY STATE Originator to Beneficiary Info: ITEM 7531216038 HP 54720A GENNEX79*
\$3,000.00	PAR Number: 0X1107000109 Date/Time Received: November 7,20XX 08:03:08 CDT Originator: 000123456789012 SAMPLE COMPANY ABC CITY STATE Originator to Beneficiary Info: ITEM 7531216038 HP 54720A GENNEX79*

Subtotal: 4 Incoming Wire Transfers**\$175,714,243.77****Sweep Interest Income**

Dollar Amount	Transaction Details
\$28.55	COMMERCIAL PAPER SWEEP INTEREST IMMEDIATE FUNDS: 28.55/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference:
\$23.13	COMMERCIAL PAPER SWEEP INTEREST IMMEDIATE FUNDS: 23.13/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference:

Subtotal: 2 Sweep Interest Income**\$51.68****Sweep Principal Credit**

Dollar Amount	Transaction Details
\$277,798.91	COMMERCIAL PAPER SWEEP PRINCIPAL IMMEDIATE FUNDS: 277,798.91/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference:

Subtotal: 1 Sweep Principal Credit**\$277,798.91**

Miscellaneous Credit(s)

Dollar Amount	Transaction Details
\$4.14	MISCELLANEOUS CREDIT IMMEDIATE FUNDS: 4.14/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXXX825 Transaction Reference: XXXXXXX065
\$2.14	MISCELLANEOUS CREDIT IMMEDIATE FUNDS: 2.14/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXXX825 Transaction Reference: XXXXXXX065
\$2.01	MISCELLANEOUS CREDIT IMMEDIATE FUNDS: 2.01/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXXX825 Transaction Reference: XXXXXXX065
\$1.56	MISCELLANEOUS CREDIT IMMEDIATE FUNDS: 1.56/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXXX825 Transaction Reference: XXXXXXX065
\$0.11	MISCELLANEOUS CREDIT IMMEDIATE FUNDS: 0.11/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXXX542 Transaction Reference: XXXXXXX070
\$0.09	MISCELLANEOUS CREDIT IMMEDIATE FUNDS: 0.09/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXXX616 Transaction Reference: XXXXXXX005
\$0.04	MISCELLANEOUS CREDIT IMMEDIATE FUNDS: 0.04/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXXX540 Transaction Reference: XXXXXXX070

Subtotal: 7 Miscellaneous Credit(s)**\$10.09****TOTAL CREDITS****\$1,730,025.19**

DEBITS**ACH Debit(s)**

Dollar Amount	Transaction Details
\$47,855.52	021406-HAVRE XXXXXXXX554 AC#XXXXXXXXX6283 Bank Reference:
\$728.31	SETTLEMENTXXXXXXXXX270 XXXXXXXXXXXXXXX001 DISCOVER NETWORK Bank Reference: XXXXXXXX144 Transaction Reference: XXXXXXXX001

Subtotal: 2 ACH Debit(s)**\$48,583.83****Check(s) Paid**

Dollar Amount	Transaction Details
\$913,184.04	Bank Reference: 7716982 3456789012 Transaction Reference: 0000000012
\$900,061.00	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000013
\$121,600.00	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000018
\$55,121.00	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000001
\$48,400.00	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000044
\$20,371.00	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000014
\$10,146.76	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000022
\$4,233.00	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000089
\$910.96	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000068
\$158.85	Bank Reference: XXXXXXXX643 Transaction Reference: XXXXXXXX059
\$4.35	Bank Reference: 7717228 1234567890 Transaction Reference: 0000000042

Subtotal: 11 Check(s) Paid**\$2,074,190.96****Target Balance Debit(s)**

Dollar Amount	Transaction Details
\$49,429,333.32	FUNDS TRANSFER TO DDA ACT XXX302016305 Bank Reference: XXXX000693
\$5,379,013.60	FUNDS TRANSFER TO DDA ACT XXX300504104 Bank Reference: XXXX000625
\$1,526,409.62	FUNDS TRANSFER TO DDA ACT XXX302016628 Bank Reference: XXXX000695

Subtotal: 3 Target Balance Debit(s)**\$56,334,756.54****Outgoing Wire Transfers**

Dollar Amount	Transaction Details
\$106,012,003.00	PAR Number: 0X1107501171 Fed Ref: 000006 Date/Time Completed: November 7,20XX 08:03:08 CDT Repeat Code: 12345 Receiving Bank: ABCDEF Bank. Beneficiary Bank: E CREDIT UNION BANK LTD Beneficiary: 0123456799012345 SAMPLE CO GHIJ Beneficiary Ref: ITEM 12345

ATTACHMENT 2

Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 123456
Originator: 000123456789012 SAMPLE COMPANY ABC CITY ROAD 18 NORTH MINNEAPOLIS MN 55428
IMAD: 21156465654
Source: SPT Control Number: 12002
Initiated By: User1 on Wed Nov 11 14:00:46 CDT 20XX
Approved By: User2 on Wed Nov 11 14:01:04 CDT 20XX

\$13,424,624.16 PAR Number: 0X1107501181
Fed Ref: 000006
Date/Time Completed: November 7,20XX 08:03:08 CDT
Repeat Code: 12345
Receiving Bank: ABCDEF Bank.
Beneficiary Bank: E CREDIT UNION BANK LTD
Beneficiary: 0123456799012345 SAMPLE CO GHIJ
Beneficiary Ref: ITEM 12345
Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 123456
Originator: 000123456789012 SAMPLE COMPANY ABC CITY ROAD 18 NORTH MINNEAPOLIS MN 55428
IMAD: 21156465654
Source: SPT Control Number: 12002
Initiated By: User1 on Wed Nov 11 14:00:46 CDT 20XX
Approved By: User2 on Wed Nov 11 14:01:04 CDT 20XX

\$5,822,052.00 PAR Number: 0X1107501181
Fed Ref: 000006
Date/Time Completed: November 7,20XX 08:03:08 CDT
Repeat Code: 12345
Receiving Bank: ABCDEF Bank.
Beneficiary Bank: E CREDIT UNION BANK LTD
Beneficiary: 0123456799012345 SAMPLE CO GHIJ
Beneficiary Ref: ITEM 12345
Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 123456
Originator: 000123456789012 SAMPLE COMPANY ABC CITY ROAD 18 NORTH MINNEAPOLIS MN 55428
IMAD: 21156465654
Source: SPT Control Number: 12002
Initiated By: User1 on Wed Nov 11 14:00:46 CDT 20XX
Approved By: User2 on Wed Nov 11 14:01:04 CDT 20XX

\$4,821,000.00 PAR Number: 0X1107501181
Fed Ref: 000006
Date/Time Completed: November 7,20XX 08:03:08 CDT
Repeat Code: 12345
Receiving Bank: ABCDEF Bank.
Beneficiary Bank: E CREDIT UNION BANK LTD
Beneficiary: 0123456799012345 SAMPLE CO GHIJ
Beneficiary Ref: ITEM 12345
Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 123456
Originator: 000123456789012 SAMPLE COMPANY ABC CITY ROAD 18 NORTH MINNEAPOLIS MN 55428
IMAD: 21156465654
Source: SPT Control Number: 12002
Initiated By: User1 on Wed Nov 11 14:00:46 CDT 20XX
Approved By: User2 on Wed Nov 11 14:01:04 CDT 20XX

\$2,848,500.00 PAR Number: 0X1107501181
Fed Ref: 000006
Date/Time Completed: November 7,20XX 08:03:08 CDT
Repeat Code: 12345
Receiving Bank: ABCDEF Bank.
Beneficiary Bank: E CREDIT UNION BANK LTD
Beneficiary: 0123456799012345 SAMPLE CO GHIJ
Beneficiary Ref: ITEM 12345
Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 123456
Originator: 000123456789012 SAMPLE COMPANY ABC CITY ROAD 18 NORTH MINNEAPOLIS MN 55428
IMAD: 21156465654
Source: SPT Control Number: 12002
Initiated By: User1 on Wed Nov 11 14:00:46 CDT 20XX

Approved By: User2 on Wed Nov 11 14:01:04 CDT 20XX

\$109,000.00 PAR Number: 0X1107501181
 Fed Ref: 000006
 Date/Time Completed: November 7,20XX 08:03:08 CDT
 Repeat Code: 12345
 Receiving Bank: ABCDEF Bank.
 Beneficiary Bank: E CREDIT UNION BANK LTD
 Beneficiary: 0123456799012345 SAMPLE CO GHIJ
 Beneficiary Ref: ITEM 12345
 Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 123456
 Originator: 000123456789012 SAMPLE COMPANY ABC CITY ROAD 18 NORTH MINNEAPOLIS MN 55428
 IMAD: 21156465654
 Source: SPT Control Number: 12002
 Initiated By: User1 on Wed Nov 11 14:00:46 CDT 20XX
 Approved By: User2 on Wed Nov 11 14:01:04 CDT 20XX

Subtotal: 5 Outgoing Wire Transfers**\$133,037,179.16****Securities Purchased**

Dollar Amount	Transaction Details
\$530,774.66	SWEEP TO COMMERCIAL PAPER INVESTMENT Bank Reference: XXXXXXXX107

Subtotal: 1 Securities Purchased**\$530,774.66****Currency and Coin Shipped**

Dollar Amount	Transaction Details
\$2,525.00	COIN/CURRENCY PURCHASED Bank Reference: XXXXXXXX641 Transaction Reference: XXXXXXXX062
\$2,300.00	COIN/CURRENCY PURCHASED Bank Reference: XXXXXXXX214 Transaction Reference: XXXXXXXX020
\$600.00	COIN/CURRENCY PURCHASED Bank Reference: XXXXXXXX261 Transaction Reference: XXXXXXXX005

Subtotal: 3 Currency and Coin Shipped**\$5,425.00****Miscellaneous Fee(s)**

Dollar Amount	Transaction Details
\$63.64	Bank Reference: XXXXXXXX020
\$42.52	Bank Reference: XXXXXXXX020
\$34.90	Bank Reference: XXXXXXXX038
\$31.00	Bank Reference: XXXXXXXX042
\$21.00	Bank Reference: XXXXXXXX072
\$20.00	Bank Reference: XXXXXXXX073
\$18.00	Bank Reference: XXXXXXXX083
\$15.61	Bank Reference: XXXXXXXX013
\$11.01	Bank Reference: XXXXXXXX093
\$10.12	Bank Reference: XXXXXXXX088

Subtotal: 10 Miscellaneous Fee(s)**\$267.80****Miscellaneous Debit(s)**

Dollar Amount	Transaction Details
---------------	---------------------

Printed on 11/07/20XX at 12:27 PM CST

\$2,575.00	CIB BOOK TRANSFER INTO DDA XXXXXXXX068
	Bank Reference:
\$0.71	Bank Reference: XXXXXXXX683
	Transaction Reference: XXXXXXXX070
\$0.45	Bank Reference: XXXXXXXX567
	Transaction Reference: XXXXXXXX044
\$0.09	Bank Reference: XXXXXXXX035
	Transaction Reference: XXXXXXXX008

Subtotal: 4 Miscellaneous Debit(s) \$2,576.25

TOTAL DEBITS \$588,786.39

GRAND TOTAL

Ledger Balance	\$7,551,044.80
Collected + 1 Day	\$1,237,959.88
Opening Collected	\$1,769,895.39
One Day Float	\$7,105,807.43
2 Day Float	\$38,129.87
3 Day + Float	\$0.00
MTD Avg Collected	\$271,840.55
MTD Avg Neg Collected	-\$640,254.27
Total Amount of Credits	\$186,810,591.76
Number of Credits	32
Total Amount of Debits	\$192,033,754.20
Number of Debits	39

---End of Report---

Current Day Summary and Detail

Sample Company A
 SinglePoint
 Reported Activity as of 11/07/20XX
 Printed on 11/07/20XX at 12:27 PM CST

Bank Name	USBMN - US BANK OF MINNESOTA
Account Number	123456789012
Account Name	Sample Account A
Opening Ledger Balance	\$7,551,044.80
Interim Ledger	\$11,450,964.83
Opening Collected Balance	\$1,237,959.88
Interim 1 Day Float	\$2,316.89
Interim 2 Day Float	\$0.00
Interim 3 + Day Float	\$0.00
Collected Balance + 1 Day Float	\$1,240,276.77
Number of Credits	15
Total Amount of Credits	\$4,057,796.59
Number of Debits	10
Total Amount of Debits	\$158,146.56

CREDITS

Customer Deposit

Dollar Amount	Transaction Details
\$3,901,247.75	Bank Reference: 1627983 00000000000
\$46,000.00	Bank Reference: 1611246 00000000000
\$8,400.00	Bank Reference: 7890123 00000000000
\$12,600.00	Bank Reference: 3456789 00000000000
\$8,400.00	Bank Reference: 8901234 00000000000
\$12,600.00	Bank Reference: 4567890 00000000000
\$8,400.00	Bank Reference: 67890123 00000000000
\$0.00	DEPOSIT/FLOAT ADJUSTMENT Bank Reference: 1122334 00000000000 One Day Float: \$2,316.89 Two Day Float: 0 Three Day+ Float: 0
Subtotal: 8 Customer Deposit(s)	
\$3,997,647.75	

Internal Wire Transfer Credit**Dollar Amount Transaction Details**

\$0.33	Amount: \$0.33 PAR Number: 0X1107000111 Date/Time: Date: 11/07/20XX Time: 12:33:03 PM CST Debit Account: XXXXXXXX12345 - SINGLEPOINT ACCOUNT B Originator: Sample Company ABC City State Details: For further credit Sample Recipient XXXXXXXX
\$1.00	Amount: \$1.00 PAR Number: 0X1107000112 Date/Time: Date: 11/07/20XX Time: 12:33:03 PM CST Debit Account: XXXXXXXX12345 - SINGLEPOINT ACCOUNT B Originator: Sample Company ABC City State Details: For further credit Sample Recipient XXXXXXXX
\$3.00	Amount: \$3.00 PAR Number: 0X1107000113 Date/Time: Date: 11/07/20XX Time: 12:33:03 PM CST Debit Account: XXXXXXXX12345 - SINGLEPOINT ACCOUNT B Originator: Sample Company ABC City State Details: For further credit Sample Recipient XXXXXXXX
\$9.51	Amount: \$9.51 PAR Number: 0X1107000114 Date/Time: Date: 11/07/20XX Time: 12:33:03 PM CST Debit Account: XXXXXXXX12345 - SINGLEPOINT ACCOUNT B Originator: Sample Company ABC City State Details: For further credit Sample Recipient XXXXXXXX
\$33.00	Amount: \$33.00 PAR Number: 0X1107000115 Date/Time: Date: 11/07/20XX Time: 12:33:03 PM CST Debit Account: XXXXXXXX12345 - SINGLEPOINT ACCOUNT B Originator: Sample Company ABC City State Details: For further credit Sample Recipient XXXXXXXX
\$102.00	Amount: \$102.00 PAR Number: 0X1107000116 Date/Time: Date: 11/07/20XX Time: 12:33:03 PM CST Debit Account: XXXXXXXX12345 - SINGLEPOINT ACCOUNT B Originator: Sample Company ABC City State Details: For further credit Sample Recipient XXXXXXXX

Subtotal: 6 Incoming Internal Wire Transfer(s)
\$148.84

Incoming Fedwire

Dollar Amount	Transaction Details
\$60,000.00	Bank Reference: 987654321011 Transaction Reference: 48982571 Amount: \$60,000.00 Beneficiary Bank: XYZ Bank Beneficiary Ref: RFB FIELD* Credit Account: XXXXXXXXX9012 Details: For further credit Sample Recipient XXXXXXXX Fed Ref: 000111 Initiated By: SampleUser2 on Fri November 07 16:54:16 CST 20XX OMAD: Originator: Sample Company ABC City State PAR Number: 0X1107000117 Receiving Bank: 091000000 BANK STATE Repeat Code: 1234 Send Date: Friday, November 07, 20XX Source: SPT Control Number: 123456

Subtotal: 1 Incoming Fedwire
\$60,000.00

Total Credits: 15
\$4,057,796.59

DEBITS**ACH Debit**

Dollar Amount	Transaction Details
\$58,000.00	USATAXPMT1234567890 01234567890

Subtotal: 1 ACH Debit
\$58,000.00

Internal Wire Transfer Debit

Dollar Amount	Transaction Details
\$0.22	Amount: \$0.22 PAR Number: 0X1107000321 Send Date: Friday, November 7, 20XX Repeat Code: Wire 38 Credit Account: XXXXXXXX1234 - SAMPLE CO 1234 Details: For further credit Sample Recipient XXXXXXXX Initiated by: User1 on Fri Nov 7 08:42:26 CST 20XX Approved by: User2 on Fri Nov 7 08:44:26 CST 20XX
\$1.00	Amount: \$1.00 PAR Number: 0X1107000322 Send Date: Friday, November 7, 20XX Repeat Code: Wire 39 Credit Account: XXXXXXXX1234 - SAMPLE CO 1234 Details: For further credit Sample Recipient XXXXXXXX Initiated by: User1 on Fri Nov 7 08:42:26 CST 20XX Approved by: User2 on Fri Nov 7 08:44:26 CST 20XX
\$2.00	Amount: \$2.00 PAR Number: 0X1107000323 Send Date: Friday, November 7, 20XX Repeat Code: Wire 40 Credit Account: XXXXXXXX1234 - SAMPLE CO 1234 Details: For further credit Sample Recipient XXXXXXXX Initiated by: User1 on Fri Nov 7 08:42:26 CST 20XX Approved by: User2 on Fri Nov 7 08:44:26 CST 20XX
\$9.34	Amount: \$9.34 PAR Number: 0X1107000324 Send Date: Friday, November 7, 20XX Repeat Code: Wire 41 Credit Account: XXXXXXXX1234 - SAMPLE CO 1234 Details: For further credit Sample Recipient XXXXXXXX Initiated by: User1 on Fri Nov 7 08:42:26 CST 20XX Approved by: User2 on Fri Nov 7 08:44:26 CST 20XX
\$22.00	Amount: \$22.00 PAR Number: 0X1107000325 Send Date: Friday, November 7, 20XX Repeat Code: Wire 42 Credit Account: XXXXXXXX1234 - SAMPLE CO 1234 Details: For further credit Sample Recipient XXXXXXXX Initiated by: User1 on Fri Nov 7 08:42:26 CST 20XX Approved by: User2 on Fri Nov 7 08:44:26 CST 20XX

\$101.00 Amount: \$101.00
 PAR Number: 0X1107000326
 Send Date: Friday, November 7, 20XX
 Repeat Code: Wire 43
 Credit Account: XXXXXXXX1234 - SAMPLE CO 1234
 Details: For further credit Sample Recipient XXXXXXXX
 Initiated by: User1 on Fri Nov 7 08:42:26 CST 20XX
 Approved by: User2 on Fri Nov 7 08:44:26 CST 20XX

Subtotal: 6 Incoming Internal Wire Transfer(s)
 \$135.56

Customer Initiated Outgoing Fedwire

Dollar Amount	Transaction Details
\$60,000.00	Approved By: SampleUser1 on Fri November 07 16:54:16 CST 20XX Beneficiary Bank: 1234567891 Main Bank Beneficiary Ref: RFB FIELD* Credit Account: XXXX00001234 FRB CITY Details: For further credit Sample Recipient XXXXXXXX Fed Ref: 000123 Initiated By: SampleUser2 on Fri November 07 16:54:16 CST 20XX OMAD: 34567 Originator: XXXX00001234 SAMPLE CO1234 PAR Number: 0X1107000327 Receiving Bank: 091000000 BANK STATE Repeat Code: 1234 Send Date: Friday, November 07, 20XX Source: SPT Control Number: 123456
\$40,000.00	Approved By: SampleUser1 on Fri November 07 16:54:16 CST 20XX Beneficiary Bank: 1234567891 Main Bank Beneficiary Ref: RFB FIELD* Credit Account: XXXX00001234 FRB CITY Details: For further credit Sample Recipient XXXXXXXX Fed Ref: 001234 Initiated By: SampleUser2 on Fri November 07 16:54:16 CST 20XX OMAD: 34567 Originator: XXXX00001234 SAMPLE CO1234 PAR Number: 0X1107000328 Receiving Bank: 091000000 BANK STATE Repeat Code: 1234 Send Date: Friday, November 07, 20XX Source: SPT Control Number: 123456

Subtotal: 2 Customer Initiated Outgoing Fed Wire(s)
 \$100,000.00

Outgoing USD International

Dollar Amount	Transaction Details
\$11.00	Approved By: SampleUser1 on Fri November 07 16:54:16 CST 20XX
	Beneficiary Bank: FOREIGNBANK1234
	Bank to Bank Info:
	Beneficiary Ref:
	Beneficiary: XX-123456 MODIFY INTL USD TEMPLAT
	Details: For further credit Sample Recipient XXXXXXXX
	Initiated By: SampleUser2 on Fri November 07 16:54:16 CST 20XX
	Intermediary Bank:
	Originator: XXXX00001234 SAMPLE CO1234
	PAR Number: 0X1107000329
	Receiving Bank: 091000000 MAIN BANK
	Send Date: Friday, November 07, 20XX
	Source: SPT Control Number: 123456
	Swift Ref: IMT234567890
	Value Date: Friday, November 07, 20XX

Subtotal: 1 Outgoing USD International
\$11.00

Total Debits: 10
\$158,146.56

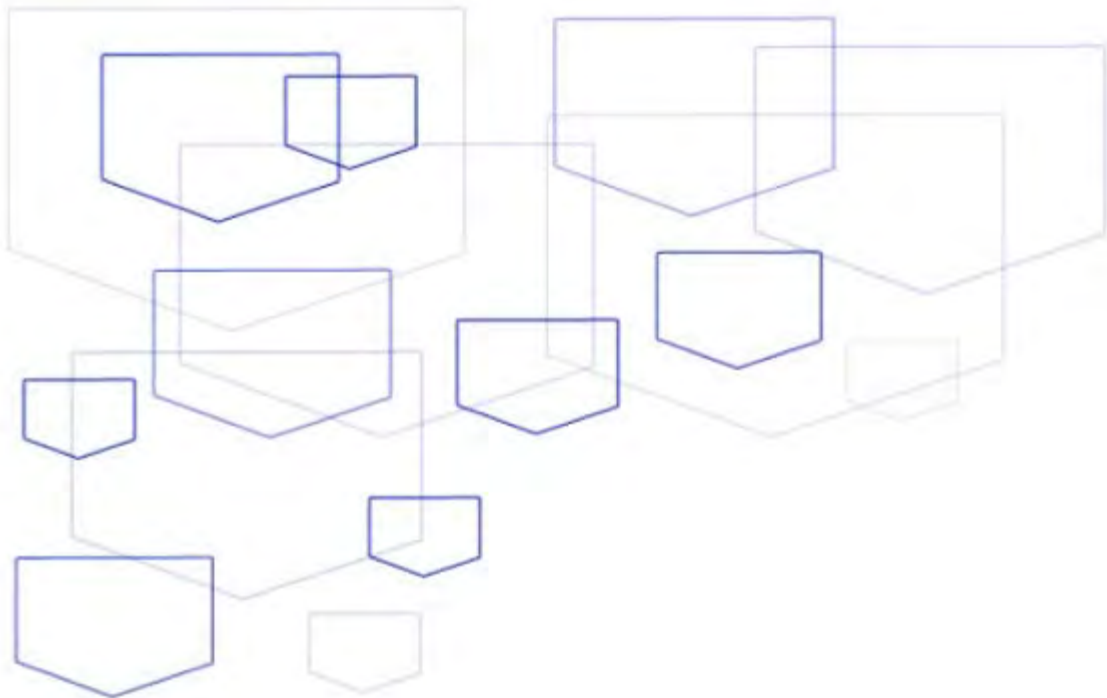
GRAND TOTALS

Opening Ledger Balance	\$7,551,044.80
Interim Ledger	\$11,450,964.83
Opening Collected Balance	\$1,237,959.88
Interim 1 Day Float	\$2,316.89
Interim 2 Day Float	\$0.00
Interim 3 + Day Float	\$0.00
Collected Balance + 1 Day Float	\$1,240,276.77
Number of Credits	15
Total Amount of Credits	\$4,057,796.59
Number of Debits	10
Total Amount of Debits	\$158,146.56

---End of Report---

Since this report includes items received but not yet posted, actual posting may differ due to corrections or additional activity.

U.S. Bank Account Reconciliation Services



All of **us** serving you™

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Overview of Services

Partial Account Reconciliation

U.S. Bank Partial Account Reconciliation (Partial ARP) provides a report of paid checks and missing items in serial number order. Partial ARP is the simpler of the two paid check account reconciliation options. This service is recommended if you use an automated, internal reconciliation system, and want to receive output information in an electronic format to feed into your accounting software.

Full Account Reconciliation

U.S. Bank Full Account Reconciliation (Full ARP) offers the most comprehensive reconciliation and control features available, delivering prompt and accurate computer-generated reports on all of your paid and outstanding checks.

Our automated Full ARP system compares checks presented for payment against the issue and cancel check records your company provides. This matching process is designed to detect discrepancies in check serial numbers and amounts as well as other exception items. Your ARP reports also provide stop payments, canceled issues and miscellaneous debits and credits.

Full ARP requires that you provide the bank with check records, including the serial number, amount and issue date for each check written. Issue and cancel records should be provided via data transmission, File Transfer Protocol (FTP), or U.S. Bank SinglePoint® Issue Maintenance. A standard file format is available. See the input format shown in Appendix A: File Formats.

Managing ARP

ARP Cycle Schedule

The bank can provide reconciliation information to you in the following formats. Your reconciliation cycle must match your checking account statement cycle.

- Monthly
- Weekly
- According to a special calendar (you provide the reconciliation dates)

ARP Service Level

- Partial ARP reports are sent out by the fifth business day after the cutoff date for any given cycle.
- Full ARP reports are sent out by the eighth business day after the bank receives your final issue file for that period. If you have not provided all of the issues within five business days after your cycle, ARP Customer Service will call and request that you send them. If issue information has not been provided within 20 days, ARP will reconcile the account without the issue information. These items will report as paid-no-issues (PNIs) on your ARP paper reports.

Summary Post Requirement

ARP accounts are required to be set up to summary post, which provides a single daily total for checks on the checking account statement. The ARP reports contain all of the check detail information. Summary post enables ARP reconcilers to balance your accounts more efficiently. If an account does not balance, a

reconciler can review each day's totals to identify the differences. This is ONLY for your checking account statement. Check detail will remain available on the DDA Checks Paid and Previous Day Detail reports in U.S. Bank SinglePoint® Information Reporting (see Appendix B for example).

Full ARP Input Options

The following input options are available for you to provide the bank with your check issue information:

- Data transmission
 - FTP
 - HTTPS
- U.S. Bank SinglePoint Issue Maintenance

Canceling an Issue

The three options for canceling an issue are as follows:

- Include the cancel request with issue information on a new data transmission or FTP.
- Send the cancel request on a separate transmission or FTP.
- Manually enter issue/cancel information online via SinglePoint Issue Maintenance.

These important details should be followed when canceling an issue:

- **An accurate dollar amount is required:** For example, if a check is issued for \$5.00, the dollar amount of the cancel must also be \$5.00. The dollar amount is used to match to the issue being canceled and is also used by U.S. Bank Account Reconciliation (ARP) reconcilers to balance your reconciliation reports. Failure to include the correct dollar amount may require follow-up from the bank.
- **A current date is required:** Canceled items should not be back-dated.
- **Once canceled, a check number should not be reused for three reconciliation cycles:** If the same check number is reissued within this period, it will be rejected as a duplicate and the issue will be deleted from your file. If presented for payment, the check would pay as a Paid No Issue (PNI).

Placing Stop Payments

You may place a stop payment on an item in an account by following the instructions in the Stop Payments module of U.S. Bank SinglePoint or by calling the U.S. Bank Commercial Customer Service group.

For stop payments made through U.S. Bank Commercial Customer Service, the default is for stop payments to expire 6 months after placing the stop. For stop payments initiated through SinglePoint, the default is for stop payments to expire 12 months after placing the stop. For either method, you may optionally change the expiration period to 6, 12, or 24 months.

For accounts that are using Full ARP or Full / Partial Positive Pay, all stop payment items must also be canceled. Canceling a check ensures that the matching issue is removed from your list of outstanding items. This will also ensure that checks subsequently presented against these stop payments and cancels will not post to the account and will be returned by the bank in a timely manner. Please see the U.S. Bank SinglePoint Stop Payments information below in the Options to Complement Partial ARP section.

ARP Reporting Options

ARP Output

At the end of each reconciliation period, we provide the following to you:

- Partial or Full ARP Reports
- Checking account statement for the same period

ARP Delivery Options

The following delivery options are available for your reconciliation information at the end of the cycle.

- U.S. Bank SinglePoint Account Reconciliation
- Data transmission
- File Transfer Protocol (FTP)
- Paper reports

If receiving ARP reporting through SinglePoint, your checking account statement will be made available in the SinglePoint Information Reporting: Special Reports.

Standard output for the Partial ARP data transmission and FTP is Check Paid transaction data and totals. The standard output data included with the Full Reconciliation data transmission and FTP is Check Paid transaction data and totals. You may optionally add transaction data and totals for your Outstanding Issues, Cancels, Stop Payments, Miscellaneous Debits and Miscellaneous Credits.

If receiving paper reports, the ARP reports and checking account statement will be mailed together via the U.S. Postal Service.

Paper Partial ARP Reports Provided

- **Account Reconciliation Summary (ARS):** This report is a supplemental recap of the other reports within the reconciliation package. The report details the activity posted to the account during the current reconciliation cycle.
- **Recap of Posted Items Report:** This report provides an overview of check activity on the account during the current reconciliation cycle. It provides the total volume and dollar amounts that posted to the ARP system each day during the current reconciliation cycle.
- **Diagnostic Summary Report:** This report provides details about all stop payments that are in effect for the account. If applicable, details about additional categories (as listed at the bottom of the report) are also provided.
- **Miscellaneous Credits and Debits Report:** These reports list the miscellaneous credits and debits that posted to the account during the current reconciliation cycle.
- **Paid Only Report:** This report lists the checks that paid during the current reconciliation cycle in serial number order.
- **Stop Report:** This report lists all stop payments in effect on the reconciliation cycle cut-off date.

SinglePoint Partial ARP Reports Provided

- **ARP Summary Report:** The ARP Summary Report combines the Account Reconciliation Summary (ARS), Recap of Posted Items, and Diagnostic Summary Reports. The report is available in an HTML format. It is recommended that you convert the file to a text format for easier printing and saving.

- **Excel Data:** The Excel Data File provides your detailed reconciliation data from the current reconciliation cycle. The report includes column headers for easy interpretation and sorting of data. Reconciliation data includes paid (reconciled) checks, stop payments, and miscellaneous debits and credits.
- **CSV Data:** The CSV Data File is a raw data file of reconciliation data including paid (reconciled) checks, stop payments, and miscellaneous debits and credits. This report can be used to upload into your accounting software.

Paper Full ARP Reports Provided

- **Account Reconciliation Summary (ARS):** This report is a supplemental recap of the other reports within the reconciliation package. The report details the activity posted to the account during the current reconciliation cycle.
- **Recap of Posted Items Report:** This report provides an overview of check activity on the account during the current reconciliation cycle. It provides the total volume and dollar amounts that posted to the ARP system each day during the current reconciliation cycle.
- **Outstanding Settlement Report:** This report is a recap of all items that affect the outstanding items during the current reconciliation cycle. This report should be comparable to your check register.
- **Diagnostic Summary Report:** This report provides details about the categories listed at the bottom of the report as well as stop payments that are in effect for the account. A separate Diagnostic Summary is produced for each of the following reports: Paid Only Report, Unpaid Only Report, and Consolidated Report. The customer will receive one to three Diagnostic Summary reports depending on which of the above reports are included with the reconciliation output.
- **Miscellaneous Credits and Debits Report:** These reports list the miscellaneous credits and debits that posted to the account during the current reconciliation cycle.
- **Unpaid Only Report:** This report lists all outstanding issues on the account along with issues canceled during the current reconciliation cycle and all stop payments in effect on the cycle cutoff date. All items are in serial number order.
- **Consolidated Report:** This report is a combination of the paid, unpaid, and canceled items for the current reconciliation cycle, along with all stop payments in effect on the cycle cutoff date.
- **Paid No Issue Report:** This report lists all items that were paid but did not have a corresponding issue on file. This report can assist with monitoring your account for possible fraud or identifying issues that may need to be sent to the bank.
- **Stop Report:** This report lists all stop payments in effect on the reconciliation cut-off date.

SinglePoint Full ARP Reports Provided

- **ARP Summary Report:** The ARP Summary Report combines the Account Reconciliation Summary, Recap of Posted Items, Outstanding Settlement and Diagnostic Summary reports. The report is available in an HTML format. It is recommended that you convert the file to a text format for easier printing and saving.
- **Excel Data:** The Excel Data File provides your detailed reconciliation data from the current reconciliation cycle. The report includes column headers for easy interpretation and sorting of data. Reconciliation data includes paid (reconciled) checks, outstanding checks, cancels, stop payments, and miscellaneous debits and credits.

- **CSV Data:** The CSV Data File is a raw data file of reconciliation data including paid (reconciled) checks, outstanding checks, cancels, stop payments, and miscellaneous debits and credits. This report can be uploaded to your accounting software.

Samples of these reports appear in Appendix B of this guide.

Checking Account Statement Options

U.S. Bank offers a variety of options for receiving your checking account statement each month. Due to the reconciliation process, some options are not available to ARP and Positive Pay customers. An explanation of the options and availability is provided below.

Options Available on ARP Accounts:

These options are available on all accounts.

- **Paper Checking Account Statements:** Paper checking account statements are the standard, default statement option.
- **Electronic Statements on U.S. Bank SinglePoint Services:** Electronic Statements are available as a PDF file in SinglePoint Information Reporting. Accounts set up with SinglePoint Account Reconciliation will automatically be set up to receive their checking account statement electronically through SinglePoint.

Options Restricted on ARP Accounts:

These options are not allowed on accounts with Account Reconciliation because the standard checking account statement is not produced with these options.

- **Electronic / Online Statements on U.S. Bank Web site:** These electronic statements are typically accessed by retail and small business customers on U.S. Bank's Web site, usbank.com.
- **Combined Statements / Unistatements:** This paper statement combines statements for multiple accounts including savings, money market, and certificates of deposit along with one checking account. The individual checking account statements are not produced for each account with this option.
- **Image Statements:** These paper checking account statements include images of canceled checks and deposit tickets. The images will appear in numerical order at the back of your checking account statement. You can select whether to print the check fronts, check backs, deposit tickets, or any combination of the three.
- **Focal Point Plus Consolidated Statements:** These paper statements for Focal Point Plus accounts combine the master and shadow accounts into a single consolidated statement. The individual paper checking account statements are not produced for each account with this option.

Check Handling Options

Account Reconciliation offers several options for the handling of your paid checks. U.S. Bank encourages you to take advantage of the Check Image Services that are available, which are described in the *Options to Complement ARP* section below. These services enable you to retrieve and review sharp, detailed images of all paid checks and deposit tickets using CD-ROM or SinglePoint.

Available check handling options include:

- **U.S. Bank Image Archive CD-ROM**
- **U.S. Bank SinglePoint Image File Delivery**
- **Truncation**

- **Check Return - Serial Sort**
- **Check Return - No Sort**

Customers with Image Archive CD-ROM or Image File Delivery require physical checks to be truncated by the bank.

- **Truncation:** Physical items are not returned to you. You may request a check copy through U.S. Bank Image Access or Commercial Customer Service. Check images are retained for seven years. Truncation saves you the time and expense associated with paid check storage. You have the choice of truncating either paid checks only, non-check items only (such as deposit slips, miscellaneous debits and miscellaneous credits), or all items.
- **Check Return - Serial Sort:** Paid checks are returned to you in numerical order and sorted by the Magnetic Ink Character Recognition (MICR) line encoded serial number. Serial sort makes it easier for you to find a paid check when doing research in the future.
- **Check Return - No Sort:** Your paid checks are sent back without any sort order.

With the check return options, physical checks are mailed out separately 10 business days after the ARP reconciliation cycle cut-off date. Checks are sent via UPS Ground. P.O. Box addresses are generally not permitted.

Options to Complement ARP

To obtain additional information about any of the following options, consult your Treasury Management Consultant.

ARP Fixed Range Reporting

The ARP Fixed Range reports can be set up to subtotal within serial number ranges. You must provide the check number ranges when the service is set up.

SinglePoint Positive Pay

You may optionally add U.S. Bank SinglePoint Positive Pay service to your Partial or Full ARP service. U.S. Bank SinglePoint Positive Pay helps detect check fraud by electronically matching checks that are presented, to the checks you have issued. Your company transmits a daily file of check issue information that U.S. Bank uses to compare serial numbers, dollar amounts, and payee information (optional). U.S. Bank Positive Pay identifies any non-matching item whether a check is received as a cash letter or presented for cash at a teller line. We find and correct encoding errors and we report to you, through SinglePoint, exception items for your review. After researching the items, you decide whether non-matching items will be paid or returned as "Refer to Maker." For any non-matching item presented at the teller window, we return the check to the presenter and refer him/her back to you as the check issuer. If you utilize Payee Positive Pay (backroom) with Full ARP Reporting, you have the option of suppressing the payee name from appearing on your full ARP reports. This will allow added internal security in preventing payee names associated with dollar amounts on reconciliation reports.

U.S. Bank SinglePoint Data Transmission File Confirmation

SinglePoint File Confirmation enables you to view issue file confirmation information on SinglePoint. This option is available within the SinglePoint Issue Maintenance service. Features include:

- Confirmations are available on issue files sent via data transmission.
- Data transmissions are updated hourly, at the top of the hour, from 7:00 am CT to 10:00 pm CT Monday through Saturday. Confirmations are available within two hours of receipt of the file by the bank.

SinglePoint®

Good Morning, Sample User Monday, September 10, 2007

Transmitted File Confirmation Detail

File confirmation details are listed below. Sort by clicking on a column header.

Filename: D900.D123456I.X320.X32AA
 Date: 11/07/200X
 Time: 12:00 PM CST
 File Nature: 1
 Total Records: 34
 Total Issues: 25
 Total Cancels: 9

Issues Amount: \$8,456.00
 Cancels Amount: \$756.00

[View First and Last Records](#)

Results 1 - 50 of 191
 1 2 3 4 [Next>](#)

Account	Date	Number of Issues	Amount of Issues	Number of Cancels	Amount of Cancels
123456789012	11/07/200X	15	\$7,500.00	2	\$700.00
234567890123	11/07/200X	10	\$956.00	7	\$56.00

- The total dollar amount and total number of issues and cancels are provided by account. The totals provided in the confirmation should be compared to your records to verify accuracy.
- The first and last records on the file are provided.

Note: ARP File Confirmation is not available if you use a third-party vendor that combines multiple different customer files into a single file during file transmission.

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Good Morning, Sample User Monday, September 10, 2007

Transmitted File Confirmation

To view details, you may click a file name below.

Date	File Name	Time	Issues	Cancels
11/07/200X	D900.D123456I.X320.X32AA	12:00 PM CS	25	9
11/07/200X	D900.D444456I.X320.X32AA	2:00 PM CS	444	77
11/05/200X	D900.D878702I.X320.X32AA	12:00 PM CS	2	0
11/02/200X	D900.D990798I.X320.X32AA	1:00 PM CS	1	0
10/15/200X	D900.D564321I.X320.X32AA	3:00 PM CS	678	44
10/15/200X	D900.D664422I.X320.X32AA	9:00 AM CS	11	1
10/02/200X	D900.D654332I.X320.X32AA	11:00 AM CS	12	0
09/26/200X	D900.D323456I.X320.X32AA	1:00 PM CS	13	1

- 45 days of File Confirmation history is available to review.

ARP Automated Fax File Confirmation

ARP data transmission issue files can be set-up for automated file confirmation. Features include:

- Confirmations will be sent to you by auto fax within two hours of receipt of your file by U.S. Bank.
- Confirmations will include total dollar amounts and total items by account and by file. The totals provided in the confirmation should be compared to your records to verify accuracy.
- Up to five fax numbers can be notified with a confirmation.
- ARP File Confirmation is not available if you use a third-party vendor that combines multiple customers into a single file during file transmission.

See the Sample File Confirmation Report in Appendix B of this guide.

U.S. Bank SinglePoint Issue Maintenance

U.S. Bank SinglePoint Issue Maintenance allows you to enter, submit, approve, and research check issue and cancel information online.

Check Image Services

Utilizing check images in your company's reconciliation process has many benefits. Using images will help you:

- Reduce expenses
- Minimize fraud and privacy concerns
- Improve customer service
- Save storage space
- Receive timely access to your images
- Put powerful research tools at your fingertips

U.S. Bank Check Image Services include:

- **U.S. Bank Image Archive:** U.S. Bank Image Archive is an image storage and retrieval system that provides access to images of paid checks and deposit tickets via CD-ROM. This product provides a simple solution to boost productivity, reduce research time, and improve customer service.
- **U.S. Bank SinglePoint Image Access:** SinglePoint Image Access lets you request check and deposit ticket images, view and manipulate images, save individual images, and share images online with other users in your organization. Ease of use is built in to each component so you save time and work more efficiently.
- **U.S. Bank SinglePoint Image File Delivery:** SinglePoint Image File Delivery enables businesses to receive a transmission of images and associated index information. The transmissions will be provided based on the frequency schedule selected. Users can select from several transmission methods to receive the image file. The images can then be imported into your image archive.

Outstanding Issues Report

This report is available for customers with Partial Positive Pay. It provides you with a listing of all checks that you have issued and provided to the bank through a check issue file, but that have not yet been paid. This report can be used to aid with reconciling your account or maintaining your check issue file. The report is produced and sent via data transmission or FTP at the end of each reconciliation period. This file cannot be combined with your standard daily or monthly reconciliation files and requires a separate transmission.

Stale Date Processing

The Stale Date Processing option automates the canceling of outstanding issued checks once the issues exceed your specified stale date parameters. This service reduces the processing time and expenses related to monitoring your outstanding issues for stale-dated items and eliminates the need to manually submit cancel files each time a check becomes stale-dated.

You must define the length of time that outstanding issues remain valid (i.e., 60, 90, 180 calendar days). A minimum of 30 calendar days is required. The maximum number of days allowed is 999. Stale-dated items that are auto-cancelled will appear along with other cancels on your reconciliation reports.

Disbursement Float Report

This optional paper report lists the total count and amount of all items paid in the current reconciliation period. Items are grouped by the number of days elapsed between the issuance and the payment of the items. Totals are provided for both business days and/or actual calendar days.

Daily Checks Paid Detail Information

Daily paid check information is available via data transmission, or via U.S. Bank SinglePoint. There are three format options available for checks paid information:

- **Scrubbed Transmission File:** This is the standard, recommended format for ARP Daily Checks Paid reporting. This transmission file is scrubbed, which means rejected items are not included on the initial file sent to you. When these items have been corrected by the bank, they will be transmitted on your file with a record type “3” and the original paid date. See Appendix A for a comparison of the two transmission formats.
- **Unscrubbed Transmission File:** This file format is required for accounts using Reverse Positive Pay service. This transmission file is un-scrubbed, which means that rejected items are included on the initial file sent to you. These items will appear with a record type “9” to indicate they were rejected from the ARP system and require further research. When these items have been corrected by the bank, they will be transmitted a second time on your file with a record type “3” and the original paid date. See Appendix A for a comparison of the two transmission formats.
- **SinglePoint DDA Checks Paid Report:** This option is available through the SinglePoint Information Reporting service. This format can be opened in the following formats: PDF, BAI2, CSV, Fixed Length, or directly into your browser window. This file will contain all paid checks and will not differentiate rejected items because it is produced outside of the ARP system. See Appendix B for a sample report.

U.S. Bank SinglePoint Stop Payments

SinglePoint Stop Payments provides three methods of initiating stop payments: after initiating a check inquiry, by directly entering a stop payment request, and by importing stop payment requests. Each method supports single, batch and range entry. Some features of the Stop Payments service in SinglePoint include:

- **Access to check images:** You can view check images for cleared checks through SinglePoint’s Image Viewer.
- **Multiple check inquiries:** You can process up to 50 simultaneous requests per check inquiry.
- **Optional approval process:** You can optionally set up secondary approvals for stop payments and revoked items.
- **Robust search function:** Use the search feature to locate stop payments initiated up to 45 calendar days in the past.

- **History:** The Stop Payment History message page provides history on all actions associated with check items.
- **Reports:** The Daily Activity report provides information about stop payments for selected dates. The Stop Expiration report provides information about stop payments that are due to expire within the next five days.
- **Optional auto-cancel feature:** By setting up the “Stop Payment Auto Issue Cancel” account entitlement in the Issue Maintenance Service, you can automatically have an issue canceled when a stop payment is placed.
- **Control of stop payment terms:** The default term for stop payments is 12 months. You can adjust this term for each stop payment to either 6 or 24 months.

SinglePoint®

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Stop Payments [Help with this page](#) [Logout](#)

To stop a payment(s), select one or more account numbers, enter the check number amount and expiration period, and click Continue. Please note: this will immediately stop your payments.

* = required field

Submit

Account *	Check Number From *	Check Number To	Amount	Expiration Period	Details
123456789012 - Sample Account A	1234		\$ 100.00	12 months	Add Details
Select			\$	Select	Add Details
Select			\$	Select	Add Details
Select			\$	Select	Add Details

Appendix A:

Appendix A provides file format specifications and samples. The index below lists the information contained in this appendix:

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Account Reconciliation/Reverse Positive Pay Output Format for Mainframe Data Transmission/FTP/SinglePoint CSV File

A layout of data provided in this section is produced by U.S. Bank for Full and Partial ARP/Reverse Positive Pay and Deposit Reconciliation accounts as well as daily checks paid transmission files. This data is the same information that is found in the ARP journals (with the exception of the outstanding issue balance) and contains complete transaction detail on the accounts for the statement period.

The file has the following specifications:

- 80-character record
- Decimal implied
- Each file may contain multiple accounts
- A total record for each account will follow the detail records for each account
- Data will be sorted by check number

DETAIL RECORD

Field/ Column	Position	Length/Column Width	Contents	Description
1/A	01-02	2	'01'	Record Code
2/B	03-14	12	Numeric	Account Number ¹
3/C	15-24	10	Numeric	Serial Number ¹
4/D	25-36	12	\$\$\$\$\$\$\$\$\$¢¢	Amount ¹
5/E	37-44	8	MMDDYYYY	PAID (Cancel, Stop, Debit) DATE
6/F	45-52	8	MMDDYYYY	ISSUE (Credit) DATE
7/G	53-64	12	Numeric	Item Reference Number ¹ (Number on back of paper item used for research. Will be zero- filled on paperless item.)
8/H	65-79	15	Alpha/Numeric	Additional Data (From Issue file if provided from customer)
9/I	80-80	1	Numeric	Record Type 1=Paid-No-Issue 2=Outstanding 3=Reconciled 4=Stopped 5=Canceled 6=Misc. Credit 7=Misc. Debit 8=Deposit ² 9=Rejects ³

¹ These fields/columns are right justified and zero filled.

² Record Type 8 is only available for Deposit Reconciliation files. ARP Reconciliation files provide deposit and miscellaneous credit data within Record Type 6.

³ Record Type 9 is available for Reverse Positive Pay Customers only.

**ARP Output File
TOTAL RECORD**

Field/ Column	Position	Length/Column Width	Contents	Description
1/A	01-02	2	'02'	Record Code
2/B	03-14	12	Numeric	Account NumberX1X
3/C	15-24	10	Numeric	Total Paid RecordsX1X
4/D	25-36	12	\$\$\$\$\$\$\$\$\$çç	Total Paid AmountX1X
5/E	37-46	10	Numeric	Total Outstanding RecordsX1X
6/F	47-58	12	\$\$\$\$\$\$\$\$\$çç	Total Outstanding AmountX1X
7/G	59-66	8	MMDDYYYY	Reconciliation Date
8/H	67-80	14	Blank	Filler

These fields/columns are right justified and zero filled.

For questions, call the ARP Installation Group at 800-306-1039 option 6, between the hours of 7:00 am and 4:30 pm CT, Monday through Friday.

For transmission connectivity issues or questions, please contact DDS Questionnaire Hotline at 651-962-1925.

ARP Sample Output File Format

This sample may be helpful in illustrating the ARP file format specifications, spacing, and other details included in the ARP User Guide. This is an Excel version. It is useful in illustrating the exact spacing requirements for the standard formats.

Detail Records

Record Code	Account Number	Serial Number	Amount	Paid Date	Issue Date	Reference Number	Add'l Data	Record Type
01	123456789012	0000100000	000000010000	08312007	00000000	009999999999		3
01	123456789012	0000100001	000000012500	08312007	00000000	009999999999		3
01	123456789012	0000100002	000000015000	08312007	00000000	009999999999		3
01	123456789012	0000100003	000000017500	08312007	00000000	009999999999		3
01	123456789012	0000100004	000000020000	08312007	00000000	009999999999		3
01	123456789012	0000100005	000000022500	08312007	00000000	009999999999		3
01	123456789012	0000100006	000000025000	08312007	00000000	009999999999		3
01	123456789012	0000100007	000000027500	08312007	00000000	009999999999		3
01	123456789012	0000100008	000000030000	08312007	00000000	009999999999		3
01	123456789012	0000100009	000000032500	08312007	00000000	009999999999		3
01	123456789012	0000100010	000000035000	08312007	00000000	009999999999		3
01	123456789012	0000100011	000000037500	08312007	00000000	009999999999		3
01	123456789012	0000100012	000000040000	08312007	00000000	009999999999		3
01	123456789012	0000100013	000000042500	08312007	00000000	009999999999		3
01	123456789012	0000100014	000000045000	08312007	00000000	009999999999		3
01	123456789012	0000100015	000000047500	08312007	00000000	009999999999		3
01	123456789012	0000100016	000000050000	08312007	00000000	009999999999		3
01	123456789012	0000100017	000000052500	08312007	00000000	009999999999		3
01	123456789012	0000100018	000000055000	08312007	00000000	009999999999		3
01	123456789012	0000100019	000000057500	08312007	00000000	009999999999		3
01	123456789012	0000100020	000000060000	08312007	00000000	009999999999		3
01	123456789012	0000100021	000000062500	08312007	00000000	009999999999		3
01	123456789012	0000100022	000000065000	08312007	00000000	009999999999		3
01	123456789012	0000100023	000000067500	08312007	00000000	009999999999		3
01	123456789012	0000100024	000000070000	08312007	00000000	009999999999		3
01	123456789012	0000100025	000000072500	08312007	00000000	009999999999		3
01	123456789012	0000100026	000000075000	08312007	00000000	009999999999		3
01	123456789012	0000100027	000000077500	08312007	00000000	009999999999		3
01	123456789012	0000100028	000000080000	08312007	00000000	009999999999		3
01	123456789012	0000100029	000000082500	08312007	00000000	009999999999		3
01	123456789012	0000100030	000000085000	08312007	00000000	009999999999		3
01	123456789012	0000100031	000000087500	08312007	00000000	009999999999		3
01	123456789012	0000100032	000000090000	08312007	00000000	009999999999		3

Total Record

Record Code	Account Number	Total Paid Records	Total Paid Amount	Total Outstanding Record	Total Outstanding Amount	Reconciliation Date	Filler
02	123456789012	0000000033	000001807500			08312007	

Comparison of Scrubbed and Unscrubbed Transmission File Formats

These examples of the scrubbed and unscrubbed file formats may be helpful in illustrating the differences between the two options.

Scrubbed Transmission File Sample:

This is the standard, recommended format for ARP Daily Checks Paid reporting. This file is scrubbed, which means rejects are not included on the initial file that is sent to you. When these items have been corrected by the bank, they will be transmitted on your file with a record type “3” and the original paid date. **This format is not permitted for Reverse Positive Pay accounts.**

A	B	C	D	E	F	G	H	I
Record Code	Account Number	Serial Number	Amount	Paid Date	Issue Date	Reference Number	Add'l Data	Record Type
01	123456789012	0000100000	000000010000	09122007	00000000	009999999999	1	3
01	123456789012	0000100001	000000012500	09172007	00000000	009999999999		3
01	123456789012	0000100002	000000015000	09282007	00000000	009999999999		3
01	123456789012	0000100003	0000000175000	09282007	00000000	009999999999		3
01	123456789012	0000100004	000000020000	09282007	00000000	009999999999	2	3
01	123456789012	0000100005	000000022500	09282007	00000000	009999999999		3
01	123456789012	0000100006	000000025000	09282007	00000000	009999999999		3
01	123456789012	0000100007	000000027500	09282007	00000000	009999999999		3

1 – Corrected Reject Item: Identified by original pay date in column E and record type 3 in column I.

2 – Paid Check Items: Identified by current date in column E and record type 3.

Unscrubbed Transmission File Sample:

This file format is required for accounts using Reverse Positive Pay service. This file is unscrubbed, which means that rejects are included on the initial file that is sent to you. These items will appear with a record type “9” to indicate they were rejected from the ARP system and require further research. When these items have been corrected by the bank, they will be transmitted a second time on your file with a record type “3” and the original paid date.

A	B	C	D	E	F	G	H	I
Record Code	Account Number	Serial Number	Amount	Paid Date	Issue Date	Reference Number	Add'l Data	Record Type
01	123456789012	0000100000	000000010000	09052007	00000000	009999999999		3
01	123456789012	0000100001	000000012500	09142007	00000000	009999999999	1	3
01	123456789012	0000100002	000000015000	09282007	00000000	009999999999		3
01	123456789012	0000100003	0000000175000	09282007	00000000	009999999999	2	3
01	123456789012	0000100004	000000020000	09282007	00000000	009999999999		3
01	123456789012	0000100005	000000022500	09282007	00000000	009999999999		3
01	123456789012	0000100006	000000025000	09282007	00000000	009999999999		3
01	123456789012	0000100007	000000027500	09282007	00000000	009999999999		9
01	123456789012	0000100008	000000030000	09282007	00000000	009999999999	3	9

1 – Corrected Reject Item: Identified by original pay date in column E and record type 3 in column I.

2 – Paid Check Items: Identified by current date in column E and record type 3

3 – Rejected Items: Identified by record type 9 in column I.

ARP Standard Issue Input Format for Mainframe Data Transmission/FTP

Use the standard layout format listed below to produce issue data for transmission to U.S. Bank for your Full Account Reconciliation and Positive Pay Services.

The file you create should follow the specifications listed below:

- Each record will contain 145 characters
- The decimal is implied
- Each file may contain multiple accounts
- Detail records for cancelled or voided items are required to include the exact dollar amount.
- You will need to create a total record for each account (after the detail records)

DETAIL RECORD¹

Field/ Column	Position	Length/Column Width	Contents	Description
1/A	01-02	2	'01'	Record Code
2/B	03-14	12	Numeric	Account Number ²
3/C	15-24	10	Numeric	Serial/Check Number ²
4/D	25-36	12	\$\$\$\$\$\$\$\$\$¢¢	Amount ²
5/E	37-44	8	MMDDYYYY	Issue Date ²
6/F	45-45	1	Alpha/Numeric	Blank or "V" for Void
7/G	46-85	40	Alpha/Numeric	First Payee Name
8/H	86-125	40	Alpha/Numeric	Second Payee Name
9/I	126-145	20	Blank	Filler

TOTAL RECORD⁴

Field/ Column	Position	Length/Column Width	Contents	Description
1/A	01-02	2	'02'	Record Code
2/B	03-14	12	Numeric	Account Number ²
3/C	15-24	10	Numeric	Total Detail Records ²
4/D	25-36	12	\$\$\$\$\$\$\$\$\$¢¢	Total Amount ²
5/E-I	37-145	109	Blank	Filler ⁴

¹ The detail record contains all of the issue data information.

² These fields/columns are right justified and zero filled. The exact dollar amount for cancelled and voided items is required.

³ The Payee name(s) should be included in the file exactly as they appear on the check issue.

⁴ The Total Record is a summary of the information in the Detail record. It is a count of items and a total dollar amount of all items on the file, including cancels and voids.

⁵ Each record cannot exceed 145 characters, including the line feed / carriage return. Line feed / carriage return should be set at position 145.

For questions, call the ARP Installation Group at 800-306-1039 option 6, between the hours of 7:00 am and 4:30 pm CT, Monday through Friday.

For transmission connectivity issues or questions, please contact DDS Questionnaire Hotline at 651-962-1925.

ARP Sample Input File Format

This sample may be helpful in illustrating the ARP file format specification, spacing, and other details included in the ARP User Guide. This is an Excel version. It is useful in illustrating the exact spacing requirements for the standard formats.

- It is recommended that customers zero fill fields in order to ensure they have the exact column lengths. If fields are not zero filled, it could affect the integrity of the other data.
- The US Bank data transmission system cannot accept comma separated value (.csv) files due to fluctuating positions in the format. CSV files can be sent through SinglePoint Issue Maintenance File Upload only.
- The attached format is the new standard 145 format which accommodates Payee Positive Pay.

Detail Records

Record Code	Account Number	Serial/Check Number	Amount	Issue Date	Void	First Payee Name	Second Payee Name
01	123456789012	0000100000	000000010000	08312007		YOUR PAYEE NUMBER 1 GOES HERE	YOUR PAYEE NUMBER 2 GOES HERE
01	123456789012	0000100001	000000012500	08312007		YOUR PAYEE NUMBER 1 GOES HERE	YOUR PAYEE NUMBER 2 GOES HERE
01	123456789012	0000100002	000000015000	08312007		YOUR PAYEE NUMBER 1 GOES HERE	YOUR PAYEE NUMBER 2 GOES HERE
01	123456789012	0000100003	000000017500	08312007		YOUR PAYEE NUMBER 1 GOES HERE	YOUR PAYEE NUMBER 2 GOES HERE
01	123456789012	0000100004	000000020000	08312007		YOUR PAYEE NUMBER 1 GOES HERE	YOUR PAYEE NUMBER 2 GOES HERE
01	123456789012	0000100005	000000022500	08312007		YOUR PAYEE NUMBER 1 GOES HERE	YOUR PAYEE NUMBER 2 GOES HERE
01	123456789012	0000100006	000000025000	08312007		YOUR PAYEE NUMBER 1 GOES HERE	YOUR PAYEE NUMBER 2 GOES HERE
01	123456789012	0000100007	000000027500	08312007		YOUR PAYEE NUMBER 1 GOES HERE	YOUR PAYEE NUMBER 2 GOES HERE
01	123456789012	0000100008	000000030000	08312007		YOUR PAYEE NUMBER 1 GOES HERE	YOUR PAYEE NUMBER 2 GOES HERE
01	123456789012	0000100009	000000032500	08312007		YOUR PAYEE NUMBER 1 GOES HERE	YOUR PAYEE NUMBER 2 GOES HERE
01	123456789012	0000100010	000000035000	08312007		YOUR PAYEE NUMBER 1 GOES HERE	YOUR PAYEE NUMBER 2 GOES HERE
01	123456789012	0000100011	000000037500	08312007		YOUR PAYEE NUMBER 1 GOES HERE	YOUR PAYEE NUMBER 2 GOES HERE
01	123456789012	0000100012	000000040000	08312007		YOUR PAYEE NUMBER 1 GOES HERE	YOUR PAYEE NUMBER 2 GOES HERE
01	123456789012	0000100013	000000042500	08312007		YOUR PAYEE NUMBER 1 GOES HERE	YOUR PAYEE NUMBER 2 GOES HERE
01	123456789012	0000100014	000000045000	08312007		YOUR PAYEE NUMBER 1 GOES HERE	YOUR PAYEE NUMBER 2 GOES HERE
01	123456789012	0000100015	000000047500	08312007		YOUR PAYEE NUMBER 1 GOES HERE	YOUR PAYEE NUMBER 2 GOES HERE
01	123456789012	0000100016	000000050000	08312007		YOUR PAYEE NUMBER 1 GOES HERE	YOUR PAYEE NUMBER 2 GOES HERE
01	123456789012	0000100017	000000052500	08312007		YOUR PAYEE NUMBER 1 GOES HERE	YOUR PAYEE NUMBER 2 GOES HERE
01	123456789012	0000100018	000000055000	08312007		YOUR PAYEE NUMBER 1 GOES HERE	YOUR PAYEE NUMBER 2 GOES HERE
01	123456789012	0000100019	000000057500	08312007		YOUR PAYEE NUMBER 1 GOES HERE	YOUR PAYEE NUMBER 2 GOES HERE
01	123456789012	0000100020	000000060000	08312007		YOUR PAYEE NUMBER 1 GOES HERE	YOUR PAYEE NUMBER 2 GOES HERE
01	123456789012	0000100021	000000062500	08312007		YOUR PAYEE NUMBER 1 GOES HERE	YOUR PAYEE NUMBER 2 GOES HERE
01	123456789012	0000100022	000000065000	08312007		YOUR PAYEE NUMBER 1 GOES HERE	YOUR PAYEE NUMBER 2 GOES HERE
01	123456789012	0000100023	000000067500	08312007		YOUR PAYEE NUMBER 1 GOES HERE	YOUR PAYEE NUMBER 2 GOES HERE

Total Record

Record Code	Account Number	Total Detail Records	Total Amount	Filler
02	123456789012	0000000024	000001087500	

Formatting within Excel for an ARP Issue Input File

These instructions may be used if you are transmitting your input file through data transmission, but should not be used for SinglePoint Issue Maintenance File Upload or SecurePay services. Your Implementation Coordinator can provide you with an example file and the template document that is referenced below.

Template Information

When the template document is opened, you will see a blank spreadsheet. Enter the appropriate information in the designated column. The columns are pre-formatted for data entry requirements. You need only enter the actual number value in each field. When you press enter the cell will automatically right justify the number entered and fill the cell with zeros to the left. The template includes instructions for information required in each field.

ISSUE/CANCEL RECORDS

A	B	C	D	E	F	G	H	I
Constant '01'	Account #	Serial #	\$ Amount	Issue Date	Void/Cancel	First Payee Name	Second Payee Name	Blank / Filler
(2 digits)	(12 digits)	(10 digits)	(12 digits)	(8 digits)	(1 digits)	(40 digits)	(40 digits)	(20 digits)

TOTAL RECORD

A	B	C	D	E	F	G	H	I
Constant '02'	Account #	Count #	Tot \$ Amt	Filler	Filler	Filler	Filler	Filler
(2 digits)	(12 digits)	(10 digits)	(12 digits)	(8 digits)	(1 digits)	(40 digits)	(40 digits)	(20 digits)

Keying the Information

Click the **cell** and enter the information. Press the **Enter** key to move to the next cell. Press the **Arrow** keys to move to other cells.

Column A: Constant

Issue and cancel record rows require a constant “01” in this column. A total record row at the bottom of the file requires a constant “02” in this column. The template file has been pre-formatted with a total record in row 10. Insert how ever many additional rows you will need for data entry in the spreadsheet prior to row 10. The total record item count will fluctuate with the number of rows inserted. When data entry is complete delete any unused rows prior to the total record row.

Column B: Account Number

You must use the new converted 12-digit account number. Key this number in every row including the total record row. To save time:

1. Key the 12-digit account number in cell A1.
2. Copy this information into the cells below it. To do this:
 - Click the **desired cell**.
 - Click **File**.
 - Click **Copy**.
 - Highlight the destination cells.
 - Click **File**.
 - Click **Paste**.

Column C: Serial Number

Maximum length is 10 digits. Key the serial number printed on the MICR line of the check document.

Column D: Dollar Amount

Maximum length 12 digits (\$\$\$\$\$\$\$\$¢¢) Key the entire dollar amount including the cents. The decimal is implied in the file format and should not be entered in this field or any special characters. For “voided/cancelled” items, there should be the exact dollar amount of the item displayed in this field. Zero dollar items are not acceptable.

Column E: Issue Date

Key the check issue date using MMDDYYYY format. Do not key non numeric values in the date field such as spaces, slashes or dashes. For all single digit months, please make sure there is a leading zero in front of the single digit month. Additionally, for “cancelled/voided” items, use the current day’s date in this field.

Column F: Void

Length 1-digit

“V”= Cancel

“Blank” or “Non-'V' Value” = Issue

If the entry is a request to cancel an outstanding issue previously sent, then key a “V” in this column. Use the current date or date of data entry instead of the original issue date when keying data for a Void or Cancel request.

Column G: First Payee Name

Maximum length is 40 characters. Enter the name of the first payee as it appears on the issued check. Alpha or numeric can be used.

Column H: Second Payee Name

Maximum length is 40 alphanumeric characters. If there is a second payee, enter the second payee name as it appears on the issued check.

Column I: Filler / Blank

Maximum length 15 alphanumeric characters. ARP retains additional data with the transaction record and will report the data back to you in report or file output. ARP does not do anything with the data except to retain it and report it along with other data for the same transaction record.

Saving the Information

Initially, you should save the template on a drive of your choice. You may want to use the template (or your own modification of the template) with your account number saved in it each time you enter data to create an issue file for ARP. Once you have keyed all of the information, save it in a file to transmit. You should save the file as both an XLS and PRN (space delimited) file. The XLS version allows you the opportunity to fix any file problems that may occur when the PRN file is produced. The PRN file type is the only acceptable file format for the ARP issue information.

XLS File

Click **File**.

Click **Save As**.

Enter a filename of your choice and save to a local drive.

Click **OK**.

PRN File

Click **File**.

Click **Save As**.

Select the same drive and filename used in saving the XLS file.

In Save as type, select Formatted Text (Space Delimited) (*.prn).

Click **OK**.

Click **File**.

Click **Exit to quit**.

An Excel prompt requests a response for saving changes to the PRN file. Click **Yes** and then **OK** to save the changes again prior to exit.

SinglePoint Issue Maintenance CSV File Format for File Upload

Below is the standard layout format for issue data produced by you and sent to U.S. Bank using SinglePoint Issue Maintenance File Upload for Full Account Reconciliation and Positive Pay Services. You may send your file in the U.S. Bank Standard Format (outlined below) or may optionally create a customized file format that includes Account, Check Number, Amount, Date, and Action fields.

If using the U.S. Bank Standard format, the file must be a CSV-formatted file with the following format:

Column	Field	Length	Required	Rules
A	Account	1-12	Yes	Position 1 Must be an account tied to the Customer ID Must be entitled for Issue Maintenance Numeric characters only
B	Check Number	1-10	Yes	Position 2 Numeric characters only
C	Amount	1-12	Yes	Position 3 \$\$\$\$\$\$\$\$\$¢¢ Numeric characters only, decimal can be included in this field as long as it is used throughout the entire file. No other special characters are allowed. For Cancelled Items, please use the exact dollar amount of the original issued item.
D	Date	8	Yes	Position 4 MMDDYYYY For all single digit months, there must be a leading zero included in the field.
E	Action	2	Yes	Position 5 IS = Issue CN = Cancel – Cancelled Items should use the current day's date only, past dates are not acceptable.
F	Payee 1	1-40	No	Position 6 – Truncate all payee name information over 40 characters
G	Payee 2	1-40	No	Position 7 - Truncate all payee name information over 40 characters.

When formatted correctly, your CSV file will look like the following:

123456789, 5000, 20000, 05102006, IS, Company X,

Your treasury workstation will need to be programmed to produce a file with the above parameters. If you do not use all of the fields, the file will still need the proper format. For example, if you do not populate the payee field, your CSV file would need to look like this:

123456789, 5000, 20000, 05102006, IS, ,

Note: Once the file is in CSV format, it should only be opened or viewed with notepad or formatting may be lost.

Example U.S. Bank Standard CSV File for SinglePoint Issue Maintenance File Upload

This sample may be helpful in illustrating the USB Standard CSV file format specifications and details for SinglePoint Issue Maintenance File Upload.

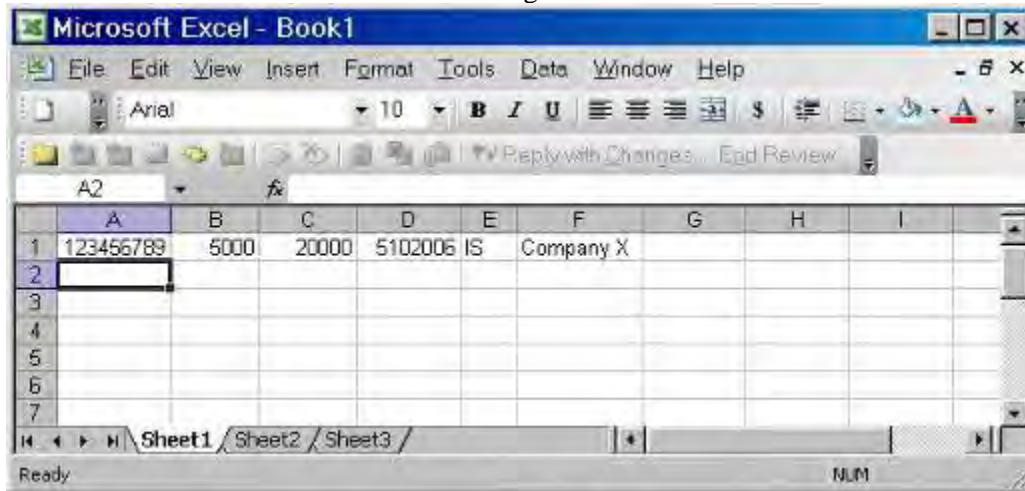
Column A	Column B	Column C	Column D	Column E	Column F	Column G
123456789012	9785743211	1541	08312007	IS	YOUR PAYEE NUMBER 1 GOES HERE	YOUR PAYEE NUMBER 2 GOES HERE
123456789012	9785743212	98742215	08312007	CN		
123456789012	9785743213	974243	08312007	IS	YOUR PAYEE NUMBER 1 GOES HERE	
123456789012	9785743214	8424	08312007	CN		
123456789012	9785743215	422145	08312007	IS	YOUR PAYEE NUMBER 1 GOES HERE	
123456789012	9785743216	1	08312007	CN		
123456789012	9785743217	221547	08312007	IS	YOUR PAYEE NUMBER 1 GOES HERE	YOUR PAYEE NUMBER 2 GOES HERE
123456789012	9785743218	848	08312007	CN		
123456789012	9785743219	722	08312007	IS	YOUR PAYEE NUMBER 1 GOES HERE	
123456789012	9785743220	422550	08312007	CN		
123456789012	9785743221	2151	08312007	IS	YOUR PAYEE NUMBER 1 GOES HERE	
123456789012	9785743222	1	08312007	CN		

U.S. Bank SinglePoint Issue Maintenance Upload Format Preparation

This document will assist you in creating a comma separated value (CSV) file in the USB Standard format for the SinglePoint Issue Maintenance upload function. This type of file can be created using many third-party software applications including Microsoft Excel, Notepad, or a treasury management workstation. The below instructions are for Microsoft Excel.

If you create a CSV using Microsoft Excel, your input would look like this:

Note: There are no headers or footers using this file format.

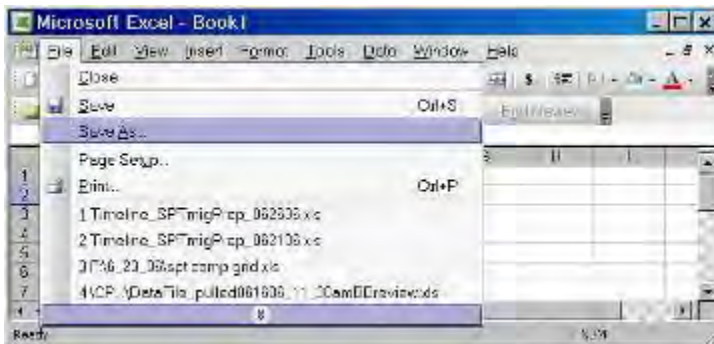


Column	Description	Above Example
A	Your account number	123456789
B	Your check number	5000
C	Check dollar amount with the decimal point omitted. \$\$\$\$\$\$\$\$ ¹	20000 ¹
D	Check date in MMDDYYYY format	05102006
E	Action code IS or CN	IS
F	Payee A	Company X
G	Payee B	

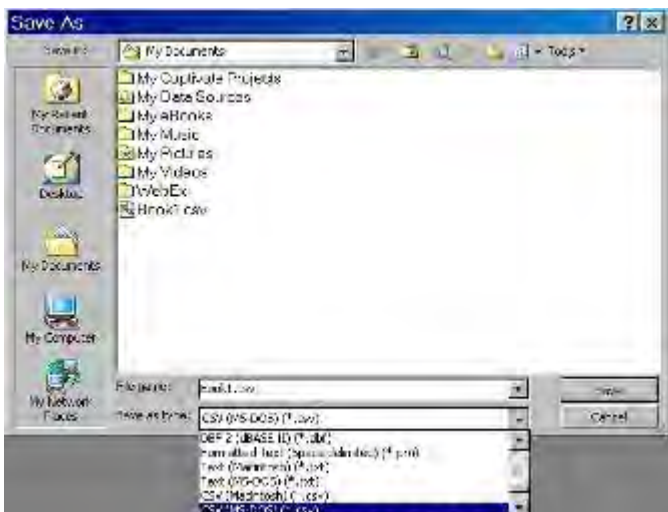
Each row can be populated with a different check issue or cancellation. Use the following steps to save this Excel worksheet in CSV format:

¹When populating dollar amount data, verify the cents are not truncated or rounded.

1. Once you have created an Excel file, save the file to a location on your workstation and close the file.
2. Reopen the file using Excel.
3. From the Excel menu, select **File > Save As**.



4. Select the CSV format from the **File Type** drop-down list and save the file.



5. A pop up message displays, “(name of file).csv may contain features that are not compatible with CSV (comma delimited). Do you want to keep the workbook in this format?” Click **Yes**.
6. Proceed with saving the file in the .CSV file format and close Excel.

Note: DO NOT save changes as doing so could modify the associated file.

7. If you would like to confirm the contents, open the file using Notepad. It should look like this:



8. Upload the CSV file in SinglePoint using the Issue Maintenance service.

- a. In the **File Location** field, enter the full path and filename for the file, for example, c:\issues\upload-trans.csv. To select the file location rather than typing it, click **Browse**. The **Browse To Folder** window opens from which you can locate preformatted a CSV file from your desktop or network drive.
- b. Click **Upload** to confirm the action. To review file upload status, use the left navigation and go to the History page.

SinglePoint®

Good Morning, Sample User Tuesday, April 05, 2011

Upload File [Help with this page](#) [Logout](#)

Enter the path to the file you wish to upload or click Browse to locate it on your local or network drive. Then click Upload. Issues/cancels will be processed hourly, 10 minutes prior to the hour from 6:00 a.m. to 10:00 p.m. CST.

File Format
USB Standard [Manage File Formats](#)

File Location
 [Browse...](#)

[Upload](#)

If you have questions about uploading your file, contact your Commercial Customer Service Team.

Appendix B:

This appendix provides a sample of many Full and Partial Account Reconciliation and Deposit Reconciliation reports produced by the ARP system. The below index lists the reports contained in this appendix:

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ARP Sample Reports

Account Reconciliation Summary (ARS)

This report is a supplemental recap of the other reports within your reconciliation package. The report details the activity posted to your account during the current reconciliation period.

ARP DEPARTMENT EP-MN-01AR	
(800) 306-1039	
1200 ENERGY PARK DRIVE	
ST. PAUL MN 55108	
ACCOUNT RECONCILIATION SUMMARY	
ACCOUNT: 123456789	ACCOUNT NAME: COMPANY ABC
RECONCILE CUTOFF DATE: APRIL 16, 2007	
PREVIOUS OUTSTANDING	6,614,692.03
PREVIOUS PNI ISSUE RECEIVED:	- .00
ADJUSTMENT TO PREVIOUS OUTSTANDING	+ .00
NEW ISSUES	+ 1,912,711.69
CANCELED ISSUES	- 215,970.00
STOPPED ISSUES	- .00
PAID CHECKS	- 6,710,839.62
UNMATCHED CHECKS	+ .00
NEW OUTSTANDING CLIENT	= 1,600,594.10
THANK YOU FOR CHOOSING U.S. BANK ARP SERVICES PAGE 1	

1. ACCOUNT RECONCILIATION SUMMARY
2. ACCOUNT
3. RECONCILEMENT CUTOFF DATE
4. PREVIOUS OUTSTANDING
5. PREVIOUS PNI ISSUE RECEIVED
6. ADJUSTMENT TO PREVIOUS OUTSTANDING
7. NEW ISSUES
8. CANCELED ISSUES
9. STOPPED ISSUES
10. PAID CHECKS
11. UNMATCHED CHECKS
12. NEW OUTSTANDING CLIENT

- Report title
- Account number
- Date of reconciliation cutoff
- Total dollar amount of outstanding items at end of last reconciliation cycle
- Total dollar amount of issues received for previous paid no issues.
- Total dollar amount of adjustments made to the outstanding items from the last reconciliation period.
- Total dollar amount of new issued items effective within the current cycle
- Total dollar amount of items canceled effective within the current cycle
- Total dollar amount of stopped issues affecting the outstanding items within the current cycle
- Total dollar amount of paid checks within the current cycle
- Total dollar amount of paid checks with no issues (PNI) and Force Paid items within the current cycle
- Total dollar amount of outstanding items at end of current reconciliation cycle

Recap of Posted Items Report

This report provides an overview of check activity on your account during the current reconciliation period. It provides the total volume and dollar amounts that posted to the ARP system each day during the current reconciliation cycle.

SMS565- 32		US BANK		PAGE 1	
BANK NO. 00555	TEAM NO. 222	RECAP OF POSTED ITEMS REPORT			DATE 05/31/07
ACCOUNT NO. 111122223333	SAMPLE COMPANY NAME ABC COMPANY			AS OF 5-31-07	
DATE	PAID	CHECKS	ISSUES	STOPS PLACED	STOPS REMOVED
	ITEMS	AMOUNT	ITEMS	AMOUNT	ITEMS
05-01-07	140	213,391.22	382	743,096.34	.00
05-02-07	28	137,977.80	2	14,940.07	.00
05-03-07	112	108,329.13		.00	.00
05-04-07	55	32,838.32		.00	.00
05-07-07	14	19,750.32	3	20,304.89	.00
05-08-07	150	310,388.65	290	761,266.38	.00
05-09-07	15	107,069.30		.00	.00
05-10-07	57	127,035.88	72	40,421.54	.00
05-11-07	42	60,992.60		.00	.00
05-14-07	39	291,085.00	21	243,157.10	.00
05-15-07	91	206,020.21	395	1,080,543.78	.00
05-16-07	12	43,321.88	1	25,396.55	.00
05-17-07	19	23,122.90	1	2,969.00	.00
05-18-07	16	262,586.13		.00	.00
05-21-07	18	137,989.97	2	4,858.82	.00
05-22-07	105	229,999.51		.00	.00
05-23-07	14	28,011.08	333	1,737,608.10	1 312.48
05-24-07	96	284,048.05	3	55,447.64	.00
05-25-07	61	270,806.58	1	229.61	.00
05-29-07	36	55,043.78	14	75,719.94	.00
05-30-07	157	213,662.79	387	594,973.10	.00
05-31-07	20	100,923.12	2	2,589.00	.00
TOTALS	1,297	3,264,394.22	740	5,403,521.86	1 312.48
					22 33,650.35

- | | |
|--------------------------|---|
| 1. RECAP OF POSTED ITEMS | Report title. |
| 2. DATE | Run date. |
| 3. ACCOUNT. NO. | Account number. |
| 4. AS OF | Cutoff date. Items posted through this cutoff date will be included in this reconciliation. |
| 5. DATE | Paid date. |
| 6. PAID CHECKS | Number of current paid items with this paid date/total dollar amount. |
| 7. ISSUES | N/A. |
| 8. STOPS PLACED | Number of current items with stops that have this date in the paid date field/total dollar amount of these stops. |
| 9. STOPS REMOVED | Number of current items that have had stops removed on this date/total amount of the stops removed. |
| 10. CANCELED | N/A. |
| 11. TOTALS | Totals of all current paid checks, stops placed, stops removed, and items for this reconciliation. |

Diagnostic Summary Report

This report provides details about the categories listed at the bottom of the report as well as stop payments that are in effect for your account. A separate Diagnostic Summary is produced for each of the following reports: Paid Only Report, Unpaid Only Report, and Consolidated Report. You will receive 1-3 Diagnostic Summary reports depending on which of the above reports are included with your reconciliation output.

SMS565- 35		US BANK				PAGE 1	
BANK NO.	00555	TEAM NO.	222	DIAGNOSTIC SUMMARY REPORT		DATE 05/31/07	
ACCOUNT NO. 1234567891011		SAMPLE COMPANY NAME ABCDE COMPANY				AS OF 5-31-07	
SERIAL NUMBER	AMOUNT	PD/POST DATE	SEQUENCE NUMBER	ISSUE DATE	ADDITIONAL DATA	PAGE	EXCEPTION
101311	294.12	05-31-07		05-05-07		1	STOPPED ITEM
512639	1,502.82	05-31-07		08-16-06		1	STOPPED ITEM
515190	202.06	12-16-06		10-04-06		1	STOPPED ITEM
517334	885.10	12-10-06		10-11-06		1	STOPPED ITEM
518437	1,182.99	02-11-07		11-01-06		1	STOPPED ITEM
520230	1,044.08	12-09-06		12-04-06		1	STOPPED ITEM
SERIAL NUMBER	AMOUNT	PD/POST DATE	SEQUENCE NUMBER	ISSUE DATE	ADDITIONAL DATA	PAGE NO.	EXCEPTION CONDITION
		TOTAL CNT		TOTAL AMOUNT			
PAID, NO ISSUE		0		.00			
CANCELED ISSUE		0		.00			
PAID, NO ISSUE, LAST PERIOD		0		.00			
STOPPED ITEM		6		5,111.17			
STOPPED, CHECK PRESENTED		0		.00			
FORCE POSTED ITEM		0		.00			
PREV PD-NO-ISS, ISSUE RECVD		0		.00			
PREV STOP, ISSUE RECEIVED		0		.00			
CANCELED ITEM NOT ISSUED		0		.00			
CANCELED WITH STOP		0		.00			
CANCEL WITH STOP, ISSEUED		0		.00			

- | | |
|---|--|
| 1. DIAGNOSTIC SUMMARY | Report title. |
| 2. DATE | Run date. |
| 3. ACCOUNT NO. | Account number. |
| 4. AS OF | Cutoff date. |
| 5. SERIAL NUMBER | Check serial number. |
| 6. AMOUNT | Dollar amount of item. |
| 7. PD/POST DATE | Paid/stop date. |
| 8. SEQUENCE NUMBER | Sequence number used by the bank to trace this item. |
| 9. ISSUE DATE | N/A. |
| 10. ADDITIONAL DATA | N/A. |
| 11. PAGE NO. | Page of the RECONCILIATION REPORT on which this exception item is noted. |
| 12. EXCEPTION | Reason this item has an exception code. |
| 13. PAID-NO-ISSUE through
CANCELED WITH STOP, ISSUED | Up to 12 categories may be listed at the bottom of your report. |
| 14. TOTAL CNT. | Number of items in each exception category. |
| 15. TOTAL AMOUNT | Dollar amount of items in each exception category. |

Miscellaneous Credits Report

This report lists the miscellaneous credits that posted to your account during the current reconciliation period.

1		2		3									
MISC-CREDITS		00555		111122223456		SAMPLE COMPANY NAME		05-31-07		1			
CHECK NUMBER	CHECK AMOUNT PAID	DATE PAID	SEQUENCE NUMBER	CHECK NUMBER	CHECK AMOUNT PAID	DATE PAID	SEQUENCE NUMBER	CHECK NUMBER	CHECK AMOUNT PAID	DATE PAID	SEQUENCE NUMBER	CHECK NUMBER	CHECK AMOUNT PAID
	146,857.22	050107											
	122,850.52	050207											
	151,492.21	050307											
	104,784.64	050407											
	223,965.23	050707											
	90,715.16	050807											
	60,979.67	050907											
	39,780.67	051007											
	53,993.69	051107											
	270,217.61	051407											
	53,630.99	051507											
	181,230.33	051607											
	59,534.89	051707											
	225,426.09	051807											
	193,096.55	052107											
	308,024.62	052207											
	190,921.14	052307											
	196,347.90	052407											
	308,672.86	052507											
	391,691.96	052907											
	238,167.48	053007											
	43,916.09	053107											
CREDITS													
3656,297.52	22GT												


TYPE OF REPORT		EXPLANATION OF CODES	
UNPAID ONLY	= OUTSTANDING ITEMS ONLY ON THIS REPORT.	2 = CHECK VOIDED	
PAID ONLY	= PAID ITEMS ONLY ON THIS REPORT.	4 = STOP PAYMENT IN EFFECT; CHECK HAS NOT BEEN PRESENTED.	M - MISSING THIS PERIOD
CONSOLIDATED	= PAID & OUTSTANDING CHECKS ON SAME REPORT.	6 = FORCED ITEM DUPLICATE	
SPECIAL	= OFF-CYCLE REPORT PER REQUEST.		

- | | |
|--------------------------|------------------------------------|
| 1. MISCELLANEOUS CREDITS | Report title. |
| 2. ACCOUNT NO. | Account number. |
| 3. DATE | Cutoff date. |
| 4. CODE | N/A. |
| 5. CHECK NUMBER | Location number. |
| 6. CHECK AMOUNT PAID | Dollar amount of credit (deposit). |
| 7. DATE PAID | Date of the credit. |
| 8. SEQUENCE NUMBER | N/A. |

No sample Miscellaneous Debits Report shown. This report is similar to the Miscellaneous Credits Report.

Paid Only Report (Partial ARP accounts only)

This report lists the checks that paid during the current reconciliation cycle in serial number order.

				TYPE OF REPORT	BANK NO.	ACCOUNT NO.	CUSTOMER NAME		DATE	PAGE		
				PAID ONLY	00555	223456	SAMPLE COMPANY NAME		05-31-07	1		
CODE	CHECK NUMBER	CHECK AMOUNT PAID	DATE PAID	SEQUENCE NUMBER	CHECK NUMBER	CHECK AMOUNT PAID	DATE PAID	SEQUENCE NUMBER	CHECK NUMBER	CHECK AMOUNT PAID	DATE PAID	SEQUENCE NUMBER
	2046	75.90	052107	1707047045								
	2047 TO	20314										
	20315	340.78	051807	1706107578								
	20316 TO	20320										
	20321	106.62	050407	1703664552								
	20322 TO	69209										
	69210	66.39	110104									
	69211 TO	108467										
	108468	11,543.42	051307									
	108469 TO	1108728										
	110883	362.65	051307									
	110884 TO	115660										
	115661	10,399.07	051307									
	115662 TO	120375										
	120376	1,235.30	051307									
	120377 TO	120725										
	120726	56.88	051307									
	120727 TO	121000										
	121001	7.09	051307									
	121002 TO	121025										
	121026	27.30	051307									
	121027 TO	121007										
	121578	7.09	051307									
	121579 TO	121029										
	121630	76.38	051307									
	121631 TO	123840										
	123841	34.76	051307									
	123842 TO	124855										
	124856	368.16	051307									
	124857 TO	124899										
	TOTAL PAID	15GT										
	25,367.79											
				EXPLANATION OF CODES								
TYPE OF REPORT												
UNPAID ONLY = OUTSTANDING ITEMS ONLY ON THIS REPORT.				2 = CHECK VOIDED								
PAID ONLY = PAID ITEMS ONLY ON THIS REPORT.				4 = STOP PAYMENT IN EFFECT; CHECK HAS NOT BEEN PRESENTED.								
CONSOLIDATED = PAID & OUTSTANDING CHECKS ON SAME REPORT.				6 = FORCED ITEM DUPLICATE								
SPECIAL = OFF-CYCLE REPORT PER REQUEST.				M = MISSING THIS PERIOD								

1. PAID ONLY
2. ACCOUNT NO.
3. DATE
4. CODE
5. CHECK NUMBER
6. CHECK AMOUNT PAID
7. DATE PAID
8. SEQUENCE NUMBER
9. TOTAL
10. EXPLANATION OF CODES

Report title.
 Account number.
 Cutoff date.
 Exception code (See #10 below for Explanation of Codes)
 Check serial number.
 Dollar amount of check paid.
 Date the check was paid, stopped, or canceled.
 Sequence number used by the bank to trace this item.
 Total dollar amount of paid items and total number of items.
 Description of codes:
 2 = Checks Voided
 4 = Stop Payment in effect. Check has not been presented.
 6 = Forced item duplicate
 M = Missing this period. (Note: Appears only for accounts without Positive Pay).

Stop Report

This report lists all stop payments in effect on the reconciliation cut-off date.

usbank													
1 STOP REPORT				2 00555		3 223456		4 SAMPLE COMPANY NAME				5 5-31-07	
6				7		8		9				10	
CHECK NUMBER	CHECK AMOUNT PAID	DATE PAID	SEQUENCE NUMBER	CHECK NUMBER	CHECK AMOUNT PAID	DATE PAID	SEQUENCE NUMBER	CHECK NUMBER	CHECK AMOUNT PAID	DATE PAID	SEQUENCE NUMBER	CHECK NUMBER	CHECK AMOUNT PAID
69210	66.39	110104		TOTAL									
108468	11,543.42	051307		101,444.32	43GT								
110883	362.65	051307											
115661	10,399.07	051307											
120376	1,235.30	051307											
120726	56.88	051307											
121001	7.09	051307											
121026	27.30	051307											
121578	531.05	051307											
121630	76.38	051307											
123841	34.76	051307											
124856	368.16	051307											
124900	405.57	051307											
127410	36.24	051307											
127441	151.85	051307											
184104	205.94	051807											
184524	7.77	120206											
184972	296.77	120106											
188017	15.53	120206											
188520	759.32	120106											
189942	58.27	120206											
190419	584.73	120706											
195668	440.95	120706											
196023	700.00	040507											
196039	9,075.59	120306											
196049	11,142.22	120306											
196051	30,405.55	120306											
196058	409.51	051807											
202217	26.56	032407											
202814	540.48	051807											
203038	201.74	051007											
203184	14,767.20	051607											
203568	88.78	051007											
204106	1,372.41	050407											
2000514	260.50	051807											

UNPAID ONLY = OUTSTANDING ITEMS ONLY ON THIS REPORT.
PAID ONLY = PAID ITEMS ONLY ON THIS REPORT.
CONSOLIDATED = PAID & OUTSTANDING CHECKS ON SAME REPORT.
SPECIAL = OFF-CYCLE REPORT PER REQUEST.

2 = CHECK VOIDED
4 = STOP PAYMENT IN EFFECT; CHECK HAS NOT BEEN PRESENTED.
5 = STOP PAYMENT IN EFFECT; CHECK PRESENTED AND RETURNED.
6 = FORCED ITEM DUPLICATE

EXPLANATION OF CODES
M - MISSING THIS PERIOD

1. STOP REPORT
Report title.
2. ACCOUNT NO.
Account number.
3. DATE
Cutoff date for reconciliation.
4. CODE
Exception code (See #10 below for Explanation of Codes)
5. CHECK NUMBER
Check serial number.
6. CHECK AMOUNT PAID
Dollar amount of the stop item will be in the column headed by CHECK PAID AMT.
7. DATE PAID
Date stop placed.
8. SEQUENCE NUMBER
N/A.
9. TOTAL
Total dollar amount of Stops and total number of items.
10. EXPLANATION OF CODES
Description of codes:
2 = Checks Voided
4 = Stop Payment in effect. Check has not been presented. Added into TOTAL.
5 = Stop Payment in effect. Check presented and returned. Added into TOTAL.
6 = Forced item duplicate
M = Missing this period. (Note: Appears only for accounts without Positive Pay).

Outstanding Settlement Report (Full ARP accounts only)


This report is a recap of all items that affect your outstandings during the current reconciliation cycle. This report should compare to your check register.

SMS565- 33		US BANK			PAGE 1			
BANK NO. 00555		TEAM NO. 222		OUTSTANDING SETTLEMENT REPORT		1	2	DATE 05/31/07
ACCOUNT NO. 111122223333		3		SAMPLE COMPANY NAME ABC COMPANY		4		AS OF 5-31-07
5	PREVIOUS OUTSTANDING		1,854,382.53					
6	+ NEW ISSUES		5,403,521.86					
7	+ PAID-NO ISSUES		73,080.95					
8	+ STOPS REMOVED		.00					
9	- STOP PAYMENTS		.00					
10	- CANCELLATIONS		33,650.35					
11	- PREV PNI ISSUE RECVD		.00					
12	- PREV STOP ISSUE RECVD		.00					
13	- PREV CANCEL ISS RECVD		.00					
14	- PAID CHECKS		3,264,394.22					
15	- PREV O/S DELETED		.00					
16	NEW OUTSTANDING		4,032,940.77					

1. OUTSTANDING SETTLEMENT	Report title.
2. DATE	Run date.
3. ACCOUNT NO.	Account number.
4. AS OF	Cutoff date.
5. PREVIOUS OUTSTANDING	Total dollar amount from previous reconciliation period.
6. NEW ISSUES	Total dollar amount of new issues.
7. PAID-NO ISSUES	Total dollar amount of current paid-no-issues (from Reconciliation Diagnostic Summary). Force posted paid items will be included in this total.
8. STOPS REMOVED	Total dollar amount of stops removed.
9. STOP PAYMENTS	Total dollar amount of stop payments.
10. CANCELLATIONS	Total dollar amount of cancellations.
11. PREV PNI ISSUE RECVD	Total dollar amount of previous period paid-no-issue items for which issues have now been received (from Reconciliation Diagnostic Summary).
12. PREV STOP ISSUE RECVD	Total dollar amount of previous period stopped items for which issues have now been received (from Reconciliation Diagnostic Summary).
13. PREV CANCEL ISS RECVD	Total dollar amount of previous period Canceled items for which issues have now been received (from Reconciliation Diagnostic Summary).
14. PAID CHECKS	Total dollar amount of paid checks this cycle (from detail of this RECAP report).
15. PREV O/S DELETED	Total dollar amount of previous period outstanding items which have been deleted.
16. NEW OUTSTANDING	Total dollar amount of outstanding issues.

Unpaid Only (Full ARP accounts only)

This report lists all the outstanding issues on your account along with issues canceled during the current reconciliation cycle and all stop payments in effect on the cycle cutoff date. All items are in serial number order.

									
TYPE OF REPORT		BANK NO.	ACCOUNT NO.	CUSTOMER NAME			DATE	PAGE	
UNPAID ONLY		00555	111122223456	SAMPLE COMPANY NAME			05-31-07	1	
C O D E	N	CHECK AMOUNT		S	E	N	C	C	C
		PAID	OS						
C O D E	N	CHECK AMOUNT		S	E	N	C	C	C
		PAID	OS						
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C O D E	N	CHECK AMOUNT		S	E	N	C	C	C
		PAID	OS						
C 									

This report is a combination of the paid, unpaid, and canceled items for the current reconciliation cycle, along with all stop payments that are in effect on the cycle cutoff date.

1. CONSOLIDATED	Report title.
2. ACCOUNT NO.	Account number.
3. DATE	Cutoff date.
4. CHECK NUMBER	Check serial number.
5. CHECK AMOUNT	Dollar amount of item: Paid or Outstanding (OS).
6. DATE PAID	Paid / Stop / Cancel date.
7. DATE ISSUED	Issue date as recorded on the Check Detail File.
8. SEQUENCE NUMBER	Sequence number used by the bank to trace this item.
9. PAYEE IDENTIFICATION	Any additional data/payee identification.
10. CODE	Exception code (See #13 below for Explanation of Codes).
11. TOTAL CNT.	Number of items in each category.
12. TOTAL AMOUNT	Dollar amount of items in each category.
13. EXPLANATION OF CODES	<p>1 = Check Paid this period. No outstanding issue received.</p> <p>2 = Check Voided. Outstanding issue removed. Not added into totals.</p> <p>3 = Check Paid previous period. Outstanding issue still not received. Memo only; Not added into totals.</p> <p>4 = Stop Payment in effect. Check has not been presented. Added into TOTAL.</p> <p>5 = Stop Payment in effect. Check presented and returned. Added into TOTAL.</p> <p>6 = Forced item duplicate</p>

This report lists all items that were paid but did not have a corresponding issue on file. This report can assist with monitoring your account for possible fraud or identifying issues that may need to be sent to the bank.

1. PAID NO ISSUE REPORT	Report title.
2. ACCOUNT NO.	Account number.
3. DATE	Cutoff date.
4. CODE	Exception code. See key at bottom of report.
5. CHECK NUMBER	Check serial number.
6. CHECK AMOUNT	Dollar amount.
7. DATE PAID	Paid date.
8. DATE ISSUED	N/A.
9. SEQUENCE NUMBER:	Sequence number used by the bank to trace this item.
10. PAYEE IDENTIFICATION	N/A.

Float Disbursement Report (Full ARP accounts only – Optional report)

This optional hardcopy report lists the total count and amount of all items paid in the current reconciliation period. Items are groups by the number of days elapsed between the issuance and the payment of the items. Totals are provided for both business days and/or actual calendar days.

SMS568- 50	US BANK	PAGE 1
BANK NO. 00555	TEAM NO. 222	DATE 05/31
ACCOUNT NO. 11112223333	SAMPLE COMPANY NAME	PERIOD ENDING 05-31-07
ACCOUNT TOTAL		
BUSINESS DAY		
ACTUAL DAYS		
DAYS	COUNT	PCT
AMOUNT	PCT	DEPOSIT
GENERATION	GENERATION	
0	46	.34
1	238	1.77
2	999	7.47
3	2,475	18.51
4	3,769	28.18
5	2,400	17.94
6	952	7.11
7	789	5.95
8	463	3.46
9	397	2.96
10	225	1.68
11	95	.71
12	88	.65
13	72	.53
14	94	.70
15	34	.25
16	33	.24
17	28	.20
18	25	.18
19	27	.20
20	12	.08
21-40	77	.57
OVER-40	33	.24
TOTAL	13,371	100.00
WEIGHTED AVERAGE DAYS OUT	4.15	
PD-NO-ISS	1	7,612.52
DROPPED		.00
DATE ERR	2	6,225.79
BALANCE	13,374	259,000,885.20

1. FLOAT REPORT

Report title.

2. DATE

Run date.

3. ACCOUNT NO.

Account number.

4. PERIOD ENDING

Cutoff date.

5. BUSINESS DAYS

Float information based on number of business days.

6. ACTUAL DAYS

Float information based on number of actual calendar days.

7. DAYS

Number of days between issue date and paid date.

8. COUNT

Count of items outstanding for the number of float days.

9. PCT

The percentage of items outstanding for the number of float days.

10. AMOUNT

Dollar amount of items outstanding for the number of float days.

11. PCT

The percentage of dollar amount for the number of float days.

12. DEPOSIT GENERATION	The true value of money for the checks (i.e.: earning power of the money or the amount of money that can be invested).
13. WEIGHTED AVERAGE DAYS OUT	Average number of days, weighted by amount outstanding, for which funds are available during the float period.
14. PD-NO-ISS	Count and dollar amount of paid-no-issue items for the account during the float period.
15. DROPPED	Count and dollar amount of dropped items for the account during the float period.
16. DATE ERR	Count and dollar amount of items with date errors during the float period.
17. BALANCE	The total count and dollar amount all items for this float period.

SinglePoint Account Reconciliation Sample Reports

SinglePoint ARP Summary Report

This report is available on SinglePoint in an HTML format. It is a combination of the Account Reconciliation Summary, Recap of Posted Items, and Diagnostic Summary Report.

ACCOUNT RECONCILIATION SUMMARY										
ACCOUNT:		11112223456		ACCOUNT NAME: SAMPLE COMPANY NAME						
RECONCILEMENT CUTOFF DATE:				MAY 01, 2009						
PREVIOUS OUTSTANDING				.00						
ADJUSTMENT TO PREVIOUS OUTSTANDING				+		.00				
NEW ISSUES				+		.00				
CANCELLED ISSUES				-		.00				
STOPPED ISSUES				-		.00				
PAID CHECKS				-		2,924,248.68				
UNMATCHED CHECKS				+		.00				
NEW OUTSTANDING				=		.00				
THANK YOU FOR CHOOSING U.S. BANK ARP SERVICES				PAGE		1				
PAID CHECK ADJUSTMENTS										
CALCULATION OF PAID TOTALS										

ARP PAID POSTED				2,924,248.68						
ARP PAID CHECK ADJUSTMENT TOTAL				.00						
ADJUSTED ARP PAID TOTAL				2,924,248.68						
DDA STATEMENT PAID TOTAL				2,924,248.68						
BANK NO.		555		RECAP OF POSTED ITEMS						
ACCOUNT NO.		11112223456		SAMPLE COMPANY NAME						
AS OF 05-01-09										
DATE	PAID CHECKS		ISSUES		STOPS	PLACED		STOPS	REMOVED	CANCELLED
	ITEMS	AMOUNT	ITEMS	AMOUNT	ITEMS	AMOUNT		ITEMS	AMOUNT	ITEMS
04-06-09	40	224,910.22		.00		.00			.00	.00
04-07-09	49	345,079.05		.00		.00			.00	.00
04-08-09	51	390,554.72		.00		.00			.00	.00
04-09-09	26	111,105.91		.00		.00			.00	.00
04-10-09	10	56,969.20		.00		.00			.00	.00
04-13-09	15	189,994.50		.00		.00			.00	.00
04-14-09	39	99,596.62		.00		.00			.00	.00
04-15-09	23	30,846.26		.00		.00			.00	.00
04-16-09	10	40,607.47		.00		.00			.00	.00
04-17-09	18	20,752.30		.00		.00			.00	.00
04-20-09	5	42,665.12		.00		.00			.00	.00
04-21-09	49	483,443.03		.00		.00			.00	.00
04-22-09	25	52,982.20		.00		.00			.00	.00
04-23-09	20	60,762.46		.00		.00			.00	.00
04-24-09	9	184,771.50		.00		.00			.00	.00
04-27-09	13	63,109.82		.00		.00			.00	.00
04-28-09	3	50,301.58		.00		.00			.00	.00
04-29-09	4	55,253.05		.00		.00			.00	.00
04-30-09	39	79,021.69		.00		.00			.00	.00
05-01-09	79	341,521.98		.00		.00			.00	.00
TOTALS	527	2,924,248.68		.00		.00			.00	.00
BANK NO.		555		DIAGNOSTIC SUMMARY REPORT						
ACCOUNT NO.		11112223456		SAMPLE COMPANY NAME			REPORT	PAID ONLY		AS OF 05-01-09
SERIAL		PD/POST	SEQUENCE	ISSUE	ADDITIONAL		PAGE	EXCEPTION		
NUMBER	AMOUNT	DATE	NUMBER	DATE	DATA		NO.	CONDITION		
286847	1,000.00	03-28-00					1	STOPPED ITEM		
289275	206.87	03-07-00					1	STOPPED ITEM		
			TOTAL CNT	TOTAL AMOUNT						
PAID, NO ISSUE			0	.00						
CANCELED ISSUE			0	.00						
PAID, NO ISSUE, LAST PERIOD			0	.00						
STOPPED ITEM			2	1,206.87						
STOPPED, CHECK PRESENTED			0	.00						
FORCE POSTED ITEM			0	.00						
PREV PD-NO-ISS, ISSUE RECVD			0	.00						
PREV STOP, ISSUE RECEIVED			0	.00						
PREV CANCEL, ISSUE RECEIVED			0	.00						
CANCELED ITEM, NOT ISSUED			0	.00						
CANCELED WITH STOP			0	.00						
CANCELED WITH STOP, ISSUED			0	.00						

SinglePoint Account Reconciliation Excel Data Report

The Excel Data File on SinglePoint contains reconciliation data including miscellaneous credits, miscellaneous credits, paid checks, outstanding checks, cancels and stop payments.

	A	B	C	D	E	F	G	H	I
1	ARP Detail								
2	SinglePoint ARP								
3	Printed on 11/07/200X at 08:28AM CDT								
4									
5	Record Code	Account Number	Serial Number	Amount	Paid Date	Issue Date	Item Reference Number	Additional Data	Record Type
6	01	123456789012	0000000000	1000.00		1002200X	000000000000	MISC CREDIT	Misc. Credit
7	01	123456789012	0000000000	2500.00	1001200X		000000000000	MISC DEBIT	Misc. Debit
8	01	123456789012	0000111220	125556.48		0910200X	000222333450	SAMPLE CUST E	Outstanding
9	01	123456789012	0000111225	98000.00		0915200X	001112222334	SAMPLE CUST A	Outstanding
10	01	123456789012	0000111301	125338.48		0925200X	001111122234	SAMPLE CUST B	Outstanding
11	01	123456789012	0000111302	82599.48		0925200X	001111122266	SAMPLE CUST F	Outstanding
12	01	123456789012	0000111352	50524.40	1004200X	0927200X	001111222445	SAMPLE CUST C	Reconciled
13	01	123456789012	0000111355	95225.68		0927200X	001111223458	SAMPLE CUST B	Outstanding
14	01	123456789012	0000111360	10101.38	1002200X	0928200X	001111122222	SAMPLE CUST A	Reconciled
15	01	123456789012	0000111362	17010.30	1002200X	0928200X	001112233440	SAMPLE CUST B	Reconciled
16	01	123456789012	0000111363	21000.21	1010200X	0928200X	001122222440	SAMPLE CUST E	Reconciled
17	01	123456789012	0000111364	98847.22		0928200X	001111222334	SAMPLE CUST D	Outstanding
18	01	123456789012	0000111368	49244.35	1014200X	0930200X	001122223333	SAMPLE CUST F	Reconciled
19	01	123456789012	0000111378	34222.36	1004200X	1002200X	001112222333	SAMPLE CUST B	Reconciled
20	01	123456789012	0000111379	10000.00		1002200X	000222334560	SAMPLE CUST E	Outstanding
21	01	123456789012	0000111380	6006.00		1002200X	000222333345	SAMPLE CUST D	Outstanding
22	01	123456789012	0000111382	22258.08		1004200X	000222564560	SAMPLE CUST B	Outstanding
23	01	123456789012	0000111383	35691.76	1027200X	1014200X	001111222223	SAMPLE CUST F	Reconciled
24	01	123456789012	0000111384	32875.72		1014200X	000222233456	SAMPLE CUST A	Outstanding
25	01	123456789012	0000111385	89425.23	1028200X	1027200X	001112222334	SAMPLE CUST E	Reconciled
26	01	123456789012	0000111386	6574.77		1027200X	002222255600	SAMPLE CUST G	Outstanding
27	01	123456789012	0000111387	1000.00		1027200X	000222225550	SAMPLE CUST H	Outstanding
28	01	123456789012	0001111381	72425.50	1010200X	1004200X	001122333440	SAMPLE CUST D	Reconciled
29									
30	Record Code	Account Number	Total Paid Records	Total Paid	Total	Total	Reconciliation Date		
31	02	123456789012	9	379,645.49	13	704,281.91	10/31/200X		
32									

Miscellaneous Sample Reports

Account Reconciliation File Confirmation Report

SinglePoint®

Good Morning, Sample User Wednesday, August 25, 2010

ACH (Token)
 ACH Additional Services
 ACH Adjustments
 Account Reconciliation
 Book Transfers
 Cash Vault
 Electronic Cash Letter
 GL Reconciliation
 Global Trade
 Image Access
 Image File Delivery
 Information Reporting
 Investments
 Issue Maintenance
 Enter Items
 Approve Items
 Upload Files
 History
 Search History
 File Confirmation
 Lockbox - Image Look
 On-Site Electronic Deposit
 Positive Pay
 Reverse Positive Pay
 Stop Payments
 Wire Transfers (Token)

Transmitted File Confirmation Detail

File confirmation details are listed below. Sort by clicking on a column header.

Filename: D900.D123456I.X320.X32AA
 Date: 11/07/20XX
 Time: 12:00 PM CST
 File Nature: 1
 Total Records: 34
 Total Issues: 25
 Total Cancels: 9

Issues Amount: \$8,456.00

Cancels Amount: \$756.00

[View First and Last Records](#)

Results 1 - 50 of 191

1 2 3 4 [Next>](#)

Account	Date	Number of Issues	Amount of Issues	Number of Cancels	Amount of Cancels
123456789012	11/07/20XX	15	\$7,500.00	2	\$700.00
234567890123	11/07/20XX	10	\$956.00	7	\$56.00

Transmitted File Confirmation Record Detail

Filename: D900.D123456I.X320.X32AA
 Date: 11/07/20XX
 Time: 12:00 PM CST
 File Nature: 1
 Total Records: 34
 Total Issues: 25
 Total Cancels: 9

Issues Amount: \$8,456.00

Cancels Amount: \$756.00

First Record: 01123456789012000003533600000000250003212007
 Last Record: 0212345678901200000000004000000400000

Close

U.S. Bank SinglePoint DDA Checks Paid Report

The DDA Checks Paid report is available in SinglePoint Information Reporting. This report can be used by Partial and Full Reconciliation customers to view checks paid detail.

DDA Checks Paid			
Sample Company A			
SinglePoint			
Reported Activity as of 11/06/200X			
Printed on 11/07/200X at 01:40 PM CST			
Account Number	123456789012		
Account Name	Sample Account A		
Bank Name	US Bank MN		
Date Paid	Check Number	Check Amount	Sequence Number
11/07/200X	0000000535	\$2,459,926.23	0000061234
11/07/200X	0000000401	\$2,450,086.17	0000221234
11/07/200X	0000000968	\$2,278,886.43	0040361234
11/07/200X	0000000461	\$2,253,091.16	0000061235
11/07/200X	0000000535	\$1,964,966.78	0000221236
11/07/200X	0000000422	\$1,746,118.21	0040312340
11/07/200X	0000000288	\$1,588,795.56	0000061236
11/07/200X	0000000281	\$1,320,924.38	0000221238
11/07/200X	0000000104	\$1,128,046.44	0040263446
11/07/200X	0000000289	\$977,287.92	0000061237
11/07/200X	0000000277	\$872,994.10	0000221240
11/07/200X	0000000239	\$793,506.19	0040214552
11/07/200X	0000000156	\$719,361.08	0000061238
11/07/200X	0000000133	\$618,343.01	0000221242
11/07/200X	0000000115	\$602,868.35	0040165658
11/07/200X	0000000324	\$587,548.03	0000061239
11/07/200X	0000000336	\$535,469.55	0000221244
11/07/200X	0000000108	\$511,145.78	0040116764
Grand Totals:	18	\$23,409,365.37	



U.S. Bank Account Reconciliation & Positive Pay Contact Information

Type of Question	Department	Location	Contact Name Phone Number
Questions about the content of data transmissions or implementation questions	ARP Installers	St. Paul	Telephone: (800) 306-1039 Option 6 Hours of Operation: 7:00 am-4:30 pm CST Fax: (651) 962-3266
Questions or problems with your current, active ARP Service	ARP Customer Service	St. Paul (Services AR, IA, IL, IN, KS, KY, MN, MO, ND, NE, OH, SD, TN, WI)	Telephone: (800) 306-1039 Opt 1 Hours of Operation: 8:00 am-5:00 pm CST Fax: (651) 962-2040
Questions or problems with your current, active ARP Service	ARP Customer Service	Portland (Services AZ, CA, CO, ID, MT, NV, OR, UT, WA, WY, Interstate)	Telephone: (800) 495-4981 Opt 1 Hours of Operation: 8:00 am-5:00 pm PST Fax: (503) 401-4075
Questions about your active Positive Pay service	Positive Pay Customer Service	St. Paul (Services AR, IA, IL, IN, KS, KY, MN, MO, ND, NE, OH, SD, TN, WI)	Telephone: (800) 306-1039 Opt 2 Hours of Operation: 7:00 am-4:00 pm CST Fax: (651) 962-2040
Questions about your active Positive Pay service	Positive Pay Customer Service	Portland (Services AZ, CA, CO, ID, MT, NV, OR, UT, WA, WY, Interstate)	Telephone: (800) 495-4981 Opt 2 Hours of Operation: 7:00 am-4:00 pm PST Fax: (503) 401-4075
Questions about the DTQ or transmission testing process	Data Distribution Services (DDS)	-	DTQ Help Line: 651-962-1925
Questions or problems with an active transmission			DDS Response Center 1-800-765-9549
Questions about a service you are implementing	Your Implementation Coordinator	-	-
Questions about your active service	Your Commercial Customer Service Team	-	-



ATTACHMENT 2
Customer Analysis Statement
Statement Period: September 20XX
Page 1 of 4

3333333330



SAMPLE COMPANY A

Account Number: 1-234-5678-9012
TOTAL CHARGE: \$3,197.86

The Total Charge will be assessed to account
1-234-5678-9012 in the month of October.

Direct inquires to: Commercial Customer Service at 1-
866-483-3335.

To help ensure the accuracy of your service activity, please review this statement promptly and compare it to your records. You must report any discrepancies within 60 days of the date this analysis statement is mailed or made available to you. After 60 days your service activity and billing will be deemed correct.

News For You

Stay current on treasury management topics with U.S. Bank TM Forum eNewsletter. To receive a free, quarterly copy of TM Forum, send your email to tmforumnewsletter@usbank.com and write 'subscribe' in the subject line.

Consolidated Analysis Summary

SAMPLE COMPANY A	Lead Account Number	1-234-5678-9012
	Negative Collected Rate	12.25%
	Reserve Adjustment Rate	10.00%
	Settlement Frequency	Monthly
	Settlement Period	September 20XX

Balance Summary

Average Ledger Balance	\$	0.00
Average Float	-	0.00
Average Collected Balance	=	0.00

Settlement Analysis

Average Collected Balance	\$	0.00
Collected Balance Available for Earnings Credit Services	=	0.00
Earnings Credit Based Service Charges	-	3,197.86
Current Month Surplus/(Deficit) Position	=	(3,197.86)
Net Service Charges	\$	(3,197.86)

The Reserve Adjustment deduction on your analyzed account statement may not necessarily reflect the actual reserves incurred by U.S. Bank.

**Customer Analysis Statement**

Statement Period: September 20XX

Page 2 of 4

Service Activity Detail - Summary

Service	Volume	Avg Unit Price*	Total Charge	Collected Balance Required
Depository Services				
Account Maintenance	1	6.50000	6.50	0
Electronic Credits	45	0.25000	11.25	0
Electronic Debits	149	0.15000	22.35	0
Check Filter Monthly Maint	1	0.00000	No Charge	0
Subtotal: Depository Services			40.10	
SinglePoint				
Sp Current Day Detail - Acct	1	9.00000	9.00	0
Sp Current Day Per Item	360	0.03500	12.60	0
Sp Previous Day Detail - Acct	1	55.00000	55.00	0
Sp Previous Day Per Item	429	0.07000	30.03	0
Account Analysis Report	1	10.00000	10.00	0
Monthly DDA Statement	1	5.00000	5.00	0
ACH Return And NOC Report	1	5.00000	5.00	0
Sp Token Monthly Maintenance	4	3.00000	12.00	0
Sp Book Transer Mo Maintenance	1	0.00000	No Charge	0
Sp ACH Monthly Maintenance	1	30.00000	30.00	0
Sp Wires Monthly Maintenance	1	30.00000	30.00	0
Subtotal: SinglePoint			198.63	
Wire Transfers				
Wires Monthly Pin Maintenance	1	0.00000	No Charge	0
Subtotal: Wire Transfers			0.00	
Zero Balance Accounts				
ZBA Subsidiary	1	20.00000	20.00	0
Subtotal: Zero Balance Account			20.00	

* For statements with more than one account, the per-unit pricing can vary from account to account. For detailed pricing information, refer to account level statements.



200 S 6th St. / EP-MN-L18B
Minneapolis, MN 55402

Customer Analysis Statement

Statement Period: September 20XX

Page 3 of 4

Service Activity Detail – Summary

(CONTINUED)

Service	Volume	Avg Unit Price*	Total Charge	Collected Balance Required
ACH Service				
ACH Monthly Maintenance	2	Maximum	25.00	0
ACH Originated Addenda Item	4,387	0.03000	131.61	0
ACH Settlement Report No Maint	4	Maximum	20.00	0
ACH Process Run	137	Maximum	200.00	0
ACH Orig Not On-US Item	32,447	0.03500	1,135.64	0
ACH Originated On-US Item	5,528	0.03500	193.48	0
ACH File Confirmation Email	306	1.25000	382.50	0
ACH Received Item	5	0.20000	1.00	0
ACH Filter Mthly Maint	1	15.00000	15.00	0
ACH Return Per Item	49	3.75000	183.75	0
ACH Notification of Change	74	3.25000	240.50	0
ACH Return/NOC Faxed	123	2.0000	246.00	0
Business Echeck Block No Maint	1	8.0000	8.00	0
ACH Item Adjustment Request	6	20.0000	120.00	0
Sp ACH Not On-US Item	11	0.15000	1.65	0
Sp ACH Process Run	10	2.00000	20.00	0
Subtotal: ACH Service			<u>2,924.13</u>	
Earnings Credit Based Service Charges			3,197.86	
Total Service Charges			<u>3,197.86</u>	

* For statements with more than one account, the per-unit pricing can vary from account to account. information, refer to account level statements.

For detailed pricing

Calculations and Definitions

Collected Balance Required: Earnings Credit Based Service Charges OR Total Charge ÷ Earnings Credit Rate ÷ (1-Reserve Adjustment Rate) ÷ Actual Days in Month × Actual Days in Year

Current Month Multiplier: 1.00 ÷ Earnings Credit Rate ÷ (1-Reserve Adjustment Rate) ÷ Actual Days in Month × Actual Days in Year

Charge for Negative Collected Balance: Average Negative Collected Balance × Negative Collected Balance Rate × Actual Days in Month ÷ 360

Earnings Credit: Collected Balance Available for Earnings Credit Services × Earnings Credit Rate × Actual Days in Month ÷ Actual Days in Year

Average Negative Collected Balance: On a daily basis, your ending collected balance is either positive or negative. If the ending ledger balance minus any uncollected funds (float) is less than zero, then your daily ending collected balance position is negative. At the end of the month, the daily negative collected balances are combined and divided by the number of days in the statement period.

Average Positive Collected Balance: If the ending ledger balance minus any uncollected funds (float) is greater than zero, then your daily ending collected balance is positive. At the end of the month, the daily positive collected balances are combined and divided by the number of days in the statement period.

Customer Settlement Page

Monthly Balance	Oct 0X-1	Nov 0X-1	Dec 0X-1	Jan 0X	Feb 0X	Mar 0X	Apr 0X	May 0X
LEDGER BALANCE	11,984	11,558	150,003	10,333	1,459	0	0	0
LESS: FLOAT	0	0	0	0	0	0	0	0
AVG COLL BAL	11,984	11,558	150,003	10,333	1,459	0	0	0
NEG COL BAL	0	0	50,135	0	0	0	0	0
POS COL BAL	11,984	11,558	200,138	10,333	1,459	0	0	0
RESERVES	1,198	1,156	20,014	1,033	146	0	0	0
FEE BSD COL BAL	0	0	0	0	0	0	0	0
COL BAL FOR EC	10,785	10,403	180,124	9,300	1,313	0	0	0
NONINT TIME DEP	0	0	0	0	0	0	0	0
COMP BAL REQ CR	0	0	0	0	0	0	0	0
COL BAL AFTR CR	10,785	10,403	180,124	9,300	1,313	0	0	0
EARN CRED RATE	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
EARNINGS CREDIT	0	0	0	0	0	0	0	0
INT PAID ON BAL	53	49	876	45	6	0	0	0
NET EARN CREDIT	0	0	0	0	0	0	0	0
EC BASED SC	3,905	2,846	3,592	3,081	2,740	3,016	2,925	3,184
NEG COLL RATE	12.25%	12.25%	12.25%	12.25%	12.25%	12.25%	12.25%	12.25%
CHG NEG COL BAL	0	0	0	0	0	0	0	0
CUR MO SUR/DEF	3,905 -	2,846 -	3,592 -	3,081 -	2,740 -	3,016 -	2,925 -	3,184 -
CF EC SUR/DEF	0	0	0	0	0	0	0	0
CF EC SUR/DEF	0	0	0	0	0	0	0	0
TOT SUR/DEF	3,905 -	2,846 -	3,592 -	3,081 -	2,740 -	3,016 -	2,925 -	3,184 -
CR BAL DEF FEE	0	0	0	0	0	0	0	0
FEE BASED SC	0	0	0	0	0	0	0	0
CF FEE BASED SC	0	0	0	0	0	0	0	0
TOT FEE SC	0	0	0	0	0	0	0	0
TOTAL SALES TAX	0	0	0	0	0	0	0	0
NET SERVICE CHG	3,905 -	2,846 -	3,592 -	3,081 -	2,740 -	3,016 -	2,925 -	3,184 -

Monthly Balance	Jun 0X	Jul 0X	Aug 0X	Sep 0X	Sep 0X-1	Average	Period to Date
LEDGER BALANCE	0	0	0	0	1,011	- 15,445	1,310
LESS: FLOAT	0	0	0	0	0	0	0
AVG COLL BAL	0	0	0	0	1,011	- 15,445	1,310
NEG COL BAL	0	0	0	0	11,466	4,178	0
POS COL BAL	0	0	0	0	10,456	19,623	1,310
RESERVES	0	0	0	0	1,046	1,962	131
FEE BSD COL BAL	0	0	0	0	0	0	0
COL BAL FOR EC	0	0	0	0	9,410	17,660	1,179
NONINT TIME DEP	0	0	0	0	0	0	0
COMP BAL REQ CR	0	0	0	0	0	0	0
COL BAL AFTR CR	0	0	0	0	9,410	17,660	1,179
EARN CRED RATE	00.00%	00.00%	00.00%	00.00%	00.00%		00.00%
EARNINGS CREDIT	0	0	0	0	0	0	0
INT PAID ON BAL	0	0	0	0	44	86	6
NET EARN CREDIT	0	0	0	0	0	0	0
EC BASED SC	2,969	2,911	3,466	3,198	4,788	3,153	3,054
NEG COLL RATE	12.25%	12.25%	12.25%	12.25%	12.25%		12.25%
CHG NEG COL BAL	0	0	0	0	0	0	0
CUR MO SUR/DEF	2,969 -	2,911 -	3,466 -	3,198 -	4,788 -	3,153 -	3,054 -
CF EC SUR/DEF	0	0	0	0	0	0	0
CF EC SUR/DEF	0	0	0	0	0	0	0
TOT SUR/DEF	2,969 -	2,911 -	3,466 -	3,198 -	4,788 -	3,153 -	3,054 -
CR BAL DEF FEE	0	0	0	0	0	0	0
FEE BASED SC	0	0	0	0	0	0	0
CF FEE BASED SC	0	0	0	0	0	0	0
TOT FEE SC	0	0	0	0	0	0	0
TOTAL SALES TAX	0	0	0	0	0	0	0
NET SERVICE CHG	2,969 -	2,911 -	3,466 -	3,198 -	4,788 -	3,153 -	3,054 -



P.O. Box 1800
Saint Paul, Minnesota 55101-0800

ATTACHMENT 2

Account Number:
1 234 5678 9012
Statement Period:
Oct. 1, 200X
through
Oct. 31, 200X

Page 1 of 4

Sample Company A

PREMIUM BUSINESS CHECKING

Member FDIC

Account Number 1-234-5678-9012

U.S. Bank National Association

Account Summary

Beginning Balance on Oct. 2	\$ 0.00
Checks Paid	\$ 8,195.69-
Ending Balance on Oct. 31, 200X	\$ 0.00

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
1004	Oct. 6	6240727746	200.00	1017	Oct. 6	6240727756	75.00
1005	Oct. 6	6240727747	500.00	1018	Oct. 6	6240727757	389.66
1006	Oct. 6	6240727748	1,000.00	1019	Oct. 6	6240727758	112.66
1007	Oct. 6	6240727749	153.23	1020	Oct. 6	6240727759	389.66
1008	Oct. 6	6240727750	75.89	1021	Oct. 6	6240727760	125.00
1009	Oct. 6	6240727751	60.00	1022	Oct. 6	6240727761	3,258.92
1010	Oct. 6	6240727752	125.00	1023	Oct. 6	6240727762	77.32
1013*	Oct. 6	6240727753	125.00	1024	Oct. 6	6240727763	29.48
1014	Oct. 6	6240727765	34.50	1025	Oct. 6	6240727764	248.55
1015	Oct. 6	6240727754	750.00	1026	Oct. 6	6240727766	140.00
1016	Oct. 6	6240727755	95.00	1027	Oct. 6	6240727767	230.82

* Gap in check sequence

Conventional Checks Paid (22) \$ -8,195.69-

Balance Summary

Date Ending Balance

Oct. 6 8,195.69-

Balances only appear for days reflecting change.

ATTACHMENT 2

Sample Company A

Account Number:
1 234 5678 9012
Statement Period:
Oct. 1, 200X
through
Oct. 31, 200X

Page 2 of 4

IMAGES FOR YOUR PREMIUM BUSINESS CHECKING ACCOUNT

Member FDIC

Account Number 1-234-5678-9012

SAMPLE COMPANY A 1234 River Street Anywhere, ST XXXX		1004
DATE Aug 1, 200X		13/09/200
PAY TO THE ORDER OF Leasing Company	\$ 200.00	
Two hundred and no/100		DOLLARS
Person A. Person, President		
MICR LINE		

1004 Oct. 6 200.00

SAMPLE COMPANY A 1234 River Street Anywhere, ST XXXX		1008
DATE Aug 1, 200X		13/09/200
PAY TO THE ORDER OF Office Supplies	\$ 75.89	
Seventy-Five and 89/100		DOLLARS
Person A. Person, President		
MICR LINE		

1008 Oct. 6 75.89

SAMPLE COMPANY A 1234 River Street Anywhere, ST XXXX		1005
DATE Aug 1, 200X		13/09/200
PAY TO THE ORDER OF Rent	\$ 500.00	
Five hundred and no/100		DOLLARS
Person A. Person, President		
MICR LINE		

1005 Oct. 6 500.00

SAMPLE COMPANY A 1234 River Street Anywhere, ST XXXX		1009
DATE Aug 8, 200X		13/09/200
PAY TO THE ORDER OF Shipping Company	\$ 60.00	
Sixty and no/100		DOLLARS
Person A. Person, President		
MICR LINE		

1009 Oct. 6 60.00

SAMPLE COMPANY A 1234 River Street Anywhere, ST XXXX		1006
DATE Aug 1, 200X		13/09/200
PAY TO THE ORDER OF Advertising Agency	\$ 1,000.00	
One thousand and no/100		DOLLARS
Person A. Person, President		
MICR LINE		

1006 Oct. 6 1,000.00

SAMPLE COMPANY A 1234 River Street Anywhere, ST XXXX		1010
DATE Aug 8, 200X		13/09/200
PAY TO THE ORDER OF Equipment Repair	\$ 125.00	
One hundred twenty five and no/100		DOLLARS
Person A. Person, President		
MICR LINE		

1010 Oct. 6 125.00

SAMPLE COMPANY A 1234 River Street Anywhere, ST XXXX		1007
DATE Aug 1, 200X		13/09/200
PAY TO THE ORDER OF Computer Store	\$ 153.23	
One hundred fifty three and 23/100		DOLLARS
Person A. Person, President		
MICR LINE		

1007 Oct. 6 153.23

SAMPLE COMPANY A 1234 River Street Anywhere, ST XXXX		1013
DATE Aug 8, 200X		13/09/200
PAY TO THE ORDER OF Lawn Maintenance	\$ 125.00	
One hundred twenty five and no/100		DOLLARS
Person A. Person, President		
MICR LINE		

1013* Oct. 6 125.00

* Gap in check sequence

Account Number:
1 234 5678 9012
Statement Period:
Oct. 1 , 200X
through
Oct. 31, 200X

IMAGES FOR YOUR PREMIUM BUSINESS CHECKING ACCOUNT

(CONTINUED)

Account Number 1-234-5678-9012

SAMPLE COMPANY A
 1234 River Street
 Anywhere, ST XXXX

1014

DATE Aug 10, 200X

PAY TO THE ORDER OF Newspaper \$ 34.50

Thirty four and 50/100

DOLLARS

usbank

Person A. Person, President

000000 1008 10910000 20 000000000000 00000007587

1014	Oct.	6	34.50
------	------	---	-------

SAMPLE COMPANY A
1234 River Street
Anywhere, ST XXXX


1020

DATE Aug 21, 200X 12:00 PM

PAY TO THE ORDER OF Utility Bill

\$ 389.66

Three hundred eighty nine and 66/100 ----- DOLLARS

 usbank.com

Person A. Person, President

FCM

⑈0000001008⑈ ⑆09100022⑆ 000000000000⑆ ⑆0000007569⑆

1018	Oct.	6	389.66
------	------	---	--------

SAMPLE COMPANY A
 1234 River Street
 Anywhere, ST XXXX

1015
 Aug 8, 200X : 12/01/2002
 DATE

PAY TO THE ORDER OF John Smith \$ 750.00

Seven hundred fifty and no/100 ----- DOLLARS

usbank
 PERSONAL BANK

Person A. Person, President

⑈0000001008⑈ 10910000220 00000000000⑈ ⑈0000007567⑈

1015	Oct.	6	750.00
------	------	---	--------

SAMPLE COMPANY A
 1234 River Street
 Anywhere, ST XXXX

1019
 Aug 18, 200X

PAY TO THE ORDER OF Cellular Phone \$ 112.66

One hundred twelve and 66/100 DOLLARS

usbank usbank.com

Person A. Person, President

0000001008 00910000220 000000000000 *0000007569*

1019	Oct.	6	112.66
------	------	---	--------


SAMPLE COMPANY A 1234 River Street Anywhere, ST XXXX		1016
DATE Aug 10, 200X		17-010-200
PAY TO THE ORDER OF Business Development	\$ 95.00	
Ninety-five and no/100 -----		DOLLARS
usbank		
Person A. Person, President		
F01		
⑈0000001008⑈ 10910000220 00000000000⑈		⑈0000007587⑈

1016	Oct.	6	95.00
------	------	---	-------

SAMPLE COMPANY A
 1234 River Street
 Anywhere, ST XXXX

1020
 DATE Aug 21, 200X 12:49:28 PM

PAY TO THE ORDER OF Utility Bill \$ 389.66
 Three hundred eighty nine and 66/100 ----- DOLLARS

 usbank.com

Person A. Person, President

0000001008 00910000220 000000000000 *0000007569*

1020	Oct.	6	389.66
------	------	---	--------


SAMPLE COMPANY A 1234 River Street Anywhere, ST XXXX		1017
DATE Aug 12, 200X		12/01/2008
PAY TO THE ORDER OF	Chamber Dues	\$ 75.00
Seventy-five and no/100		DOLLARS
usbank		PERSONAL
Person A. Person, President		
⑈0000001008⑈ 120910000220 000000000000⑈ ⑈0000007587⑈		

1017	Oct.	6	75.00
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SAMPLE COMPANY A
 1234 River Street
 Anywhere, ST XXXX

1021
 DATE Aug 21, 200X 13:49:00

PAY TO THE ORDER OF Equipment Repair \$ 125.00
 One hundred twenty five and no/100 ----- DOLLARS

 usbank.com

Person A. Person, President

FCID: *0000001008* 00910000225 000000000000* *0000007569*

1021	Oct.	6	125.00
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* Gap in check sequence

ATTACHMENT 2

Sample Company A

Account Number:
1 234 5678 9012
Statement Period:
Oct. 1, 200X
through
Oct. 31, 200X

Page 4 of 4

IMAGES FOR YOUR PREMIUM BUSINESS CHECKING ACCOUNT

(CONTINUED)

Account Number 1-234-5678-9012

SAMPLE COMPANY A 1234 River Street Anywhere, ST XXXX		1022
DATE Aug 22, 200X		
PAY TO THE ORDER OF	Materials	\$ 3,258.92
Three thousand two hundred fifty-eight and no/100		DOLLARS
Person A. Person, President		
MICR LINE		

1022 Oct. 6 3,258.92

SAMPLE COMPANY A 1234 River Street Anywhere, ST XXXX		1025
DATE Aug 23, 200X		
PAY TO THE ORDER OF	Caterer	\$ 248.55
Two hundred forty eight and 55/100		DOLLARS
Person A. Person, President		
MICR LINE		

1025 Oct. 6 248.55

SAMPLE COMPANY A 1234 River Street Anywhere, ST XXXX		1023
DATE Aug 22, 200X		
PAY TO THE ORDER OF	Office Supplies	\$ 77.32
Seventy-seven and 32/100		DOLLARS
Person A. Person, President		
MICR LINE		

1023 Oct. 6 77.32

SAMPLE COMPANY A 1234 River Street Anywhere, ST XXXX		1026
DATE Aug 24, 200X		
PAY TO THE ORDER OF	Seminar	\$ 140.00
One hundred forty and no/100		DOLLARS
Person A. Person, President		
MICR LINE		

1026 Oct. 6 140.00

SAMPLE COMPANY A 1234 River Street Anywhere, ST XXXX		1024
DATE Aug 22, 200X		
PAY TO THE ORDER OF	Gas Station	\$ 29.48
Twenty nine and 48/100		DOLLARS
Person A. Person, President		
MICR LINE		

1024 Oct. 6 29.48

SAMPLE COMPANY A 1234 River Street Anywhere, ST XXXX		1027
DATE Aug 25, 200X		
PAY TO THE ORDER OF	Equipment Supplies	\$ 230.82
Two hundred thirty and 82/100		DOLLARS
Person A. Person, President		
MICR LINE		

1027 Oct. 6 389.66

* Gap in check sequence

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First American Money Market Funds

Class Z Shares



First American Prime Obligations Fund

Investment Strategy: Seeks to provide maximum current income and daily liquidity by purchasing high-quality short-term debt securities such as commercial paper, repurchase agreements, variable rate demand notes and bank instruments.

Net Annualized Monthly Average Yields

	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
See FirstAmericanFunds.com for additional historical performance information.												
2014	0.02%	0.02%	0.02%	0.02%	0.02%	0.02%	0.02%	0.02%	0.02%	0.02%	0.02%	0.02%
2015	0.02%	0.02%	0.02%	0.02%	0.02%	0.03%	0.04%	0.05%	0.05%	0.06%	0.07%	0.15%
2016	0.22%	0.27%	0.30%	0.30%	0.30%	0.28%						

Portfolio Characteristics

Total Net Assets (all classes)	\$9.7 billion
Weighted Avg. Maturity (WAM)*	6 days
Inception Date	08/01/03
Expense Ratio	
Gross	0.24%
Net [†]	0.20%

Ratings

Moody's*	Aaa-mf
Standard & Poor's*	AAAm
Fitch*	AAAmf
For more information and ratings methodology, please visit moodys.com , standardandpoors.com , and fitchratings.com .	
NAIC Class 1 List*	

Ticker

FPZXX

CUSIP

31846V625

Cutoff Times

Purchases and Redemptions 3:30 p.m. CT

Current Yield[†]

7-Day Yield

Sub.

0.27%

Unsub.

0.22%

Portfolio Maturity*

Overnight	49%
2-7 days	28%
8-29 days	23%
30-60 days	0%
61-120 days	0%
121+ days	0%

Portfolio Allocation** (% of Market Value)

Asset Backed Commercial Paper	14.1%
Certificates of Deposit	20.0%
Financial Company Commercial Paper	8.0%
Investment Companies	0.5%
Non-Financial Company Commercial Paper	10.1%
Non-Negotiable Time Deposit	1.0%
Other Instrument	1.3%
Other Repurchase Agreements	5.9%
U.S. Govt. Agency Debt	0.0%
U.S. Govt. Agency Repurchase Agreements	3.5%
U.S. Treasury Debt	0.0%
U.S. Treasury Repurchase Agreements	31.5%
Variable Rate Demand Notes	4.1%

First American Treasury Obligations Fund

Investment Strategy: Seeks to provide maximum current income and daily liquidity by purchasing U.S. Treasury securities and repurchase agreements collateralized by such obligations.

Net Annualized Monthly Average Yields

	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
See FirstAmericanFunds.com for additional historical performance information.												
2014	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2015	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.06%
2016	0.12%	0.15%	0.16%	0.18%	0.18%	0.21%						

Portfolio Characteristics

Total Net Assets (all classes)	\$9.0 billion
Weighted Avg. Maturity (WAM)*	35 days
Inception Date	12/01/03
Expense Ratio	
Gross	0.25%
Net [†]	0.20%

Ratings

Moody's*	Aaa-mf
Standard & Poor's*	AAAm
Fitch*	AAAmf
For more information and ratings methodology, please visit moodys.com , standardandpoors.com , and fitchratings.com .	
NAIC U.S. Direct Obligations/Full Faith & Credit Exempt List*	

Ticker

FUZZX

CUSIP

31846V542

Cutoff Times

Purchases and Redemptions 3:30 p.m. CT

Current Yield[†]

7-Day Yield

Sub.

0.23%

Unsub.

0.16%

Portfolio Maturity*

Overnight	68%
2-7 days	1%
8-29 days	2%
30-60 days	3%
61-120 days	12%
121+ days	14%

Portfolio Allocation** (% of Market Value)

Investment Companies	0.0%
U.S. Treasury Debt	45.3%
U.S. Treasury Repurchase Agreements	54.7%

First American Government Obligations Fund

Investment Strategy: Seeks to provide maximum current income and daily liquidity by purchasing U.S. government securities and repurchase agreements collateralized by such obligations.

Net Annualized Monthly Average Yields

	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
See FirstAmericanFunds.com for additional historical performance information.												
2014	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%
2015	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%	0.06%
2016	0.12%	0.17%	0.19%	0.21%	0.21%	0.24%						

Portfolio Characteristics

Total Net Assets (all classes)	\$21.0 billion
Weighted Avg. Maturity (WAM)*	26 days
Inception Date	12/01/03
Expense Ratio	
Gross	0.25%
Net [†]	0.18%

Ratings

Moody's*	Aaa-mf
Standard & Poor's*	AAAm
Fitch*	AAAmf
For more information and ratings methodology, please visit moodys.com , standardandpoors.com , and fitchratings.com .	
NAIC U.S. Direct Obligations/Full Faith & Credit Exempt List*	

Ticker

FGZXX

CUSIP

31846V567

Cutoff Times

Purchases and Redemptions 3:30 p.m. CT

Current Yield[†]

7-Day Yield

Sub.

0.25%

Unsub.

0.19%

Portfolio Maturity*

Overnight	51%
2-7 days	6%
8-29 days	22%
30-60 days	8%
61-120 days	8%
121+ days	5%

Portfolio Allocation** (% of Market Value)

Investment Companies	0.0%
U.S. Govt. Agency Debt	47.1%
U.S. Govt. Agency Repurchase Agreements	15.6%
U.S. Treasury Debt	0.5%
U.S. Treasury Repurchase Agreements	36.8%

Performance shown is historical and does not guarantee future results. Current performance may be lower or higher. For current month-end performance information, call 800.677.3863. Performance assumes the reinvestment of dividends and capital gains. Investment performance reflects fee waivers. Without waivers, returns and yields would be reduced.

[†]Subsidized (Sub.) yields reflect fee waivers in effect. Without such waivers, yields would be reduced. Unsubsidized (Unsub.) yields do not reflect fee waivers in effect.

Contact us at 800.677.3863 or FirstAmericanFunds.com

NOT FDIC INSURED NO BANK GUARANTEE MAY LOSE VALUE

*See reverse for definitions.

**Portfolio allocations may change and are not recommendations to buy or sell. Page 194 of 354

First American U.S. Treasury Money Market Fund

Investment Strategy: Seeks to provide maximum current income and daily liquidity by purchasing U.S. Treasury and other money market funds that invest exclusively in such obligations.

Net Annualized Monthly Average Yields

	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
See FirstAmericanFunds.com for additional historical performance information.												
2014	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2015	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.02%
2016	0.06%	0.10%	0.13%	0.11%	0.10%	0.08%						

Portfolio Characteristics

Total Net Assets (all classes)	\$1.2 billion
Weighted Avg. Maturity (WAM)*	30 days
Inception Date	10/25/04
Expense Ratio	
Gross	0.29%
Net†	0.20%

Ratings

Moody's*	Aaa-mf
Standard & Poor's*	AAAm
Fitch*	AAAmf

For more information and ratings methodology, please visit moodys.com, standardandpoors.com, and fitchratings.com.

NAIC U.S. Direct Obligations/Full Faith & Credit Exempt List*

Ticker

FOZXX

CUSIP

31846V450

Cutoff Times

Purchases and Redemptions 12:00 p.m. CT

Current Yield†	Sub.	Unsub.
7-Day Yield	0.08%	-0.01%

Portfolio Maturity*

Overnight	16%
2-7 days	9%
8-29 days	30%
30-60 days	29%
61-120 days	14%
121+ days	2%

Portfolio Allocation** (% of Market Value)

U.S. Treasury Debt	100.0%
Investment Companies	0.0%

*See below for definitions.

First American Tax Free Obligations Fund

Investment Strategy: Seeks to provide maximum current income and daily liquidity by purchasing high-quality short-term municipal securities. There is no alternative minimum tax paper in the fund.

Net Annualized Monthly Average Yields

	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
See FirstAmericanFunds.com for additional historical performance information.												
2014	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2015	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2016	0.00%	0.00%	0.03%	0.16%	0.19%	0.22%						

Portfolio Characteristics

Total Net Assets (all classes)	\$708.6 million
Weighted Avg. Maturity (WAM)*	8 days
Inception Date	12/01/03
Expense Ratio	
Gross	0.30%
Net†	0.20%

Ratings

Standard & Poor's*	AAAm
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For more information and ratings methodology, please visit standardandpoors.com.

NAIC Class 1 List*

Ticker

FTZXX

CUSIP

31846V559

Cutoff Times

Purchases and Redemptions 11:30 a.m. CT

Current Yield†	Sub.	Unsub.
7-Day Yield	0.24%	0.11%

Portfolio Maturity*

Overnight	17%
2-7 days	75%
8-29 days	5%
30-60 days	2%
61-120 days	0%
121+ days	1%

Portfolio Allocation** (% of Market Value)

Investment Companies	0.0%
Non-Financial Company Commercial Paper	7.7%
Other Municipal Securities	3.3%
U.S. Government Agency Debt	0.0%
U.S. Treasury Debt	0.0%
Variable Rate Demand Notes	89.0%

Alternative Minimum Tax†

Exposure	0.0%
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*See below for definitions.

†By prospectus, under normal market conditions, the Fund may invest in taxable money market securities and municipal securities subject to the alternative minimum tax, although the Fund does not currently intend to do so. Shareholders will be notified if changes are made to this policy.

Performance shown is historical and does not guarantee future results. Current performance may be lower or higher. For current month-end performance information, call 800.677.3863. Performance assumes the reinvestment of dividends and capital gains. Investment performance reflects fee waivers. Without waivers, returns and yields would be reduced.

†Subsidized (Sub.) yields reflect fee waivers in effect. Without such waivers, yields would be reduced. Unsubsidized (Unsub.) yields do not reflect fee waivers in effect.

**Portfolio allocations may change and are not recommendations to buy or sell.

†The advisor has contractually agreed to waive fees and reimburse fund expenses through October 31, 2016 (April 1, 2017 for Government Obligations Z share class), so that the total annual fund operating expenses do not exceed as stated. These waivers and reimbursements may be terminated any time after October 31, 2016 by the advisor. Prior to that time, waivers and reimbursements may not be terminated without approval of the fund's board.

Weighted Average Maturity (WAM) is the time to maturity of all the securities held in the fund, weighted by each security's percentage of total investments. WAM measures a fund's sensitivity to interest rate changes.

Moody's Aaa-mf Rating: Money market funds with this rating are judged to be of an investment quality similar to Aaa-rated fixed-income obligations; that is, they are judged to be of the highest quality.

Standard & Poor's AAAM Rating: S&P evaluates a number of factors, including credit quality, market price, exposure, and management.

Fitch AAAMmf Rating: Money market funds with this rating are judged to have the highest credit quality and safety of principal.

NAIC Class 1 (Class 1) and U.S. Direct Obligations/Full Faith and Credit Exempt (Exempt) Lists: A money market fund is eligible for listing on the NAIC (National Association of Insurance Commissioners) Class 1 or Exempt Lists if the fund: (1) maintains a constant net asset value of \$1.00 at all times, (2) allows a maximum of seven day redemption of proceeds, and for Class 1: (3a) maintains a rating of Am or better from Standard & Poor's or a rating of A or better from Moody's Investors Services or an equivalent or better rating from another NAIC Acceptable Rating Organization (ARO) and (4a) invests at least 95% of its total assets in any combination of U.S. government securities, securities rated in the highest short-term rating category by an NAIC ARO, unrated securities determined by the fund's Board to be of comparable quality, securities of money market funds that are registered investment companies, and collateralized repurchase agreements comprised of such obligations at all times; and for Exempt: (3b) maintains a money market fund rating of AAA from Standard & Poor's or Aaa from Moody's Investors Services or an equivalent money market fund rating from any NAIC ARO and (4b) invests 100% of its total assets in securities that are direct obligations of the U.S. government and/or backed by the full faith and credit of the U.S. government or collateralized repurchase agreements comprised of such obligations at all times. **NAIC designations are suitable for NAIC members' use in determining whether a fund has met certain eligibility requirements for NAIC listing. NAIC designation should not be considered an investment criteria for non-members.**

Portfolio Maturity: Maturities of the portfolio's securities are determined using provisions of SEC Rule 2a-7, which allow the fund to consider certain floating- and variable-rate securities as having maturities shorter than their stated maturity dates.

Investors should carefully consider the fund's investment objectives, risks, charges, and expenses before investing. The prospectus contains this and other information; call 800.677.3863 or visit FirstAmericanFunds.com for a copy. Please read it carefully before investing.

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

Income from tax-exempt funds may be subject to state and local taxes and a portion of income may be subject to the federal and/or state alternative minimum tax for certain investors. Federal and/or state income tax rules will apply to any capital gains distribution.



FIRST AMERICAN FUNDS, INC.**Prime Obligations Fund
(the “Fund”)****Supplement dated July 11, 2016**

This information supplements the Prospectuses and Statements of Additional Information of the Fund dated October 30, 2015 each as supplemented to date. Please retain this supplement for future reference.

The Fund’s Board of Directors (the “Board”) has approved, upon the recommendation of U.S. Bancorp Asset Management, Inc. (“USBAM”), the investment advisor of the Fund, the designation of Prime Obligations Fund as an “institutional” money market fund under Rule 2a-7 of the Investment Company Act of 1940, as amended (the “1940 Act”), effective on or about October 14, 2016 (the “Effective Date”). As of the Effective Date, the Fund will be renamed Institutional Prime Obligations Fund.

As an “institutional” money market fund, the Fund will have the following important features beginning on the Effective Date:

- The Fund will be required to price and transact in its shares at a net asset value (NAV) per share reflecting market-based values of its portfolio holdings (i.e., at a “floating” NAV). The floating NAV will need to be rounded to the fourth decimal place (i.e., \$1.0000).
- The Board will be permitted to impose a liquidity fee on redemptions from the Fund (up to 2%) or temporarily restrict redemptions from the Fund for up to 10 business days, as described in more detail below.
- The Fund will calculate its NAV at the following times each business day the Fund is open:

9:00 a.m. Eastern time
12:00 p.m. Eastern time
3:00 p.m. Eastern time

Additional information on the above features is provided below. Information has also been provided on changes affecting certain share classes of the Fund.

Pricing and Valuation

The Fund will be required to price and transact in its shares at a floating NAV, rounded to the fourth decimal place (i.e., \$1.0000), effective on the Effective Date. The Fund’s investments for which market quotations are readily available will be valued at market value on the basis of quotations furnished by a pricing service or provided by securities dealers. If market quotations are not readily available, or if USBAM believes that such quotations do not accurately reflect market prices, the fair value of the Fund’s investments will be determined in good faith based upon valuation procedures established by the Board. Short-term debt obligations maturing in sixty days or less may be valued at amortized cost where USBAM believes that it approximates market value.

Prior to the Effective Date, the Fund’s investments will continue to be valued using the amortized cost method as permitted by Rule 2a-7 under the 1940 Act, and the Fund will continue to seek to maintain a stable NAV of \$1.00 per share.

In addition, on the Effective Date, the NAV per share of each share class of the Fund will be calculated at the times listed above. If a purchase order is received on a business day by 3:00 p.m. Eastern time and payment in federal

funds is received by the Fund by the close of the Federal Reserve wire transfer system (normally, 6:00 p.m. Eastern time), then dividends will begin to accrue on the same business day that the wire purchase order is received. If a purchase order is received on a business day after the deadline specified above, you will not earn dividends on the day the purchase order is received. Also, in the event a wire purchase order is placed by the deadline specified above but an anticipated wire payment is not received by a Fund by the close of the Federal Reserve wire transfer system that same day, your purchase may be cancelled and you may be liable for any resulting losses or fees incurred by the Fund, or by the Fund's transfer agent or custodian. For purchase orders accompanied by check, dividends will normally begin to accrue within two business days of receipt.

Redemption proceeds will normally be paid to the domestic bank account designated in the current records of the Fund's transfer agent, on the same day of the redemption order, if the redemption order is accepted in proper form by the transfer agent or your financial intermediary, if any, by the times listed above. Redemption proceeds will normally be paid by the close of the Federal Reserve wire transfer system (normally, 6:00 p.m. Eastern time). You will not earn a dividend on the day a redemption order is accepted, except for redemption proceeds paid by check, which earn a dividend on the day a redemption order is accepted.

Because the Fund will be subject to a floating NAV on the Effective Date, a sale of Fund shares may result in a capital gain or loss for you. When you sell your shares, you will generally recognize a capital gain or loss in an amount equal to the difference between your adjusted tax basis in the shares and the amount received. Capital losses in any year are deductible only to the extent of capital gains, plus, in the case of a non-corporate taxpayer, generally \$3,000 of income. Certain other special tax rules may apply to your capital gains or losses on Fund shares. Any liquidity fees you incur on shares redeemed will generally decrease the amount of any capital gain (or increase the amount of any capital loss) you recognize with respect to such redemption. Unless you choose to adopt a simplified "NAV method" of accounting (described as follows), this capital gain or loss is long-term or short-term depending on whether your holding period exceeds one year. If you elect to adopt the NAV method of accounting, rather than compute gain or loss on every taxable disposition of Fund shares as described above, you would determine your gain or loss based on the change in the aggregate value of your Fund shares during a computation period (such as your taxable year), reduced by your net investment (purchases minus sales) in those shares during that period. Under the NAV method, any resulting net capital gain or loss would be treated as short-term capital gain or loss.

Transactions with Intermediaries and Timing of Orders

The Funds have designated certain financial intermediaries, including banks, trust companies, brokers and investment advisers ("financial intermediaries") that are authorized to accept on behalf of a Fund purchase, redemption and exchange orders for their customers ("Authorized Institutions"). A Fund is deemed to have received a purchase, redemption or exchange order once the order is accepted in proper form by the Fund's transfer agent or an Authorized Institution, or the Authorized Institution's designee, on a business day, and the order will be priced at the Fund's current NAV next determined after it is accepted by the transfer agent or an Authorized Institution or the Authorized Institution's designee. Financial intermediaries and Authorized Institutions are responsible for transmitting accepted orders and payments to the transfer agent within the time period agreed upon by them. On the Effective Date, the Fund will no longer permit financial intermediaries to serve as Authorized Institutions for the receipt of orders, as described above. From that date, the Fund will be deemed to have received a purchase, redemption or exchange order once the order is accepted in proper form by the Fund's transfer agent and the order will be priced at the Fund's current NAV next determined after it is accepted by the transfer agent. In addition, on the Effective Date, financial intermediaries will no longer be able to buy and sell shares of the Fund through the National Securities Clearing Corporation.

The Fund, USBAM and their affiliates will not be responsible for any loss for orders that are not transmitted to the transfer agent by financial intermediaries and Authorized Institutions on a timely basis. You should contact your financial intermediary to learn whether it is authorized to accept orders for the Funds (i.e., an Authorized Institution).

Check Writing and Exchange Privileges

Effective on or about August 31, 2016, check writing privileges will no longer be available for investors in the Fund. If checks are presented after the Effective Date, they may not be honored. In addition, on or about the Effective Date, investors will no longer be permitted to exchange shares from or into the Fund.

Liquidity Fees and Redemption Gates

Under Rule 2a-7, effective October 14, 2016, the Board will be permitted to impose a liquidity fee on redemptions (up to 2%) or temporarily restrict redemptions from the Fund for up to 10 business days during a 90 day period (a “redemption gate”), in the event that the Fund’s weekly liquid assets fall below the following thresholds:

- **30% weekly liquid assets**—If the weekly liquid assets of the Fund falls below 30% of the Fund’s total assets as of the end of a business day, and the Board determines it is in the best interests of the Fund, the Board may impose a liquidity fee of no more than 2% of the amount redeemed and/or a redemption gate that temporarily suspends the right of redemption.
- **10% weekly liquid assets**— If the weekly liquid assets of the Fund falls below 10% of the Fund’s total assets as of the end of a business day, the Fund will impose, at the beginning of the next business day, a liquidity fee of 1% of the amount redeemed, unless the Board determines that imposing such a fee would not be in the best interests of the Fund or determines that a lower or higher fee (not to exceed 2%) would be in the best interests of the Fund.

Liquidity fees and redemptions gates may be terminated at any time in the discretion of the Board. Liquidity fees and redemptions gates will also terminate at the beginning of the next business day once the Fund has invested 30% or more of its total assets in weekly liquid assets as of the end of a business day. The Fund may only suspend redemptions for up to 10 business days in any 90-day period.

Weekly liquid assets generally include: (a) cash; (b) direct obligations of the U.S. Government; (c) certain U.S. Government agency discount notes with remaining maturities of 60 days or less; (d) securities that will mature or are subject to a demand feature that is exercisable and payable within five business days; or (e) amounts receivable and due unconditionally within five business days on pending sales of portfolio securities. For these purposes, weekly liquid assets are calculated as of the end of each business day.

If the Fund imposes a redemption gate, the Fund and your financial intermediary will not accept redemption or exchange orders until the Fund has notified shareholders that the redemption gate has been lifted. Any redemption or exchange orders submitted while a redemption gate is in effect will be cancelled without further notice. If you still wish to redeem or exchange shares once the redemption gate has been lifted, you will need to submit a new redemption or exchange request to the Fund or your financial intermediary. Unprocessed purchase orders that the Fund received prior to notification of the imposition of a liquidity fee or redemption gate will be cancelled unless re-confirmed. Under certain circumstances, the Fund may honor redemption or exchange orders (or pay redemptions without adding a liquidity fee to the redemption amount) if the Fund can verify that the redemption or exchange order was submitted to the Fund’s agent before the Fund imposed liquidity fees or suspended redemptions. Once a liquidity fee or a redemption gate is in place, shareholders will not be permitted to exchange into or out of a Fund until the fee or gate is terminated.

The Board generally expects that a liquidity fee or redemption gate would be imposed, if at all, during periods of extraordinary market stress. While the Board may, in its discretion, impose a liquidity fee or redemption gate at any time after the weekly liquid assets of the Fund falls below 30% of the Fund’s total assets, the Board generally expects that a liquidity fee or redemption gate would be imposed only after the Fund has notified financial intermediaries and shareholders that a liquidity fee or redemption gate will be imposed (generally, as of the beginning of the next business day following the announcement that the Fund has imposed the liquidity fee or redemption gate).

Announcements regarding the imposition of liquidity fees or redemption gates, or the termination of liquidity fees or redemption gates, will be filed with the SEC on Form N-CR and will be available on the website of the Fund (<http://www.firstamericanfunds.com>). In addition, the Fund will make such announcements through a supplement to its Prospectuses and may make such announcements through a press release or by other means.

Liquidity fees imposed by the Fund will reduce the amount you will receive upon the redemption of your shares, and will generally decrease the amount of any capital gain or increase the amount of any capital loss you will recognize with respect to such redemption. There is some degree of uncertainty with respect to the tax treatment of liquidity fees received by money market funds, and such tax treatment may be the subject of future guidance issued by the Internal Revenue Service. If the Fund receives liquidity fees, it will consider the appropriate tax treatment of such fees to the Fund at such time.

Financial intermediaries will be required to promptly take such actions reasonably requested by the Fund, the transfer agent or USBAM to implement, modify or remove, or to assist the Fund in implementing, modifying or removing, a liquidity fee or redemption gate established by the Fund.

Share Class Updates

On the Effective Date, the Fund's Class I shares will be renamed Class T shares and the Institutional Investor shares will be renamed Class V shares.

Timing and Determinations

The determinations and actions described herein, and anticipated timing of those actions, remain subject to change. Shareholders will be given notice of further developments, as appropriate.

FIRST AMERICAN FUNDS, INC.**Tax Free Obligations Fund
(the “Fund”)****Supplement dated July 11, 2016**

This information supplements the Prospectuses and Statements of Additional Information of the Fund dated October 30, 2015 each as supplemented to date. Please retain this supplement for future reference.

The Fund’s Board of Directors (the “Board”) has approved, upon the recommendation of U.S. Bancorp Asset Management, Inc. (“USBAM”), the investment advisor of the Fund, the designation of Tax Free Obligations Fund as a “retail” money market fund under Rule 2a-7 of the Investment Company Act of 1940, as amended, effective on or about October 14, 2016 (the “Effective Date”). As of the Effective Date, the Fund will be renamed Retail Tax Free Obligations Fund.

As a “retail” money market fund, the Fund will have the following important features beginning on the Effective Date:

- The Fund will be required to have policies and procedures reasonably designed to limit all beneficial owners of the Fund to natural persons on or prior to the Effective Date.
- The Fund will continue to utilize the amortized cost method of valuation to transact at its existing \$1.00 share price.
- The Board will be permitted to impose a liquidity fee on redemptions from the Fund (up to 2%) or temporarily restrict redemptions from the Fund for up to 10 business days, as described in more detail below.

Additional information on certain of the above features is provided below. Information has also been provided on changes affecting certain share classes of the Fund.

Shareholder Eligibility

As a result of the Fund’s designation as a retail money market fund, on or before the Effective Date, the Fund will adopt policies and procedures reasonably designed to limit beneficial owners of the Fund to natural persons. Natural persons will be permitted to invest in the Fund through certain tax-advantaged savings accounts, trusts and other retirement and investment accounts, including, for example: (1) participant-directed defined contribution plans; (2) individual retirement accounts; (3) simplified employee pension arrangements; (4) SIMPLE retirement accounts; (5) custodial accounts; (6) deferred compensation plans for government or tax-exempt organization employees; (7) Archer medical savings accounts; (8) college savings plans; (9) health savings account plans; (10) ordinary trusts and estates of natural persons; or (11) certain other retirement and investment accounts having an institutional decision maker (e.g., a plan sponsor in certain retirement arrangements or an investment adviser managing discretionary investment accounts).

In order to make an initial investment in the Fund, you must furnish to the Fund, or your financial intermediary, if any, an account application that provides certain information (e.g., Social Security Number or government-issued identification, such as a driver’s license or passport) that confirms your eligibility to invest in the Fund. The Fund will refuse to open an account or require a financial intermediary to refuse to open an account if you fail to (1) provide a Social Security Number or other government-issued identification (e.g., a driver’s license or passport); or (2) certify that such number or other information is correct (if required to do so under applicable law).

On the Effective Date, only accounts beneficially owned by natural persons will be permitted to maintain their investments in the Fund. On or after July 29, 2016, new accounts that are not beneficially owned by natural persons (for example, accounts not associated with a Social Security Number), such as those opened by businesses, including small businesses, defined benefit plans and endowments, will not be eligible to invest in the Fund (but existing accounts may continue to make new investments in the Fund). However, beginning on September 15, 2016, the Fund may involuntarily redeem all investors that do not satisfy these eligibility requirements. The Fund intends to have redeemed all investors that do not satisfy these eligibility requirements no later than the Effective Date. Prior to the Effective Date, financial intermediaries will be required to take steps to remove any shareholders that are not eligible to invest in the Fund and must notify the Fund of any ineligible shareholders that continue to own shares of the Fund. The Fund, USBAM and its affiliates will not be responsible for any loss in an investor's account or tax liability resulting from an involuntary redemption.

Transactions with Intermediaries

On or before the Effective Date, financial intermediaries will be required to adopt and implement policies, procedures and internal controls reasonably designed to limit all beneficial owners of the Fund to natural persons and, upon request, provide satisfactory evidence that they have such policies, procedures and internal controls in place. In addition, a financial intermediary will be required to involuntarily redeem its customers that do not satisfy the eligibility requirements as set forth above.

Pricing and Valuation

As a retail money market fund, the Fund may continue to utilize the amortized cost method of valuation to transact at its existing \$1.00 share price. In addition, on the Effective Date, the net asset value per share of each share class of the Fund will be calculated at 12:30 p.m. Eastern time. If a purchase order is received on a business day by 12:30 p.m. Eastern time and payment in federal funds is received by the Fund by the close of the Federal Reserve wire transfer system (normally, 6:00 p.m. Eastern time), then dividends will begin to accrue on the same business day that the wire purchase order is received. If a purchase order is received on a business day after the deadline specified above, you will not earn dividends on the day the purchase order is received. Also, in the event a wire purchase order is placed by the deadline specified above but an anticipated wire payment is not received by a Fund by the close of the Federal Reserve wire transfer system that same day, your purchase may be cancelled and you may be liable for any resulting losses or fees incurred by the Fund, the transfer agent, or the Fund's custodian. For purchase orders accompanied by check, dividends will normally begin to accrue within two business days of receipt.

Redemption proceeds will normally be paid to the domestic bank account designated in the current records of the transfer agent, on the same day of the redemption order, if the redemption order is accepted in proper form by the transfer agent or your Authorized Institution, if any, by the times listed in the chart above. Redemption proceeds will normally be paid by the close of the Federal Reserve wire transfer system (normally, 6:00 p.m. Eastern time). You will not earn a dividend on the day a redemption order is accepted, except for redemption proceeds paid by check, which earn a dividend on the day a redemption order is accepted.

Liquidity Fees and Redemption Gates

Under Rule 2a-7, effective October 14, 2016, the Board will be permitted to impose a liquidity fee on redemptions (up to 2%) or temporarily restrict redemptions from the Fund for up to 10 business days during a 90 day period (a "redemption gate"), in the event that the Fund's weekly liquid assets fall below the following thresholds:

- **30% weekly liquid assets**—If the weekly liquid assets of the Fund falls below 30% of the Fund's total assets as of the end of a business day, and the Board determines it is in the best interests of the Fund, the Board may impose a liquidity fee of no more than 2% of the amount redeemed and/or a redemption gate that temporarily suspends the right of redemption.

- *10% weekly liquid assets*— If the weekly liquid assets of the Fund falls below 10% of the Fund's total assets as of the end of a business day, the Fund will impose, at the beginning of the next business day, a liquidity fee of 1% of the amount redeemed, unless the Board determines that imposing such a fee would not be in the best interests of the Fund or determines that a lower or higher fee (not to exceed 2%) would be in the best interests of the Fund.

Liquidity fees and redemptions gates may be terminated at any time in the discretion of the Board. Liquidity fees and redemptions gates will also terminate at the beginning of the next business day once the Fund has invested 30% or more of its total assets in weekly liquid assets as of the end of a business day. The Fund may only suspend redemptions for up to 10 business days in any 90-day period.

Weekly liquid assets generally include: (a) cash; (b) direct obligations of the U.S. Government; (c) certain U.S. Government agency discount notes with remaining maturities of 60 days or less; (d) securities that will mature or are subject to a demand feature that is exercisable and payable within five business days; or (e) amounts receivable and due unconditionally within five business days on pending sales of portfolio securities. For these purposes, weekly liquid assets are calculated as of the end of each business day.

If the Fund imposes a redemption gate, the Fund and your financial intermediary will not accept redemption or exchange orders until the Fund has notified shareholders that the redemption gate has been lifted. Any redemption or exchange orders submitted while a redemption gate is in effect will be cancelled without further notice. If you still wish to redeem or exchange shares once the redemption gate has been lifted, you will need to submit a new redemption or exchange request to the Fund or your financial intermediary. Unprocessed purchase orders that the Fund received prior to notification of the imposition of a liquidity fee or redemption gate will be cancelled unless re-confirmed. Under certain circumstances, the Fund may honor redemption or exchange orders (or pay redemptions without adding a liquidity fee to the redemption amount) if the Fund can verify that the redemption or exchange order was submitted to the Fund's agent before the Fund imposed liquidity fees or suspended redemptions. Once a liquidity fee or a redemption gate is in place, shareholders will not be permitted to exchange into or out of a Fund until the fee or gate is terminated.

The Board generally expects that a liquidity fee or redemption gate would be imposed, if at all, during periods of extraordinary market stress. While the Board may, in its discretion, impose a liquidity fee or redemption gate at any time after the weekly liquid assets of the Fund falls below 30% of the Fund's total assets, the Board generally expects that a liquidity fee or redemption gate would be imposed only after the Fund has notified financial intermediaries and shareholders that a liquidity fee or redemption gate will be imposed (generally, as of the beginning of the next business day following the announcement that the Fund has imposed the liquidity fee or redemption gate).

Announcements regarding the imposition of liquidity fees or redemption gates, or the termination of liquidity fees or redemption gates, will be filed with the SEC on Form N-CR and will be available on the website of the Fund (<http://www.firstamericanfunds.com>). In addition, the Fund will make such announcements through a supplement to its Prospectuses and may make such announcements through a press release or by other means.

Liquidity fees imposed by the Fund will reduce the amount you will receive upon the redemption of your shares, and will generally decrease the amount of any capital gain or increase the amount of any capital loss you will recognize with respect to such redemption. There is some degree of uncertainty with respect to the tax treatment of liquidity fees received by money market funds, and such tax treatment may be the subject of future guidance issued by the Internal Revenue Service. If the Fund receives liquidity fees, it will consider the appropriate tax treatment of such fees to the Fund at such time.

Financial intermediaries will be required to promptly take such actions reasonably requested by the Fund, the transfer agent or USBAM to implement, modify or remove, or to assist the Fund in implementing, modifying or removing, a liquidity fee or redemption gate established by the Fund.

Share Class Updates

On the Effective Date, the Fund's Institutional Investor shares will be renamed Class V shares.

Timing and Determinations

The determinations and actions described herein, and anticipated timing of those actions, remain subject to change. Shareholders will be given notice of further developments, as appropriate.

FIRST AMERICAN FUNDS, INC.**Prime Obligations Fund****Prospectus Supplement dated April 21, 2016**

This information supplements the First American Money Market Funds Prospectus dated October 30, 2015 for each share class of Prime Obligations Fund then in effect. Please retain this supplement for future reference.

The following is added under “Principal Investment Strategies” in the “Fund Summaries” section of the Prospectus:

The fund may invest more than 25% of its total assets in obligations of U.S. banks.

The following is added under “Principal Risks” in the “Fund Summaries” section of the Prospectus:

Banking Industry Risk – An adverse development in the banking industry (domestic or foreign) may affect the value of the fund’s investments more than if the fund were not invested to such a degree in the banking industry. Banks may be particularly susceptible to certain economic factors such as interest rate changes, adverse developments in the real estate market, fiscal, regulatory and monetary policy and general economic cycles.

The following is added under “Investment Risks” in the “More about the Funds” section of the Prospectus:

Banking Industry Risk. An adverse development in the banking industry (domestic or foreign) may affect the value of the fund’s investments more than if the fund were not invested to such a degree in the banking industry. Banks may be particularly susceptible to certain economic factors such as interest rate changes, adverse developments in the real estate market, fiscal, regulatory and monetary policy and general economic cycles. For example, deteriorating economic and business conditions can disproportionately impact companies in the banking industry due to increased defaults on payments by borrowers. Moreover, political and regulatory changes can affect the operations and financial results of companies in the banking industry, potentially imposing additional costs and expenses or restricting the types of business activities of these companies.

As previously disclosed in a supplement to the Prospectus dated April 1, 2016, the section entitled “Principal Risks – Repurchase Agreement Risk” in the “Fund Summaries” section of the Prospectus is replaced by the following:

Repurchase Agreement Risk — If the seller of a repurchase agreement defaults on its obligation to repurchase securities from the fund, the fund may incur costs in disposing of the securities purchased and may experience losses if the proceeds from the sale of the securities are less than the full repurchase price. Securities purchased by the fund under a repurchase agreement may include securities that the fund is not otherwise permitted to purchase directly, such as long-term government bonds, investment and non-investment grade corporate bonds, asset- and mortgage-backed securities, collateralized mortgage obligations, agency real estate mortgage investment conduits, and equity securities. The value of these securities may be more volatile or less liquid than the securities the fund is permitted to purchase directly, which increases the risk that the fund will be unable to recover fully in the event of the seller’s default.

FIRST AMERICAN FUNDS, INC.**Government Obligations Fund
Prime Obligations Fund****Prospectus Supplement dated April 1, 2016**

This information supplements the First American Money Market Funds Class Z Shares Prospectus dated October 30, 2015. Please retain this supplement for future reference.

Information regarding fees and expenses with respect to Government Obligations Fund, which is set forth in the Prospectus under the heading “Fund Summaries – Fees and Expenses” on page 1, is replaced by the following:

Fees and Expenses

The following tables describe the fees and expenses that you may pay if you buy and hold shares of the fund.

Shareholder Fees <i>(fees paid directly from your investment)</i>		Class Z
Maximum Sales Charge (Load)		None
Maximum Deferred Sales Charge (Load)		None
Annual Fund Operating Expenses <i>(expenses that you pay each year as a percentage of the value of your investment)</i>		
Management Fees		0.10%
Distribution and/or Service (12b-1) Fees		None
Other Expenses		0.15%
Total Annual Fund Operating Expenses		0.25%
Less Fee Waivers ¹		(0.07)%
Net Expenses ¹		0.18%

¹ The advisor has contractually agreed to waive fees and reimburse other fund expenses through April 1, 2017, so that total annual fund operating expenses, after waivers, do not exceed 0.18%. These fee waivers and expense reimbursements may be terminated at any time after April 1, 2017, at the discretion of the advisor. Prior to that time, such waivers and reimbursements may not be terminated without the approval of the fund’s board of directors.

Example: This example is intended to help you compare the cost of investing in the fund with the cost of investing in other mutual funds. The example assumes that you invest \$10,000 in the fund for the time periods indicated and then redeem all of your shares at the end of those periods. The example also assumes that your investment has a 5% return each year and the fund’s operating expenses remain the same. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

	Class Z
1 year	\$ 18
3 years	\$ 73
5 years	\$134
10 years	\$311

The section entitled “Principal Risks – Repurchase Agreement Risk” with respect to Prime Obligations Fund on page 6 of the Prospectus is replaced by the following:

Repurchase Agreement Risk — If the seller of a repurchase agreement defaults on its obligation to repurchase securities from the fund, the fund may incur costs in disposing of the securities purchased and may experience losses if the proceeds from the sale of the securities are less than the full repurchase price. Securities purchased by the fund under a repurchase agreement may include securities that the fund is not otherwise permitted to purchase directly, such as long-term government bonds, investment and non-investment grade corporate bonds, asset- and mortgage-backed securities, collateralized mortgage obligations, agency real estate mortgage investment conduits, and equity securities. The value of these securities may be more volatile or less liquid than the securities the fund is permitted to purchase directly, which increases the risk that the fund will be unable to recover fully in the event of the seller’s default.

PROSPECTUS

First American Funds, Inc.

October 30, 2015



Money Market Funds

Class Z Shares

Fund	Ticker Symbols
Government Obligations Fund	FGZXX
Prime Obligations Fund	FPZXX
Tax Free Obligations Fund	FTZXX
Treasury Obligations Fund	FUZXX
U.S. Treasury Money Market Fund	FOZXX

As with all mutual funds, the Securities and Exchange Commission has not approved or disapproved the shares of these funds, or determined if the information in this prospectus is accurate or complete. Any statement to the contrary is a criminal offense.

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This prospectus and the related Statement of Additional Information (SAI) do not constitute an offer to sell or a solicitation of an offer to buy shares in the funds, nor shall any such shares be offered or sold to any person in any jurisdiction in which an offer, solicitation, purchase, or sale would be unlawful under the securities laws of such jurisdiction.

The funds may be offered only to persons in the United States. This prospectus should not be considered a solicitation or offering of fund shares outside the United States.

Government Obligations Fund

ATTACHMENT 2

Investment Objective

Government Obligations Fund's objective is to seek maximum current income to the extent consistent with the preservation of capital and maintenance of liquidity.

Fees and Expenses

The following tables describe the fees and expenses that you may pay if you buy and hold shares of the fund.

Shareholder Fees <i>(fees paid directly from your investment)</i>	Class Z
Maximum Sales Charge (Load)	None
Maximum Deferred Sales Charge (Load)	None
Annual Fund Operating Expenses <i>(expenses that you pay each year as a percentage of the value of your investment)</i>	
Management Fees	0.10%
Distribution and/or Service (12b-1) Fees	None
Other Expenses	0.15%
Total Annual Fund Operating Expenses	0.25%
Less Fee Waivers ¹	(0.05)%
Net Expenses ¹	0.20%

¹ The advisor has contractually agreed to waive fees and reimburse other fund expenses through October 31, 2016, so that total annual fund operating expenses, after waivers, do not exceed 0.20%. These fee waivers and expense reimbursements may be terminated at any time after October 31, 2016, at the discretion of the advisor. Prior to that time, such waivers and reimbursements may not be terminated without the approval of the fund's board of directors.

Example: This example is intended to help you compare the cost of investing in the fund with the cost of investing in other mutual funds. The example assumes that you invest \$10,000 in the fund for the time periods indicated and then redeem all of your shares at the end of those periods. The example also assumes that your investment has a 5% return each year and the fund's operating expenses remain the same. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

	Class Z
1 year	\$ 20
3 years	\$ 75
5 years	\$136
10 years	\$313

Government Obligations Fund

ATTACHMENT 2

continued

Principal Investment Strategies

Government Obligations Fund invests exclusively in short-term U.S. government securities, including repurchase agreements secured by U.S. government securities. U.S. government securities are bonds or other debt obligations issued or guaranteed as to principal and interest by the U.S. government or one of its agencies or instrumentalities. U.S. Treasury securities and some obligations of U.S. government agencies and instrumentalities are supported by the full faith and credit of the U.S. government. Other U.S. government securities are backed by the right of the issuer to borrow from the U.S. Treasury. Still others are supported only by the credit of the issuer or instrumentality.

When selecting securities for the fund, the portfolio managers first consider general economic factors, market conditions, and the short-term interest rate environment in determining what types of short-term instruments to purchase. The portfolio managers then select the specific instruments to be purchased. Generally, the portfolio managers buy and hold securities until their maturities. However, the portfolio managers may sell securities for a variety of reasons, such as to adjust the portfolio's average maturity, credit, liquidity or yield metrics.

Principal Risks

An investment in the fund is not a deposit of U.S. Bank National Association and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other governmental 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.

Principal risks of investing in this fund include:

Credit Risk — The value of your investment might decline if the issuer of an obligation held by the fund defaults on the obligation or has its credit rating downgraded.

Income Risk — The level of income you receive from the fund will be affected by movements in short-term interest rates. Because the fund invests solely in U.S. government securities and repurchase agreements secured by those securities, the fund may offer less income than money market funds investing in other high-quality money market securities.

Interest Rate Risk — The value of your investment might decline because of a sharp rise in interest rates that causes the value of the fund's portfolio holdings to fall.

Liquidity Risk — The fund may not be able to sell a security in a timely manner or at a desired price, or may be unable to sell the security at all, because of a lack of demand in the market for the security.

Redemption Risk — If there are unexpectedly high redemptions of fund shares, the fund might have to sell portfolio securities prior to their maturity, possibly at a loss.

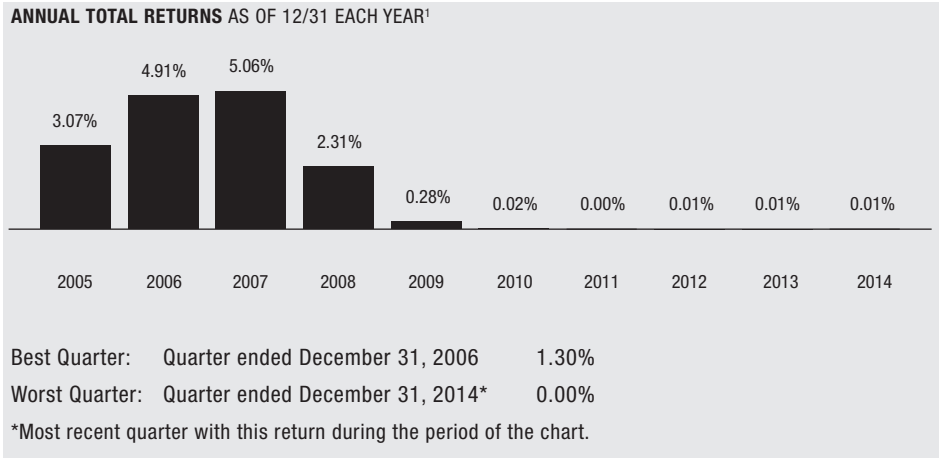
Repurchase Agreement Risk — If the seller of a repurchase agreement defaults on its obligation to repurchase securities from the fund, the fund may incur costs in disposing of the collateral and may experience losses if there is any delay in its ability to do so.

Government Obligations Fund

Fund Performance

The following bar chart and table provide some indication of the potential risks of investing in the fund. The fund's past performance is not necessarily an indication of how the fund will perform in the future. Updated performance information is available online at firstamericanfunds.com or by calling 800 677-3863.

The bar chart shows you the variability of the fund's performance from year to year. The table illustrates the fund's average annual total returns over the time periods indicated.



AVERAGE ANNUAL TOTAL RETURNS AS OF 12/31/14	Inception Date	One Year	Five Years	Ten Years
Government Obligations Fund	12/1/03	0.01%	0.01%	1.55%

¹ Total return for the period 1/1/15 through 9/30/15 was 0.00%.

Investment Advisor

U.S. Bancorp Asset Management, Inc.

Other Information

For important information about the purchase and sale of fund shares, tax information, and financial intermediary compensation, please see “Additional Summary Information” on page 18 of the prospectus.

Prime Obligations Fund

Investment Objective

Prime Obligations Fund's objective is to seek maximum current income to the extent consistent with the preservation of capital and maintenance of liquidity.

Fees and Expenses

The following tables describe the fees and expenses that you may pay if you buy and hold shares of the fund.

Shareholder Fees

(fees paid directly from your investment)

	Class Z
Maximum Sales Charge (Load)	None
Maximum Deferred Sales Charge (Load)	None

Annual Fund Operating Expenses

(expenses that you pay each year as a percentage of the value of your investment)

Management Fees	0.10%
Distribution and/or Service (12b-1) Fees	None
Other Expenses	0.14%
Total Annual Fund Operating Expenses	0.24%
Less Fee Waivers ¹	(0.04)%
Net Expenses ¹	0.20%

¹The advisor has contractually agreed to waive fees and reimburse other fund expenses through October 31, 2016, so that total annual fund operating expenses, after waivers, do not exceed 0.20%. These fee waivers and expense reimbursements may be terminated at any time after October 31, 2016, at the discretion of the advisor. Prior to that time, such waivers and reimbursements may not be terminated without the approval of the fund's board of directors.

Example: This example is intended to help you compare the cost of investing in the fund with the cost of investing in other mutual funds. The example assumes that you invest \$10,000 in the fund for the time periods indicated and then redeem all of your shares at the end of those periods. The example also assumes that your investment has a 5% return each year and the fund's operating expenses remain the same. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

	Class Z
1 year	\$ 20
3 years	\$ 73
5 years	\$131
10 years	\$302

Prime Obligations Fund *continued*

Principal Investment Strategies

Prime Obligations Fund invests in high-quality short-term debt obligations, including:

- commercial paper;
- U.S. dollar-denominated obligations of domestic and foreign banks with total assets of at least \$500 million (including fixed and variable rate certificates of deposit, time deposits, and bankers' acceptances);
- non-convertible corporate debt securities;
- securities issued by the U.S. government or one of its agencies or instrumentalities;
- municipal securities, including variable rate demand notes, commercial paper, and municipal notes and other short-term municipal obligations;
- loan participation interests; and
- repurchase agreements.

When selecting securities for the fund, the portfolio managers first consider general economic factors, market conditions, and the short-term interest rate environment in determining what types of short-term instruments to purchase. The portfolio managers then select the specific instruments to be purchased. Generally, the portfolio managers buy and hold securities until their maturities. However, the portfolio managers may sell securities for a variety of reasons, such as to adjust the portfolio's average maturity, credit, liquidity or yield metrics.

Under normal market conditions, portfolio managers will only purchase (and hold) securities in the fund if they are rated in the top short-term rating category, for example, a rating of A-1 or a rating of Prime-1. If the rating of a security is reduced below the top short-term rating category after purchase, portfolio managers will make every attempt to sell the security, unless they have determined that it would not be in the best interest of the fund to dispose of the security at that time and, where necessary, have obtained the approval of the fund's board of directors to continue to hold the security.

Principal Risks

An investment in the fund is not a deposit of U.S. Bank National Association and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other governmental 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.

Principal risks of investing in this fund include:

Credit Risk — The value of your investment might decline if the issuer of an obligation held by the fund defaults on the obligation or has its credit rating downgraded.

Foreign Security Risk — Securities of foreign issuers, even when dollar denominated and publicly traded in the United States, may involve risks not associated with the securities of domestic issuers.

Income Risk — The level of income you receive from the fund will be affected by movements in short-term interest rates.

Interest Rate Risk — The value of your investment might decline because of a sharp rise in interest rates that causes the value of the fund's portfolio holdings to fall.

Prime Obligations Fund *continued*

Liquidity Risk — The fund may not be able to sell a security in a timely manner or at a desired price, or may be unable to sell the security at all, because of a lack of demand in the market for the security, or a liquidity provider defaults on its obligation to purchase the security when properly tendered by the fund.

Municipal Security Risk — The value of municipal securities owned by the fund may be adversely affected by future changes in federal income tax laws, including rate reductions or the imposition of a flat tax, and adverse changes in the financial conditions of municipal securities issuers.

Redemption Risk — If there are unexpectedly high redemptions of fund shares, the fund might have to sell portfolio securities prior to their maturity, possibly at a loss.

Repurchase Agreement Risk — If the seller of a repurchase agreement defaults on its obligation to repurchase securities from the fund, the fund may incur costs in disposing of the securities purchased and may experience losses if the proceeds from the sale of the securities are less than the full repurchase price. Securities purchased by the fund under a repurchase agreement may include securities that the fund is not otherwise permitted to purchase directly, such as long-term government bonds, investment grade corporate bonds and equity securities. The value of these securities may be more volatile or less liquid than the securities the fund is permitted to purchase directly, which increases the risk that the fund will be unable to recover fully in the event of the seller's default.

Variable Rate Demand Note (VRDN) Risk — Investments in VRDNs involve credit risk with respect to the issuer or financial institution providing the fund with the credit and liquidity support for the unconditional put option. While the fund invests only in VRDNs of high quality issuers, or which are supported by high quality financial institutions, it is still possible that an issuer or financial institution could default on its obligations.

Prime Obligations Fund *continued*

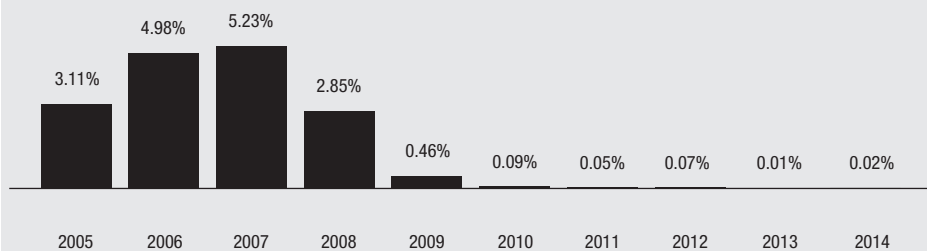
ATTACHMENT 2

Fund Performance

The following bar chart and table provide some indication of the potential risks of investing in the fund. The fund's past performance is not necessarily an indication of how the fund will perform in the future. Updated performance information is available online at firstamericanfunds.com or by calling 800 677-3863.

The bar chart shows you the variability of the fund's performance from year to year. The table illustrates the fund's average annual total returns over the time periods indicated.

ANNUAL TOTAL RETURNS AS OF 12/31 EACH YEAR¹



Best Quarter: Quarter ended September 30, 2007 1.32%

Worst Quarter: Quarter ended December 31, 2014* 0.00%

*Most recent quarter with this return during the period of the chart.

AVERAGE ANNUAL TOTAL RETURNS AS OF 12/31/14

	Inception Date	One Year	Five Years	Ten Years
Prime Obligations Fund	8/1/03	0.02%	0.05%	1.67%

¹ Total return for the period 1/1/15 through 9/30/15 was 0.02%.

Investment Advisor

U.S. Bancorp Asset Management, Inc.

Other Information

For important information about the purchase and sale of fund shares, tax information, and financial intermediary compensation, please see "Additional Summary Information" on page 18 of the prospectus.

Tax Free Obligations Fund

ATTACHMENT 2

Investment Objective

Tax Free Obligations Fund's objective is to seek maximum current income exempt from federal income taxes consistent with the preservation of capital and maintenance of liquidity.

Fees and Expenses

The following tables describe the fees and expenses that you may pay if you buy and hold shares of the fund.

Shareholder Fees <i>(fees paid directly from your investment)</i>	Class Z
Maximum Sales Charge (Load)	None
Maximum Deferred Sales Charge (Load)	None
Annual Fund Operating Expenses <i>(expenses that you pay each year as a percentage of the value of your investment)</i>	
Management Fees	0.10%
Distribution and/or Service (12b-1) Fees	None
Other Expenses	0.20%
Total Annual Fund Operating Expenses	0.30%
Less Fee Waivers ¹	(0.10)%
Net Expenses ¹	0.20%

¹ The advisor has contractually agreed to waive fees and reimburse other fund expenses through October 31, 2016, so that total annual fund operating expenses, after waivers, do not exceed 0.20%. These fee waivers and expense reimbursements may be terminated at any time after October 31, 2016, at the discretion of the advisor. Prior to that time, such waivers and reimbursements may not be terminated without the approval of the fund's board of directors.

Example: This example is intended to help you compare the cost of investing in the fund with the cost of investing in other mutual funds. The example assumes that you invest \$10,000 in the fund for the time periods indicated and then redeem all of your shares at the end of those periods. The example also assumes that your investment has a 5% return each year and the fund's operating expenses remain the same. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

	Class Z
1 year	\$ 20
3 years	\$ 86
5 years	\$159
10 years	\$371

Tax Free Obligations Fund *continued*

ATTACHMENT 2

Principal Investment Strategies

Under normal market conditions, Tax Free Obligations Fund invests at least 80% of its total assets in high-quality, short-term municipal securities that pay interest that is exempt from federal income tax, including the federal alternative minimum tax. The municipal securities in which the fund invests include variable rate demand notes, which are floating rate instruments with a one- or seven-day put option that typically have some form of external credit or liquidity support. The fund also may invest in other municipal securities, including commercial paper, municipal notes and other short-term municipal obligations.

Municipal securities are issued by state and local governments, and certain U.S. territorial possessions, to finance public infrastructure projects such as streets and highways, schools, water and sewer systems, hospitals, and airports. They also may be issued to refinance outstanding obligations as well as to obtain funds for general operating expenses and for loans to other public institutions and facilities. There are two principal classifications of municipal securities:

- general obligation bonds, which are backed by the full faith, credit, and taxing power of the issuer; and
- revenue bonds, which are payable only from the revenues generated by a specific project or from another specific revenue source.

Under normal market conditions, up to 20% of the fund's total assets may be invested in taxable money market securities and municipal securities subject to the alternative minimum tax, although the fund does not currently intend to invest in municipal securities subject to the alternative minimum tax. Under abnormal market conditions, the fund may invest more than 20% of its total assets in such taxable securities, as conditions dictate. This may prevent the fund from achieving its goal of providing maximum current income exempt from federal income taxes.

When selecting securities for the fund, the portfolio managers first consider general economic factors, market conditions, and the short-term interest rate environment in determining what types of short-term instruments to purchase. The portfolio managers then select the specific instruments to be purchased. Generally, the portfolio managers buy and hold securities until their maturities. However, the portfolio managers may sell securities for a variety of reasons, such as to adjust the portfolio's average maturity, credit, liquidity or yield metrics.

Because the fund refers to tax-free investments in its name, it has a fundamental investment policy that it will normally invest in assets so that at least 80% of the income that it distributes will be exempt from federal regular income tax. This policy may not be changed without shareholder approval.

Principal Risks

An investment in the fund is not a deposit of U.S. Bank National Association and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other governmental 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.

Tax Free Obligations Fund *continued*

ATTACHMENT 2

Principal risks of investing in this fund include:

Credit Risk — The value of your investment might decline if the issuer of an obligation held by the fund defaults on the obligation or has its credit rating downgraded.

Income Risk — The level of income you receive from the fund will be affected by movements in short-term interest rates.

Interest Rate Risk — The value of your investment might decline because of a sharp rise in interest rates that causes the value of the fund's portfolio holdings to fall.

Liquidity Risk — The fund may not be able to sell a security in a timely manner or at a desired price, or may be unable to sell the security at all, because of a lack of demand in the market for the security, or a liquidity provider defaults on its obligation to purchase the security when properly tendered by the fund.

Municipal Security Risk — The value of municipal securities owned by the fund may be adversely affected by future changes in federal income tax laws, including rate reductions or the imposition of a flat tax, and adverse changes in the financial conditions of municipal securities issuers.

Redemption Risk — If there are unexpectedly high redemptions of fund shares, the fund might have to sell portfolio securities prior to their maturity, possibly at a loss.

Tax Risk — In order to be tax-exempt, municipal securities generally must meet certain regulatory requirements. If a municipal security fails to meet these requirements, the interest received by the fund from its investment in the security and distributed to shareholders may be taxable.

Variable Rate Demand Note (VRDN) Risk — Investments in VRDNs involve credit risk with respect to the issuer or financial institution providing the fund with the credit and liquidity support for the unconditional put option. While the fund invests only in VRDNs of high quality issuers, or which are supported by high quality financial institutions, it is still possible that an issuer or financial institution could default on its obligations.

Tax Free Obligations Fund *continued*

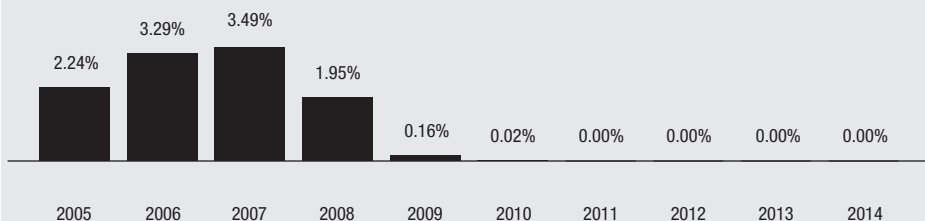
ATTACHMENT 2

Fund Performance

The following bar chart and table provide some indication of the potential risks of investing in the fund. The fund's past performance is not necessarily an indication of how the fund will perform in the future. Updated performance information is available online at firstamericanfunds.com or by calling 800 677-3863.

The bar chart shows you the variability of the fund's performance from year to year. The table illustrates the fund's average annual total returns over the time periods indicated.

ANNUAL TOTAL RETURNS AS OF 12/31 EACH YEAR¹



Best Quarter: Quarter ended June 30, 2007 0.90%

Worst Quarter: Quarter ended December 31, 2014* 0.00%

*Most recent quarter with this return during the period of the chart.

AVERAGE ANNUAL TOTAL RETURNS AS OF 12/31/14

	Inception Date	One Year	Five Years	Ten Years
Tax Free Obligations Fund	12/1/03	0.00%	0.00%	1.11%

¹ Total return for the period 1/1/15 through 9/30/15 was 0.00%.

Investment Advisor

U.S. Bancorp Asset Management, Inc.

Other Information

For important information about the purchase and sale of fund shares, tax information, and financial intermediary compensation, please see "Additional Summary Information" on page 18 of the prospectus.

Treasury Obligations Fund

ATTACHMENT 2

Investment Objective

Treasury Obligations Fund's objective is to seek maximum current income consistent with the preservation of capital and maintenance of liquidity.

Fees and Expenses

The following tables describe the fees and expenses that you may pay if you buy and hold shares of the fund.

Shareholder Fees

(fees paid directly from your investment)

Class Z

Maximum Sales Charge (Load)	None
Maximum Deferred Sales Charge (Load)	None

Annual Fund Operating Expenses

(expenses that you pay each year as a percentage of the value of your investment)

Management Fees	0.10%
Distribution and/or Service (12b-1) Fees	None
Other Expenses	0.15%
Total Annual Fund Operating Expenses	0.25%
Less Fee Waivers ¹	(0.05)%
Net Expenses ¹	0.20%

¹ The advisor has contractually agreed to waive fees and reimburse other fund expenses through October 31, 2016, so that total annual fund operating expenses, after waivers, do not exceed 0.20%. These fee waivers and expense reimbursements may be terminated at any time after October 31, 2016, at the discretion of the advisor. Prior to that time, such waivers and reimbursements may not be terminated without the approval of the fund's board of directors.

Example: This example is intended to help you compare the cost of investing in the fund with the cost of investing in other mutual funds. The example assumes that you invest \$10,000 in the fund for the time periods indicated and then redeem all of your shares at the end of those periods. The example also assumes that your investment has a 5% return each year and the fund's operating expenses remain the same. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

	Class Z
1 year	\$ 20
3 years	\$ 75
5 years	\$136
10 years	\$313

Treasury Obligations Fund *continued*

ATTACHMENT 2

Principal Investment Strategies

Under normal market conditions, Treasury Obligations Fund invests exclusively in short-term U.S. Treasury obligations, including repurchase agreements secured by U.S. Treasury obligations. The U.S. Treasury obligations in which the fund invests include U.S. Treasury bonds, notes, and bills. These types of Treasury securities are essentially the same except for differences in interest rates, maturities, and dates of issuance. U.S. Treasury obligations are backed by the full faith and credit of the U.S. government.

When selecting securities for the fund, the portfolio managers first consider general economic factors, market conditions, and the short-term interest rate environment in determining what types of short-term instruments to purchase. The portfolio managers then select the specific instruments to be purchased. Generally, the portfolio managers buy and hold securities until their maturities. However, the portfolio managers may sell securities for a variety of reasons, such as to adjust the portfolio's average maturity, credit, liquidity or yield metrics.

Principal Risks

An investment in the fund is not a deposit of U.S. Bank National Association and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other governmental 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.

Principal risks of investing in this fund include:

Credit Risk — The value of your investment might decline if the issuer of an obligation held by the fund defaults on the obligation or has its credit rating downgraded.

Income Risk — The level of income you receive from the fund will be affected by movements in short-term interest rates. Because the fund invests primarily in U.S. Treasury obligations and repurchase agreements secured by those securities, the fund may offer less income than money market funds investing in other high-quality money market securities.

Interest Rate Risk — The value of your investment might decline because of a sharp rise in interest rates that causes the value of the fund's portfolio holdings to fall.

Liquidity Risk — The fund may not be able to sell a security in a timely manner or at a desired price, or may be unable to sell the security at all, because of a lack of demand in the market for the security.

Redemption Risk — If there are unexpectedly high redemptions of fund shares, the fund might have to sell portfolio securities prior to their maturity, possibly at a loss.

Repurchase Agreement Risk — If the seller of a repurchase agreement defaults on its obligation to repurchase securities from the fund, the fund may incur costs in disposing of the collateral and may experience losses if there is any delay in its ability to do so.

Treasury Obligations Fund *continued*

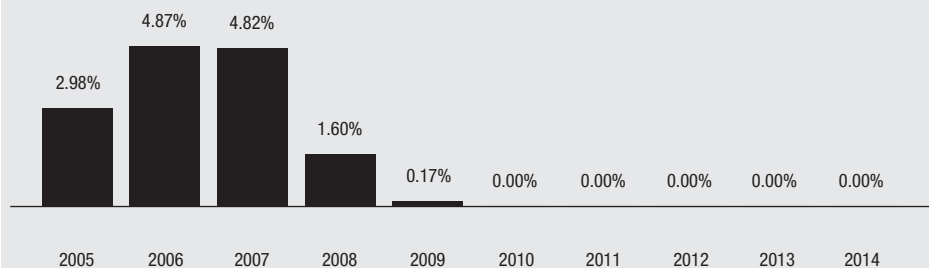
ATTACHMENT 2

Fund Performance

The following bar chart and table provide some indication of the potential risks of investing in the fund. The fund's past performance is not necessarily an indication of how the fund will perform in the future. Updated performance information is available online at firstamericanfunds.com or by calling 800 677-3863.

The bar chart shows you the variability of the fund's performance from year to year. The table illustrates the fund's average annual total returns over the time periods indicated.

ANNUAL TOTAL RETURNS AS OF 12/31 EACH YEAR¹



Best Quarter: Quarter ended December 31, 2006 1.29%

Worst Quarter: Quarter ended December 31, 2014* 0.00%

*Most recent quarter with this return during the period of the chart.

AVERAGE ANNUAL TOTAL RETURNS

AS OF 12/31/14

	Inception Date	One Year	Five Years	Ten Years
Treasury Obligations Fund	12/1/03	0.00%	0.00%	1.43%

¹ Total return for the period 1/1/15 through 9/30/15 was 0.00%.

Investment Advisor

U.S. Bancorp Asset Management, Inc.

Other Information

For important information about the purchase and sale of fund shares, tax information, and financial intermediary compensation, please see "Additional Summary Information" on page 18 of the prospectus.

U.S. Treasury Money Market Fund

ATTACHMENT 2

Investment Objective

U.S. Treasury Money Market Fund's objective is to seek maximum current income consistent with the preservation of capital and maintenance of liquidity.

Fees and Expenses

The following tables describe the fees and expenses that you may pay if you buy and hold shares of the fund.

Shareholder Fees <i>(fees paid directly from your investment)</i>	Class Z
Maximum Sales Charge (Load)	None
Maximum Deferred Sales Charge (Load)	None
Annual Fund Operating Expenses <i>(expenses that you pay each year as a percentage of the value of your investment)</i>	
Management Fees	0.10%
Distribution and/or Service (12b-1) Fees	None
Other Expenses	0.19%
Total Annual Fund Operating Expenses	0.29%
Less Fee Waivers ¹	(0.09)%
Net Expenses ¹	0.20%

¹ The advisor has contractually agreed to waive fees and reimburse other fund expenses through October 31, 2016, so that total annual fund operating expenses, after waivers, do not exceed 0.20%. These fee waivers and expense reimbursements may be terminated at any time after October 31, 2016, at the discretion of the advisor. Prior to that time, such waivers and reimbursements may not be terminated without the approval of the fund's board of directors.

Example: This example is intended to help you compare the cost of investing in the fund with the cost of investing in other mutual funds. The example assumes that you invest \$10,000 in the fund for the time periods indicated and then redeem all of your shares at the end of those periods. The example also assumes that your investment has a 5% return each year and the fund's operating expenses remain the same. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

	Class Z
1 year	\$ 20
3 years	\$ 84
5 years	\$154
10 years	\$359

U.S. Treasury Money Market Fund continued

ATTACHMENT 2

Principal Investment Strategies

U.S. Treasury Money Market Fund invests exclusively in direct obligations of the U.S. Treasury and other money market funds that invest exclusively in such obligations. The U.S. Treasury obligations in which the fund invests include U.S. Treasury bonds, notes, and bills. These types of Treasury securities are essentially the same except for differences in interest rates, maturities, and dates of issuance. U.S. Treasury obligations are backed by the full faith and credit of the U.S. government.

When selecting securities for the fund, the portfolio managers first consider general economic factors, market conditions, and the short-term interest rate environment in determining what types of short-term instruments to purchase. The portfolio managers then select the specific instruments to be purchased. Generally, the portfolio managers buy and hold securities until their maturities. However, the portfolio managers may sell securities for a variety of reasons, such as to adjust the portfolio's average maturity, credit, liquidity or yield metrics.

Principal Risks

An investment in the fund is not a deposit of U.S. Bank National Association and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other governmental 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.

Principal risks of investing in this fund include:

Additional Expenses — If the fund invests in money market funds advised by another investment advisor, you will bear both your proportionate share of the expenses in the fund (including management and advisory fees) and, indirectly, the expenses of such other money market fund.

Credit Risk — The value of your investment might decline if the issuer of an obligation held by the fund defaults on the obligation or has its credit rating downgraded.

Income Risk — The level of income you receive from the fund will be affected by movements in short-term interest rates. Because the fund invests solely in U.S. Treasury obligations and other money market funds that invest exclusively in those obligations, the fund may offer less income than money market funds investing in other high-quality money market securities.

Interest Rate Risk — The value of your investment might decline because of a sharp rise in interest rates that causes the value of the fund's portfolio holdings to fall.

Liquidity Risk — The fund may not be able to sell a security in a timely manner or at a desired price, or may be unable to sell the security at all, because of a lack of demand in the market for the security.

Redemption Risk — If there are unexpectedly high redemptions of fund shares, the fund might have to sell portfolio securities prior to their maturity, possibly at a loss.

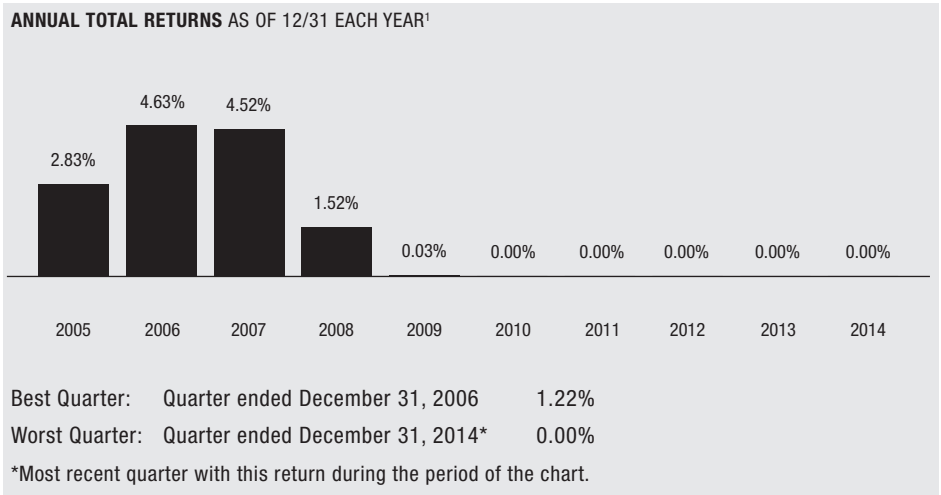
U.S. Treasury Money Market Fund

ATTACHMENT 2
continued

Fund Performance

The following bar chart and table provide some indication of the potential risks of investing in the fund. The fund's past performance is not necessarily an indication of how the fund will perform in the future. Updated performance information is available online at firstamericanfunds.com or by calling 800 677-3863.

The bar chart shows you the variability of the fund's performance from year to year. The table illustrates the fund's average annual total returns over the time periods indicated.



AVERAGE ANNUAL TOTAL RETURNS AS OF 12/31/14	Inception Date	One Year	Five Years	Ten Years
U.S. Treasury Money Market Fund	10/25/04	0.00%	0.00%	1.34%

¹ Total return for the period 1/1/15 through 9/30/15 was 0.00%.

Investment Advisor

U.S. Bancorp Asset Management, Inc.

Other Information

For important information about the purchase and sale of fund shares, tax information, and financial intermediary compensation, please see “Additional Summary Information” on page 18 of the prospectus.

Purchase and Sale of Fund Shares

You may purchase or redeem shares of the funds on any business day by calling your financial institution. You can become a shareholder in any of the funds by making a minimum initial investment of at least \$10 million. The funds reserve the right to waive or lower purchase minimums under certain circumstances and to reject any purchase order or to stop offering shares for sale at any time. You can redeem shares through your financial institution.

Each fund reserves the right to suspend the right of shareholder redemption, or postpone the date of payment:

- if emergency conditions should exist, as specified in the Investment Company Act of 1940 (the “Investment Company Act”), or as determined by the Securities and Exchange Commission (SEC), as a result of which disposal of portfolio securities or determination of the net asset value (NAV) of the fund is not reasonably practicable;
- for any period during which trading on the New York Stock Exchange (NYSE) is restricted as determined by the SEC or the NYSE is closed (other than customary weekend and holiday closings);
- for any period during which there is a non-routine closure of the Fedwire or applicable Federal Reserve Banks;
- for any period during which the SEC has, by rule or regulation, deemed that (1) trading shall be restricted or (2) an emergency exists;
- for any period during which a fund, as part of a necessary liquidation of the fund, has properly postponed and/or suspended redemption of shares and payment in accordance with federal securities laws; or
- for such other periods as the SEC may by order permit for the protection of shareholders of the fund.

In addition, in the unlikely event that the funds’ board of directors were to determine pursuant to SEC regulations that the extent of the deviation between a fund’s amortized cost per share and its market-based NAV per share may result in material dilution or other unfair results to shareholders, the board will cause the fund to take such action as it deems appropriate to eliminate or reduce to the extent practicable such dilution or unfair results, including suspending redemption of shares and liquidating the fund under Rule 22e-3 of the Investment Company Act.

Tax Information

For Government Obligations Fund, Prime Obligations Fund, Treasury Obligations Fund, and U.S. Treasury Money Market Fund, dividends you receive from the funds are generally taxable as ordinary income. Dividends attributable to income from U.S. government securities may be exempt from state personal income taxes.

Tax Free Obligations Fund intends to pay interest that is exempt from federal income tax, including the federal alternative minimum tax, although a portion of the fund’s distributions may not be tax-exempt.

Payments to Broker-Dealers and Other Financial Intermediaries

If you purchase a fund through a broker-dealer or other financial intermediary (such as a bank), the fund and its related companies may pay the intermediary for the sale of fund shares and related services. These payments may create a conflict of interest by influencing the broker-dealer or other intermediary and your salesperson to recommend the fund over another investment. Ask your salesperson or visit your financial intermediary's website for more information.

Investment Objectives

The funds' objectives are described in the "Fund Summaries" section. Please remember, there is no guarantee that any fund will achieve its objective.

Investment Strategies

The funds' principal investment strategies are discussed in the "Fund Summaries" section. These are the strategies that the funds' investment advisor believes are most likely to be important in trying to achieve the funds' objectives. You should be aware that each fund may also use strategies and invest in securities that are not described in this prospectus, but that are described in the SAI. For a copy of the SAI, call Investor Services at 800 677-3863.

U.S. Government Agency Securities

U.S. government securities issued by the Federal National Mortgage Association (Fannie Mae), Federal Home Loan Mortgage Corporation (Freddie Mac) and the Federal Home Loan Banks (FHLB) are neither issued nor guaranteed by the U.S. Treasury and are not backed by the full faith and credit of the United States. These entities, however, were chartered or supported by Acts of Congress and are supported by federal subsidies, loans or other benefits. The Government National Mortgage Association (Ginnie Mae) is a wholly-owned U.S. corporation that is authorized to guarantee timely payment and interest of its securities. U.S. government securities issued by Ginnie Mae are guaranteed by the full faith and credit of the United States. Other U.S. government securities do not have an explicit guarantee but support is implied due to the government sponsorship of their mandated activities, including securities issued by the Tennessee Valley Authority and Federal Farm Credit Banks.

Other Money Market Funds

In addition to the securities specified in the "Fund Summaries" section, each fund may invest in other money market funds that invest in the same types of securities as the respective fund, including each of the other money market funds advised by the funds' investment advisor. To avoid duplicative investment advisory fees, when a fund invests in another money market fund advised by the fund's investment advisor, the investment advisor reimburses the fund an amount equal to the fund's proportionate share of the investment advisory fee paid by the other money market fund to the investment advisor. If the fund invests in money market funds advised by another investment advisor, you will bear both your proportionate share of the expenses in the fund (including management and advisory fees) and, indirectly, the expenses of such other money market fund.

Securities Lending

To generate additional income, each fund other than Tax Free Obligations Fund and U.S. Treasury Money Market Fund may lend securities representing up to one-third of the value of its total assets to broker-dealers, banks, and other institutions deemed by the fund's advisor to present minimal credit risk. When a fund loans its portfolio securities, it will receive, at the inception of each loan, cash collateral equal to at least 102% of the value of the loaned securities, which is invested consistent with the fund's investment strategies. If the borrower fails to return the loaned securities, the fund could suffer a loss if the value of the invested collateral is insufficient to purchase replacement securities.

Investment Strategies *continued*

Temporary Defensive Position

For liquidity and to respond to unusual market conditions, the funds may hold all or a significant portion of their total assets in cash for temporary defensive purposes. This may result in a lower yield and prevent the funds from meeting their investment objectives. Additionally, Tax Free Obligations Fund may temporarily invest in taxable securities when, among other circumstances, there is a shortage of suitable tax-exempt municipal securities. If the fund invests in taxable securities, it may distribute taxable income to shareholders.

Investment Approach

Each fund complies with SEC regulations that apply to money market funds. These regulations require that each fund's investments mature within 397 days from the date of purchase and that each fund maintain a weighted average maturity of 60 days or less and a weighted average life of 120 days or less. The funds may invest in securities with variable or floating interest rates and securities with demand features. The maturities of these securities are determined according to regulations which allow the funds to consider some of these securities as having maturities shorter than their stated maturity dates. All of the funds' investments must be in U.S. dollar-denominated high quality securities which have been determined by the funds' advisor to present minimal credit risk and are rated in one of the two highest rating categories by one or more nationally recognized statistical rating organizations (NRSROs) or are deemed by the advisor to be of comparable quality to securities having such ratings. In addition, no more than 3% of each fund's total assets may be invested in securities rated in the second highest rating category by an NRSRO or deemed to be of comparable quality by the fund's advisor at the time of purchase ("second-tier securities"). With limited exceptions, a fund may not invest more than 5% of its total assets in securities issued by the same issuer. Each fund is further limited to investing no more than $\frac{1}{2}$ of 1% in second-tier securities of any issuer. Each fund must comply with weekly liquidity standards that require a fund to hold at least 30% of its total assets in cash, direct obligations of the U.S. Government, agency discount notes with remaining maturities of 60 days or less, or securities convertible into cash within five business days. Each fund, other than Tax Free Obligations Fund, must also comply with daily liquidity standards that require a fund to hold at least 10% of its total assets in cash, direct obligations of the U.S. Government, or securities convertible into cash within one business day. Each fund is limited to investing no more than 5% of its total assets in illiquid securities.

Investment Risks

The principal risks of investing in each fund are identified in the "Fund Summaries" section. The following is a further description of certain principal risks and other risks of investing in the funds.

Cybersecurity Risk. With the increased use of technologies such as the Internet and the dependence on computer systems to perform necessary business functions, a fund may be subject to operational and informational security risks resulting from breaches in cybersecurity ("cyber-attacks"). A cyber-attack refers to both intentional and unintentional events that may cause a fund to lose proprietary information, suffer data corruption, or lose operational capacity. Cyber-attacks include, but are not limited to, infection by computer

Investment Risks *continued*

viruses or other malicious software code, gaining unauthorized access to systems, networks, or devices that are used to service the fund's operations through "hacking" or other means for the purpose of misappropriating assets or sensitive information, corrupting data, or causing operational disruption.

Cybersecurity failures or breaches by the funds' affiliates or service providers, may cause disruptions and impact the business operations, potentially resulting in financial losses to both a fund and its shareholders, the inability of fund shareholders to transact business, inability to calculate a fund's net asset value, impediments to trading, violations of applicable privacy and other laws (including the release of private shareholder information), regulatory fines, penalties, reputational damage, reimbursement or other compensation costs, and/or additional compliance costs. In addition, substantial costs may be incurred in order to prevent any cyber incidents in the future. While the advisor has risk management systems designed to prevent or reduce the impact of such cyber-attacks, there are inherent limitations in such controls, systems and protocols, including the possibility that certain risks have not been identified, as well as the rapid development of new threats. These cybersecurity risks are also present for issuers of securities in which a fund invests, which could result in material adverse consequences for such issuers, and may cause a fund's investment in such securities to lose value and may result in financial loss for fund shareholders.

Foreign Security Risk. The foreign securities in which Prime Obligations Fund may invest, although dollar-denominated, may present some additional risk. Political or social instability or diplomatic developments could adversely affect the securities. There is also the risk of possible withholding taxes, seizure of foreign deposits, currency controls, interest limitations, or other governmental restrictions which might affect the payment of principal or interest on securities owned by the fund. In addition, there may be less public information available about foreign corporations and foreign banks and their branches.

Regulatory Risk. In July 2014, the SEC adopted reforms to money market fund regulation that could affect the funds' operations and return potential. In addition, changes to monetary policy by the Federal Reserve or other regulatory actions could expose fixed income and related markets to heightened volatility, interest rate sensitivity and reduced liquidity, which may impact the funds' operations, universe of potential investment options, and return potential.

On March 30, 2015, the Government Obligations Fund, Treasury Obligations Fund, and U.S. Treasury Money Market Fund announced that they currently have no intention to rely on the ability to impose redemption gates and liquidity fees, which beginning October 14, 2016 will be elective provisions for government money market funds under the SEC's money market fund reforms. The funds' management will continue to evaluate the impact of the regulatory changes on the funds.

Disclosure of Portfolio Holdings

A description of the funds' policies and procedures with respect to the disclosure of the funds' portfolio securities is available in the funds' SAI.

Investment Advisor

U.S. Bancorp Asset Management, Inc.
800 Nicollet Mall
Minneapolis, MN 55402

U.S. Bancorp Asset Management provides investment management services to individuals and institutions, including corporations, foundations, pensions, and retirement plans. As of September 30, 2015, U.S. Bancorp Asset Management had more than \$59 billion in assets under management, including investment company assets of more than \$42 billion. As investment advisor, U.S. Bancorp Asset Management manages the funds' business and investment activities, subject to the authority of the funds' board of directors.

Each fund pays the investment advisor a monthly management fee for providing investment advisory services. The table below reflects management fees paid to the investment advisor, after taking into account any fee waivers, for the funds' most recently completed fiscal year.

	Management fee as a % of average daily net assets
Government Obligations Fund	0.08%
Prime Obligations Fund	0.10%
Tax Free Obligations Fund	0.02%
Treasury Obligations Fund	0.06%
U.S. Treasury Money Market Fund	0.00%

U.S. Bancorp Asset Management may voluntarily waive or reimburse certain fees and expenses in order to maintain a zero or positive yield for each share class of each fund. These waivers and reimbursements may be terminated at any time by U.S. Bancorp Asset Management.

A discussion regarding the basis for the board's approval of the funds' investment advisory agreement appears in the funds' annual report to shareholders for the fiscal year ended August 31, 2015.

Additional Compensation

U.S. Bancorp Asset Management, U.S. Bank National Association (U.S. Bank) and other affiliates of U.S. Bancorp may act as fiduciary with respect to plans subject to the Employee Retirement Income Security Act of 1974 (ERISA) and other trust and agency accounts that invest in the First American funds. As described above, U.S. Bancorp Asset Management receives compensation for acting as the funds' investment advisor. U.S. Bancorp Asset Management, U.S. Bank and their affiliates also receive compensation from the funds as set forth below.

Administration Services. U.S. Bancorp Asset Management and its affiliate, U.S. Bancorp Fund Services, LLC (Fund Services), act as the funds' administrator and sub-administrator, respectively, providing administration services that include general administrative and accounting services, blue sky services and shareholder services. For such services, each fund pays U.S. Bancorp Asset Management the fund's pro rata portion of up to 0.15%, on an annual basis, of the aggregate average daily net assets attributable to Class Z shares of all First American money market funds. U.S. Bancorp Asset Management pays Fund Services a portion of its fee, as agreed to from time to time. In addition to these fees, the funds may reimburse U.S. Bancorp Asset Management for any out-of-pocket expenses incurred in providing administration services.

Investment Advisor *continued*

Custody Services. U.S. Bank provides custody services to each fund. U.S. Bank is paid monthly fees equal, on an annual basis, to 0.005% of each fund's average daily net assets.

Securities Lending Services. In connection with lending their portfolio securities, the funds pay fees to U.S. Bank of 20% of each fund's net income from securities lending transactions and U.S. Bank pays half of such fees to U.S. Bancorp Asset Management for certain securities lending services provided by U.S. Bancorp Asset Management.

Transfer Agency Services. Fund Services provides transfer agency and dividend disbursing services, as well as certain shareholder services, to the funds. Fund Services receives fees for transfer agency and dividend disbursing services on a per shareholder account basis, subject to a minimum fee per share class. In addition, the funds may reimburse Fund Services for any out-of-pocket expenses incurred in providing transfer agency services.

Other Compensation. To the extent that fund shares are held through U.S. Bank or its broker-dealer affiliate, U.S. Bancorp Investments, Inc., those entities may receive distribution and/or shareholder servicing fees from the funds' distributor as well as other payments from the funds' distributor and/or advisor as described below under "Shareholder Information — Additional Payments to Institutions."

Portfolio Managers

The funds are managed by a team of persons who are employed by U.S. Bancorp Asset Management.

Pricing of Fund Shares

You may purchase or redeem shares of the funds on any business day that the Federal Reserve Bank of New York (Federal Reserve) is open, except as noted below. In addition to weekends, the Federal Reserve is closed on the following Federal holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. A fund may close when the Federal Reserve is open and the NYSE is closed, such as Good Friday. On any business day when the Securities Industry Financial Markets Association recommends that the bond markets close trading early, a fund may also close trading early.

Your purchase or redemption price will be based on that day's NAV per share if your order is received by the funds in proper form prior to the time the fund calculates its NAV. See "Additional Information on Purchasing and Redeeming Fund Shares — Calculating Net Asset Value" below. Contact your investment professional or financial institution to determine the time by which it must receive your order to be assured same day processing. To make sure your order is in proper form, you must follow the instructions set forth below under "Purchasing and Redeeming Fund Shares."

Some investment professionals or financial institutions may charge a transaction-based fee for helping you purchase or redeem shares or an asset-based fee. Contact your investment professional or financial institution for more information.

Share Classes

The funds issue their shares in multiple classes. This prospectus offers Class Z shares.

Class Z shares are available for a minimum initial investment of at least \$10 million in any one fund. Shares are also available to other mutual fund families for whom U.S. Bancorp Fund Services, LLC provides administration services. Class Z shares are offered at net asset value, with no front-end or contingent deferred sales charge and no distribution (12b-1) or shareholder servicing fee.

Purchasing and Redeeming Fund Shares

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. As a result, when you open an account, we will ask for your name, permanent street address, date of birth, and social security or taxpayer identification number. Addresses containing a P.O. Box only will not be accepted. We may also ask for other identifying documents or information. You may purchase or redeem shares by calling your financial institution.

When purchasing shares, payment must be made by wire transfer, which can be arranged by your financial institution.

You cannot purchase shares by wire on days when federally chartered banks are closed.

If a fund receives a redemption request by the time the fund calculates its NAV, as specified below, payment will be made the same day by transfer of federal funds if the Fedwire transfer system is available for use that day. Otherwise, payment will be made on the next business day.

Purchasing and Redeeming Fund Shares

ATTACHMENT 2
continued

Purchases In-Kind. Generally, all purchases will be in cash. However, the funds reserve the right to permit you to purchase shares through the exchange of other securities that you own if consistent with a fund’s investment objective, policies, and operations. The market value of any securities exchanged, plus any cash, must be at least \$25 million. Please contact your investment professional, financial institution or Investor Services at 800 677-3863.

Redemptions In-Kind. Generally, all redemptions will be for cash. However, the funds reserve the right to pay all or part of your redemption proceeds in readily marketable securities instead of cash. If payment by a fund is made in securities, the fund will value the securities selected in the same manner in which it computes its NAV. This process minimizes the effect of large redemptions on the fund and its remaining shareholders. If you receive redemption proceeds in-kind, you should expect to incur transaction costs upon disposition of those securities.

Additional Information on Purchasing and Redeeming Fund Shares

Calculating Net Asset Value

The funds generally calculate their NAV per share as of the time specified in the table below on each business day that the funds are open, except that the NAV for Government Obligations Fund, Prime Obligations Fund and Treasury Obligations Funds is generally calculated at 1:00 p.m. Central time on days on which the bond markets close early (typically on the business day preceding a Federal holiday) (an “Early Close”). Purchase and redemption orders received after closing time, including an Early Close, will be processed the next business day.

	Deadline for orders to be received in order to receive the current day’s NAV
Government Obligations Fund	3:30 p.m. Central time
Prime Obligations Fund	3:30 p.m. Central time
Tax Free Obligations Fund	11:30 a.m. Central time
Treasury Obligations Fund	3:30 p.m. Central time
U.S. Treasury Money Market Fund	12:00 p.m. Central time

A fund’s NAV is equal to the market value of its investments and other assets, less any liabilities, divided by the number of fund shares. The securities held by the funds are valued on the basis of amortized cost. This involves valuing an instrument at its cost and thereafter assuming a constant amortization of any discount or premium until the instrument’s maturity, rather than looking at actual changes in the market value of the instrument. Each fund’s net asset value is normally expected to be \$1 per share.

Frequent Trading of Fund Shares

The funds are designed to offer investors a liquid cash option and it is anticipated that shareholders will purchase and redeem fund shares on a frequent basis. Frequent trading by shareholders may disrupt the management of the funds and increase fund expenses. However, given the short-term nature of the funds’ investments and their use of the amortized cost

Additional Information on Purchasing and Redeeming Fund Shares *continued*

method for calculating the NAV of fund shares, the funds do not anticipate that in the normal case frequent or short-term trading into and out of the funds will have significant adverse consequences for the funds and their shareholders. Accordingly, the funds' board of directors has not adopted policies or procedures to monitor or discourage frequent or short-term trading of the funds' shares.

Dividends and Distributions

Each fund earns interest, dividends and other income from its investments, and distributes this income (less fund expenses) to you as dividends. Dividends from a fund's net investment income are declared daily and paid monthly. A fund may take into account capital gains and losses (other than net long-term capital gains) in its daily dividend declarations. A fund may also make additional distributions for tax purposes if necessary.

If a fund receives your wire transfer payment for fund shares by the time the fund determines its NAV, you will begin to accrue dividends on that day. If you redeem shares, you will not receive a dividend on the day of your redemption request if your request is received by the time the fund determines its NAV.

Dividends will be reinvested in additional shares of the same fund, unless you request that distributions be reinvested in another First American fund or paid in cash. This request may be made on your new account form, by contacting your financial institution, or by calling Investor Services at 800 677-3863. Cash distributions will be paid on or about the first business day of each month. If you request that your distributions be paid in cash but those distributions cannot be delivered because of an incorrect mailing address, or if a distribution check remains uncashed for six months, the undelivered or uncashed distributions and all future distributions will be reinvested in fund shares at the current NAV.

Taxes

Some of the tax consequences of investing in the funds are discussed below. More information about taxes is provided in the SAI. However, because everyone's tax situation is unique, always consult your tax professional about federal, state, and local tax consequences.

For Government Obligations Fund, Prime Obligations Fund, Treasury Obligations Fund, and U.S. Treasury Money Market Fund, dividends you receive from the funds are generally taxable as ordinary income, whether you reinvest them or take them in cash. Dividends from the funds will not be eligible for the reduced rate of tax that applies to "qualified dividend income."

Tax Free Obligations Fund intends to meet certain federal tax requirements so that distributions of tax-exempt interest income may be treated as "exempt-interest dividends." These dividends are not subject to regular federal tax. However, although it has no current intention of investing in municipal securities subject to the alternative minimum tax, the fund may invest up to 20% of its net assets in municipal securities the interest on which is subject to the federal alternative minimum tax. Any portion of exempt-interest dividends attributable to interest on these securities may increase some shareholders' alternative minimum tax.

Additional Payments to Institutions

The advisor and/or the distributor may pay additional compensation to investment professionals, participating institutions and “one-stop” mutual fund networks (each an “institution” and, collectively, “institutions”) out of their own resources in connection with the sale or retention of fund shares and/or in exchange for sales and/or administrative services performed on behalf of the institution’s customers. The amounts of these payments may be significant, and may create an incentive for the institution or its employees or associated persons to recommend or sell shares of the funds to you. These payments are not reflected in the fees and expenses listed in the “Fund Summaries” section of the prospectus because they are not paid by the funds.

These payments are negotiated and may be based on such factors as the number or value of First American money market fund shares that the institution sells or may sell; the value of the assets invested in the First American money market funds by the institution’s customers; reimbursement of ticket or operational charges (fees that an institution charges its representatives for effecting transactions in fund shares); lump sum payment for services provided; the type and nature of services or support furnished by the institution; and/or other measures as determined from time to time by the advisor and/or distributor.

The advisor and/or distributor may make other payments or allow other promotional incentives to institutions to the extent permitted by SEC and FINRA rules and by other applicable laws and regulations. Certain institutions may also receive payments in recognition of sub-accounting or other services they provide to shareholders or plan participants who invest in the funds through their employee benefit or retirement plan.

You can ask your institution for information about any payments it receives from the advisor and/or the distributor and from the funds, and any services your institution provides, as well as about fees and/or commissions your institution charges. You can also find more details about payments made by the advisor and/or the distributor in the funds’ SAI.

Staying Informed

Shareholder Reports

Shareholder reports are mailed twice a year, in October and April. They include financial statements and performance information, and, on an annual basis, the report of independent registered public accounting firm.

In an attempt to reduce shareholder costs and help eliminate duplication, the funds will try to limit their mailings to one report for each address that lists one or more shareholders with the same last name. If you would like additional copies, please call Investor Services at 800 677-3863.

Statements and Confirmations

Statements summarizing activity in your account are mailed quarterly. Confirmations generally are mailed following each purchase or sale of fund shares. Generally, the funds do not send statements to individuals who have their shares held in an omnibus account.

Financial Highlights

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The tables that follow present performance information about the Class Z shares of each fund. This information is intended to help you understand each fund's financial performance for the past five years. Some of this information reflects financial results for a single fund share held throughout the period. Total returns in the tables represent the rate that you would have earned or lost on an investment in the fund, assuming you reinvested all of your dividends and distributions.

The information below has been derived from the financial statements audited by Ernst & Young LLP, an independent registered public accounting firm, whose report, along with the funds' financial statements, is included in the funds' annual report, which is available upon request.

Government Obligations Fund

	Fiscal year ended August 31,				
	2015	2014	2013	2012	2011
Per Share Data					
Net Asset Value, Beginning of Period	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Net Investment Income	0.000 ¹	0.000 ¹	0.000 ¹	0.000 ¹	0.000 ¹
Distributions (from net investment income)	(0.000) ¹	(0.000) ¹	(0.000) ¹	(0.000) ¹	(0.000) ¹
Net Asset Value, End of Period	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Total Return ²	0.01%	0.01%	0.02%	0.01%	0.01%
Ratios/Supplemental Data					
Net Assets, End of Period (000)	\$8,310,936	\$6,678,107	\$6,097,966	\$7,601,448	\$5,699,924
Ratio of Expenses to Average Net Assets	0.11%	0.09%	0.14%	0.16%	0.19%
Ratio of Net Investment Income to Average Net Assets	0.01%	0.01%	0.02%	0.01%	0.01%
Ratio of Expenses to Average Net Assets (excluding waivers)	0.25%	0.25%	0.24%	0.25%	0.25%
Ratio of Net Investment Income (Loss) to Average Net Assets (excluding waivers)	(0.13)%	(0.15)%	(0.08)%	(0.08)%	(0.08)%

¹ Rounds to zero.² Total return would have been lower had certain expenses not been waived.

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Prime Obligations Fund

	Fiscal year ended August 31,				
	2015	2014	2013	2012	2011
Per Share Data					
Net Asset Value, Beginning of Period	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Net Investment Income	0.000 ¹	0.000 ¹	0.000 ¹	0.000 ¹	0.000 ¹
Distributions (from net investment income)	(0.000) ¹	(0.000) ¹	(0.000) ¹	(0.000) ¹	(0.000) ¹
Net Asset Value, End of Period	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Total Return ²	0.02%	0.02%	0.03%	0.06%	0.07%
Ratios/Supplemental Data					
Net Assets, End of Period (000)	\$4,104,706	\$3,895,152	\$3,951,184	\$4,776,543	\$5,649,257
Ratio of Expenses to Average Net Assets	0.18%	0.17%	0.20%	0.20%	0.23%
Ratio of Net Investment Income to Average Net Assets	0.02%	0.02%	0.03%	0.06%	0.07%
Ratio of Expenses to Average Net Assets (excluding waivers)	0.24%	0.25%	0.25%	0.25%	0.24%
Ratio of Net Investment Income to Average Net Assets (excluding waivers)	(0.04)%	(0.06)%	(0.02)%	0.01%	0.04%

¹ Rounds to zero.² Total return would have been lower had certain expenses not been waived.

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Tax Free Obligations Fund

	Fiscal year ended August 31,				
	2015	2014	2013	2012	2011
Per Share Data					
Net Asset Value, Beginning of Period	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Net Investment Income	—	—	0.000 ¹	0.000 ¹	0.000 ¹
Distributions (from net investment income)	—	—	(0.000) ¹	(0.000) ¹	(0.000) ¹
Net Asset Value, End of Period	<u>\$ 1.00</u>	<u>\$ 1.00</u>	<u>\$ 1.00</u>	<u>\$ 1.00</u>	<u>\$ 1.00</u>
Total Return ²	0.00%	0.00%	0.00%	0.00%	0.01%
Ratios/Supplemental Data					
Net Assets, End of Period (000)	\$148,163	\$133,374	\$90,194	\$64,071	\$104,254
Ratio of Expenses to Average Net Assets	0.06%	0.08%	0.14%	0.14%	0.24%
Ratio of Net Investment Income to Average Net Assets	0.00%	0.00%	0.00%	0.00%	0.01%
Ratio of Expenses to Average Net Assets (excluding waivers)	0.30%	0.29%	0.30%	0.31%	0.28%
Ratio of Net Investment Income (Loss) to Average Net Assets (excluding waivers)	(0.24)%	(0.21)%	(0.16)%	(0.17)%	(0.03)%

¹ Rounds to zero.² Total return would have been lower had certain expenses not been waived.

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Treasury Obligations Fund

	Fiscal year ended August 31,				
	2015	2014	2013	2012	2011
Per Share Data					
Net Asset Value, Beginning of Period	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Net Investment Income	—	—	0.000 ¹	—	0.000 ¹
Distributions (from net investment income)	—	—	(0.000) ¹	—	(0.000) ¹
Net Asset Value, End of Period	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Total Return ²	0.00%	0.00%	0.00%	0.00%	0.00%
Ratios/Supplemental Data					
Net Assets, End of Period (000)	\$2,655,440	\$2,339,006	\$2,586,359	\$4,183,433	\$1,876,278
Ratio of Expenses to Average Net Assets	0.09%	0.08%	0.14%	0.12%	0.16%
Ratio of Net Investment Income to Average Net Assets	0.00%	0.00%	0.00%	0.00%	0.00%
Ratio of Expenses to Average Net Assets (excluding waivers)	0.25%	0.25%	0.25%	0.24%	0.24%
Ratio of Net Investment Income (Loss) to Average Net Assets (excluding waivers)	(0.16)%	(0.17)%	(0.11)%	(0.12)%	(0.09)%

¹ Rounds to zero.² Total return would have been lower had certain expenses not been waived.

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U.S. Treasury Money Market Fund

	Fiscal year ended August 31,				
	2015	2014	2013	2012	2011
Per Share Data					
Net Asset Value, Beginning of Period	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Net Investment Income	—	0.000 ¹	0.000 ¹	—	—
Distributions (from net investment income)	—	(0.000) ¹	(0.000) ¹	—	—
Net Asset Value, End of Period	<u>\$ 1.00</u>	<u>\$ 1.00</u>	<u>\$ 1.00</u>	<u>\$ 1.00</u>	<u>\$ 1.00</u>
Total Return ²	0.00%	0.00%	0.00%	0.00%	0.00%
Ratios/Supplemental Data					
Net Assets, End of Period (000)	\$309,280	\$264,529	\$163,235	\$60,196	\$77,775
Ratio of Expenses to Average Net Assets	0.05%	0.05%	0.07%	0.05%	0.10%
Ratio of Net Investment Income to Average Net Assets	0.00%	0.00%	0.00%	0.00%	0.00%
Ratio of Expenses to Average Net Assets (excluding waivers)	0.29%	0.29%	0.29%	0.31%	0.31%
Ratio of Net Investment Income (Loss) to Average Net Assets (excluding waivers)	(0.24)%	(0.24)%	(0.22)%	(0.26)%	(0.23)%

¹ Rounds to zero.² Total return would have been lower had certain expenses not been waived.

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First American Funds' Privacy Policy

We want to provide an explanation to Consumers of what nonpublic personal information is and how it's collected and used.

A "Consumer" is considered an individual investor who invests or has invested in our products for personal, family or household purposes.

"Nonpublic personal information" is nonpublic information that we obtain while providing financial products or services to you.

How we collect your information

We obtain nonpublic information about you during the account opening process from the applications and other forms you are asked to complete and from the transactions you make with us. We may also receive nonpublic information about you from companies affiliated with us or from other companies that provide services to you.

The types of information we collect

We may collect the following nonpublic personal information about you:

- Information about your identity, such as your name, address, and social security number.
- Information about your transactions with us.
- Information you provide on applications, such as your beneficiaries and banking information, if provided to us.

Why we collect your information

We gather nonpublic personal information about you and your accounts so that we can:

- Know who you are and prevent unauthorized access to your information.
- Comply with the laws and regulations that govern us.

What information we disclose

We may share some or all of the nonpublic personal information that we collect about you with our affiliated providers of financial services, including our family of funds and their advisor, and with companies that perform shareholder services on our behalf. We do not use nonpublic information received from our affiliates for marketing purposes.

We're permitted by law to disclose nonpublic personal information about you to other third parties in certain circumstances. For example, we may disclose nonpublic personal information about you to affiliated and nonaffiliated third parties to assist us in servicing your account (e.g., mailing of fund-related materials) and to government entities (e.g., IRS for tax purposes).

We'll continue to adhere to the privacy policies and practices described here even after your account is closed or becomes inactive.

Confidentiality and security

To protect nonpublic personal information about you, we restrict access to such information to only those employees and authorized agents who need to use the information. We maintain physical, electronic, and procedural safeguards to maintain the confidentiality and security of nonpublic information about you. In addition, we require our service providers to restrict access to nonpublic personal information about you to those employees who need that information in order to provide products or services to you. We also require them to maintain physical, electronic, and procedural safeguards that comply with applicable federal standards and regulations to guard your information.

Additional rights and protections

You may have other privacy protections under applicable state laws. To the extent that these state laws apply, we will comply with them when we share information about you. This privacy policy does not apply to your relationship with other financial service providers, such as broker-dealers. We may amend this privacy notice at any time, and we will inform you of changes as required by law.

**Our pledge applies to products and services offered by the
First American Family of Funds**

NOT FDIC INSURED NO BANK GUARANTEE MAY LOSE VALUE



FIRST AMERICAN FUNDS®

The Statement of Additional Information (SAI) provides more details about the funds and their policies and is incorporated into this prospectus by reference (which means that it is legally part of this prospectus).

Additional information about the funds' investments is available in the funds' annual and semi-annual reports to shareholders.

You can obtain a free copy of the funds' most recent annual or semi-annual reports or the SAI, request other information about the funds, or make other shareholder inquiries by calling Investor Services at 800 677-3863 or by contacting the funds at the address above. Annual or semi-annual reports and the SAI are also available on the funds' Internet site at www.firstamericanfunds.com.

Information about the funds (including the SAI) can also be reviewed and copied at the SEC's Public Reference Room in Washington, D.C. To find out more about this public service, call the SEC at 1-202-551-8090. Reports and other information about the funds are also available on the EDGAR Database on the SEC's Internet site at www.sec.gov, or you can obtain copies of this information, after paying a duplicating fee, by electronic request at the following e-mail address: publicinfo@sec.gov, or; by writing the SEC's Public Reference Section, Washington, D.C. 20549-1520.



FIRST AMERICAN FUNDS®

Weekly Money Market Holdings Report

First American Government Obligations Fund

Unaudited Money Market Fund Holdings as-of 8/11/2016

Weighted Average Maturity (WAM)

23 Days

Weighted Average Life (WAL)

108 Days

Issuer Name	Category	CUSIP	Principal Amount	WAM Maturity Date	WAL Maturity Date	Coupon/Yield	Amortized Cost
Federal Farm Credit Bank	U.S. Government Agency Debt	3133EFFR3	50,000,000.00	8/12/2016	3/30/2017	0.46%	50,000,000.00
Federal Farm Credit Bank	U.S. Government Agency Debt	3133EF2H9	158,000,000.00	8/13/2016	11/13/2017	0.60%	157,993,808.72
Federal Farm Credit Bank	U.S. Government Agency Debt	3133EFL88	75,000,000.00	8/14/2016	9/14/2017	0.60%	74,991,609.75
Federal Farm Credit Bank	U.S. Government Agency Debt	3133EF2Y2	25,000,000.00	8/15/2016	2/15/2017	0.51%	24,998,701.39
Federal Farm Credit Bank	U.S. Government Agency Debt	3133EFPD3	119,000,000.00	8/16/2016	3/16/2017	0.50%	118,971,640.95
Federal Farm Credit Bank	U.S. Government Agency Debt	3133EFZZ3	25,000,000.00	8/16/2016	2/16/2017	0.56%	25,000,000.00
Federal Farm Credit Bank	U.S. Government Agency Debt	3133EGEN1	50,000,000.00	8/16/2016	1/16/2018	0.55%	49,985,439.90
Federal Farm Credit Bank	U.S. Government Agency Debt	3133EDJX1	75,000,000.00	8/17/2016	4/17/2017	0.53%	75,020,182.24
Federal Farm Credit Bank	U.S. Government Agency Debt	3133EFDK0	150,000,000.00	8/21/2016	2/21/2017	0.48%	150,000,000.00
Federal Farm Credit Bank	U.S. Government Agency Debt	3133EFEE3	25,000,000.00	8/21/2016	3/21/2017	0.48%	24,999,058.81
Federal Farm Credit Bank	U.S. Government Agency Debt	31331KW22	30,000,000.00	8/21/2016	11/21/2016	0.58%	30,010,726.43
Federal Farm Credit Bank	U.S. Government Agency Debt	3133EFKX4	85,000,000.00	8/22/2016	11/22/2017	0.52%	84,956,883.75
Federal Farm Credit Bank	U.S. Government Agency Debt	3133EF4Q7	50,000,000.00	8/22/2016	6/22/2017	0.54%	49,995,651.17
Federal Farm Credit Bank	U.S. Government Agency Debt	3133EFR66	110,000,000.00	8/24/2016	8/24/2017	0.58%	109,986,074.11
Federal Farm Credit Bank	U.S. Government Agency Debt	3133EEGF1	28,000,000.00	8/24/2016	5/24/2017	0.53%	27,997,665.80
Federal Farm Credit Bank	U.S. Government Agency Debt	3133EDP30	25,000,000.00	8/24/2016	3/24/2017	0.53%	24,994,666.57
Federal Farm Credit Bank	U.S. Government Agency Debt	3133EFEV5	22,000,000.00	8/25/2016	9/25/2017	0.49%	21,970,326.80
Federal Farm Credit Bank	U.S. Government Agency Debt	3133EF5A1	125,000,000.00	8/25/2016	10/25/2017	0.57%	124,984,779.20
Federal Farm Credit Bank	U.S. Government Agency Debt	3133EGHR9	50,000,000.00	8/28/2016	9/28/2017	0.56%	49,994,309.18
Federal Farm Credit Bank	U.S. Government Agency Debt	3133EFLT2	25,000,000.00	8/28/2016	8/28/2017	0.52%	24,976,501.41
Federal Farm Credit Bank	U.S. Government Agency Debt	3133EGPF6	50,000,000.00	8/29/2016	1/29/2018	0.59%	49,996,102.01
Federal Farm Credit Bank	U.S. Government Agency Debt	3133EGPC3	20,000,000.00	8/29/2016	6/29/2017	0.53%	19,999,942.51
Federal Farm Credit Bank	U.S. Government Agency Debt	3133EFR33	25,000,000.00	8/29/2016	3/29/2017	0.54%	25,000,000.00
Federal Farm Credit Bank	U.S. Government Agency Debt	3133EEDE7	50,000,000.00	9/1/2016	12/1/2016	0.47%	50,001,612.56
Federal Farm Credit Bank	U.S. Government Agency Debt	3133EFF85	25,000,000.00	9/1/2016	8/1/2017	0.62%	24,999,948.74
Federal Farm Credit Bank	U.S. Government Agency Debt	3133EFBX4	20,000,000.00	9/1/2016	8/1/2017	0.48%	19,975,557.15
Federal Farm Credit Bank	U.S. Government Agency Debt	3133EFCL9	45,625,000.00	9/4/2016	4/4/2017	0.48%	45,622,169.28
Federal Farm Credit Bank	U.S. Government Agency Debt	3133EFW86	80,000,000.00	9/6/2016	10/6/2017	0.63%	79,995,359.77
Federal Farm Credit Bank	U.S. Government Agency Debt	3133EDRH7	200,000,000.00	9/6/2016	9/6/2016	0.48%	200,001,081.46
Federal Farm Credit Bank	U.S. Government Agency Debt	313312E97	36,995,000.00	9/7/2016	9/7/2016	0.50%	36,981,640.69
Federal Farm Credit Bank	U.S. Government Agency Debt	3133EFL47	25,000,000.00	9/8/2016	3/8/2017	0.57%	24,999,244.59
Federal Farm Credit Bank	U.S. Government Agency Debt	313312G20	5,000,000.00	9/16/2016	9/16/2016	0.50%	4,997,569.44
Federal Farm Credit Bank	U.S. Government Agency Debt	313312U81	75,000,000.00	12/27/2016	12/27/2016	0.51%	74,854,436.79
Federal Home Loan Bank	U.S. Government Agency Debt	3130A7AV7	25,000,000.00	8/12/2016	2/10/2017	0.57%	25,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A82E2	100,000,000.00	8/12/2016	11/10/2017	0.54%	100,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A7B95	25,000,000.00	8/12/2016	8/12/2016	0.52%	25,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8QP1	70,000,000.00	8/13/2016	10/13/2017	0.55%	70,000,000.00

ATTACHMENT 2

Issuer Name (continued)	Category	CUSIP	Principal Amount	WAM Maturity Date	WAL Maturity Date	Coupon/Yield	Amortized Cost
Federal Home Loan Bank	U.S. Government Agency Debt	3130A6C96	175,000,000.00	8/14/2016	2/14/2017	0.45%	175,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8HW6	50,000,000.00	8/14/2016	3/14/2017	0.50%	50,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A6BE6	250,000,000.00	8/14/2016	2/14/2017	0.49%	249,971,559.73
Federal Home Loan Bank	U.S. Government Agency Debt	313384C23	50,000,000.00	8/15/2016	8/15/2016	0.53%	49,997,791.64
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8Z97	150,000,000.00	8/15/2016	2/15/2018	0.67%	150,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A92S9	100,000,000.00	8/15/2016	2/15/2018	0.67%	100,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A92G5	50,000,000.00	8/16/2016	2/16/2018	0.58%	49,996,209.34
Federal Home Loan Bank	U.S. Government Agency Debt	3130A6BA4	50,000,000.00	8/17/2016	2/17/2017	0.49%	49,988,953.25
Federal Home Loan Bank	U.S. Government Agency Debt	3130A5X79	100,000,000.00	8/17/2016	1/17/2017	0.43%	99,967,206.32
Federal Home Loan Bank	U.S. Government Agency Debt	3130A7BK0	35,000,000.00	8/17/2016	2/17/2017	0.57%	35,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A6G43	50,000,000.00	8/17/2016	3/17/2017	0.48%	49,998,494.50
Federal Home Loan Bank	U.S. Government Agency Debt	3130A7BL8	30,000,000.00	8/17/2016	2/17/2017	0.57%	30,000,039.86
Federal Home Loan Bank	U.S. Government Agency Debt	3130A6C47	80,000,000.00	8/18/2016	8/18/2017	0.47%	79,961,186.52
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8RA3	50,000,000.00	8/18/2016	10/18/2017	0.56%	50,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A6SE8	25,000,000.00	8/19/2016	5/19/2017	0.58%	25,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A7T54	50,000,000.00	8/19/2016	4/19/2017	0.54%	50,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A7AF2	33,500,000.00	8/19/2016	8/19/2016	0.50%	33,499,900.37
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8S87	50,000,000.00	8/20/2016	10/20/2017	0.57%	50,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8RE5	30,000,000.00	8/20/2016	10/20/2017	0.56%	29,999,920.89
Federal Home Loan Bank	U.S. Government Agency Debt	3130A6P50	225,000,000.00	8/21/2016	4/21/2017	0.50%	224,963,419.27
Federal Home Loan Bank	U.S. Government Agency Debt	3130A7D77	25,000,000.00	8/22/2016	8/22/2016	0.47%	24,999,862.64
Federal Home Loan Bank	U.S. Government Agency Debt	3130A7BS3	75,000,000.00	8/22/2016	2/22/2017	0.58%	75,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A75S0	50,000,000.00	8/23/2016	1/23/2017	0.57%	50,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A6DQ7	50,000,000.00	8/24/2016	2/24/2017	0.47%	49,989,529.77
Federal Home Loan Bank	U.S. Government Agency Debt	3130A7D69	25,000,000.00	8/24/2016	8/24/2016	0.47%	24,999,749.45
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8UC5	50,000,000.00	8/25/2016	10/25/2017	0.56%	50,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A6D95	100,000,000.00	8/25/2016	8/25/2016	0.45%	100,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A7EC5	50,000,000.00	8/25/2016	8/25/2017	0.64%	50,000,820.63
Federal Home Loan Bank	U.S. Government Agency Debt	3130A6E78	50,000,000.00	8/26/2016	8/26/2016	0.46%	50,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A6DU8	220,000,000.00	8/26/2016	8/26/2016	0.54%	219,999,809.03
Federal Home Loan Bank	U.S. Government Agency Debt	3130A77D1	50,000,000.00	8/26/2016	8/26/2016	0.52%	50,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8CL5	40,000,000.00	8/27/2016	2/27/2017	0.50%	39,998,824.51
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8UF8	50,000,000.00	8/27/2016	10/27/2017	0.57%	50,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A7ZB4	50,000,000.00	8/27/2016	1/27/2017	0.48%	50,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A6EN3	100,000,000.00	8/28/2016	2/28/2017	0.48%	99,998,626.36
Federal Home Loan Bank	U.S. Government Agency Debt	313384D89	25,000,000.00	8/29/2016	8/29/2016	0.55%	24,993,506.95
Federal Home Loan Bank	U.S. Government Agency Debt	3130A65H6	50,000,000.00	8/29/2016	8/29/2016	0.45%	50,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A7FX8	30,000,000.00	9/1/2016	9/1/2016	0.50%	29,999,569.57
Federal Home Loan Bank	U.S. Government Agency Debt	3130A7F83	25,000,000.00	9/1/2016	9/1/2017	0.65%	25,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A7E92	50,000,000.00	9/1/2016	9/1/2016	0.50%	49,999,779.90
Federal Home Loan Bank	U.S. Government Agency Debt	3130A6F36	50,000,000.00	9/2/2016	3/2/2017	0.49%	50,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8X24	50,000,000.00	9/2/2016	11/2/2017	0.57%	50,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8DH3	100,000,000.00	9/3/2016	8/3/2017	0.53%	100,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8XB4	23,000,000.00	9/3/2016	11/3/2017	0.57%	22,998,579.54
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8XX6	100,000,000.00	9/5/2016	2/5/2018	0.60%	100,007,042.72
Federal Home Loan Bank	U.S. Government Agency Debt	3130A7YH2	50,000,000.00	9/5/2016	9/5/2017	0.54%	50,000,096.48
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8DK6	50,000,000.00	9/6/2016	9/6/2017	0.55%	50,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8EL3	50,000,000.00	9/7/2016	12/7/2017	0.62%	50,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A7FS9	25,000,000.00	9/7/2016	9/7/2017	0.66%	25,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8FR9	50,000,000.00	9/7/2016	12/7/2017	0.57%	49,996,695.61
Federal Home Loan Bank	U.S. Government Agency Debt	3130A6FF9	100,000,000.00	9/8/2016	3/8/2017	0.56%	99,998,574.04

Issuer Name (continued)	Category	CUSIP	Principal Amount	WAM Maturity Date	WAL Maturity Date	Coupon/Yield	Amortized Cost
Federal Home Loan Bank	U.S. Government Agency Debt	313370TW8	40,000,000.00	9/9/2016	9/9/2016	2.00%	40,049,280.00
Federal Home Loan Bank	U.S. Government Agency Debt	313384F38	24,600,000.00	9/9/2016	9/9/2016	0.52%	24,590,050.67
Federal Home Loan Bank	U.S. Government Agency Debt	3130A6BD8	25,000,000.00	9/9/2016	9/9/2016	0.51%	25,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A5VZ9	50,000,000.00	9/9/2016	1/9/2017	0.46%	49,999,082.43
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8G80	150,000,000.00	9/10/2016	3/10/2017	0.53%	149,999,868.64
Federal Home Loan Bank	U.S. Government Agency Debt	3130A7H99	25,000,000.00	9/11/2016	9/11/2017	0.64%	25,001,728.40
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8FS7	75,000,000.00	9/12/2016	12/12/2017	0.59%	75,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8GA5	50,000,000.00	9/13/2016	12/13/2017	0.59%	50,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	313384F87	50,000,000.00	9/14/2016	9/14/2016	0.50%	49,977,083.32
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8K36	25,000,000.00	9/17/2016	12/15/2017	0.60%	25,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8JT1	40,000,000.00	9/18/2016	12/18/2017	0.60%	40,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	313384G60	20,000,000.00	9/20/2016	9/20/2016	0.50%	19,989,166.67
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8KY8	87,500,000.00	9/22/2016	12/22/2017	0.61%	87,501,466.97
Federal Home Loan Bank	U.S. Government Agency Debt	313384G94	150,000,000.00	9/23/2016	9/23/2016	0.51%	149,911,625.01
Federal Home Loan Bank	U.S. Government Agency Debt	313384H51	25,000,000.00	9/27/2016	9/27/2016	0.50%	24,984,027.91
Federal Home Loan Bank	U.S. Government Agency Debt	3130A6GX9	50,000,000.00	9/27/2016	3/27/2017	0.56%	50,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A7P66	35,000,000.00	9/29/2016	9/29/2017	0.61%	35,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8MJ9	75,000,000.00	10/2/2016	1/2/2018	0.60%	75,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8ML4	35,000,000.00	10/4/2016	1/4/2018	0.60%	35,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A7NM3	115,000,000.00	10/4/2016	10/4/2017	0.63%	115,006,531.65
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8PS6	50,000,000.00	10/8/2016	1/8/2018	0.63%	50,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8Q97	20,000,000.00	10/10/2016	10/10/2017	0.59%	20,001,333.93
Federal Home Loan Bank	U.S. Government Agency Debt	3130A7RM9	25,000,000.00	10/11/2016	10/11/2017	0.63%	25,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A7TB1	50,000,000.00	10/13/2016	4/13/2017	0.57%	50,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A5VU0	235,000,000.00	10/17/2016	10/17/2016	0.54%	234,996,491.94
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8S20	50,000,000.00	10/19/2016	1/19/2018	0.64%	50,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3133XHK68	35,900,000.00	10/19/2016	10/19/2016	5.12%	36,198,365.84
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8UQ4	50,000,000.00	10/25/2016	10/25/2017	0.59%	50,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A56Y0	200,000,000.00	10/27/2016	10/27/2016	0.61%	199,993,590.54
Federal Home Loan Bank	U.S. Government Agency Debt	3130A7WN1	75,000,000.00	10/27/2016	10/27/2017	0.65%	74,993,556.07
Federal Home Loan Bank	U.S. Government Agency Debt	3130A74T9	25,000,000.00	10/27/2016	7/27/2017	0.69%	24,997,465.19
Federal Home Loan Bank	U.S. Government Agency Debt	3130A5WQ8	50,000,000.00	10/30/2016	1/30/2017	0.62%	49,996,451.91
Federal Home Loan Bank	U.S. Government Agency Debt	3130A6Q59	25,000,000.00	11/2/2016	11/2/2016	0.38%	24,985,786.67
Federal Home Loan Bank	U.S. Government Agency Debt	3130A5WR6	50,000,000.00	11/3/2016	2/3/2017	0.62%	49,988,682.43
Federal Home Loan Bank	U.S. Government Agency Debt	3130A67B7	50,000,000.00	11/7/2016	2/7/2017	0.65%	49,987,034.21
Federal Home Loan Bank	U.S. Government Agency Debt	3130A7AG0	50,000,000.00	11/8/2016	2/8/2017	0.73%	50,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8ZS5	25,000,000.00	11/9/2016	2/9/2018	0.65%	25,001,912.74
Federal Home Loan Bank	U.S. Government Agency Debt	313384P78	50,000,000.00	11/16/2016	11/16/2016	0.51%	49,932,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	313384P94	50,000,000.00	11/18/2016	11/18/2016	0.54%	49,926,500.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A86H1	50,000,000.00	11/23/2016	11/23/2016	0.50%	49,995,591.71
Federal Home Loan Bank	U.S. Government Agency Debt	313384Q85	50,000,000.00	11/25/2016	11/25/2016	0.58%	49,916,145.83
Federal Home Loan Bank	U.S. Government Agency Debt	313384S91	150,000,000.00	12/12/2016	12/12/2016	0.60%	149,695,000.11
Federal Home Loan Bank	U.S. Government Agency Debt	3133XHZK1	62,000,000.00	12/16/2016	12/16/2016	4.75%	62,873,602.72
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8TL7	50,000,000.00	1/25/2017	1/25/2017	0.47%	49,989,625.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8WJ8	75,000,000.00	1/27/2017	1/27/2017	0.49%	74,992,748.77
Federal Home Loan Bank	U.S. Government Agency Debt	313385BS4	35,000,000.00	2/10/2017	2/10/2017	0.64%	34,886,755.55
Federal Home Loan Bank	U.S. Government Agency Debt	313385BZ8	75,000,000.00	2/17/2017	2/17/2017	0.54%	74,787,375.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8BN2	35,000,000.00	2/27/2017	2/27/2017	0.68%	34,993,438.77
Federal Home Loan Bank	U.S. Government Agency Debt	3130A7KF1	35,000,000.00	4/12/2017	4/12/2017	0.83%	35,000,000.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A5EP0	50,000,000.00	5/30/2017	5/30/2017	0.62%	50,007,500.00
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8L35	50,000,000.00	7/20/2017	7/20/2017	0.75%	50,000,000.00

Issuer Name (continued)	Category	CUSIP	Principal Amount	WAM Maturity Date	WAL Maturity Date	Coupon/Yield	Amortized Cost
Federal Home Loan Bank	U.S. Government Agency Debt	3130A8TB9	50,000,000.00	7/26/2017	7/26/2017	0.69%	50,000,000.00
Federal Home Loan Mortgage Corporation	U.S. Government Agency Debt	3134G5PN9	110,000,000.00	8/14/2016	11/14/2016	0.52%	110,002,071.77
Federal Home Loan Mortgage Corporation	U.S. Government Agency Debt	3134G72G5	75,000,000.00	8/20/2016	4/20/2017	0.49%	74,992,059.15
Federal Home Loan Mortgage Corporation	U.S. Government Agency Debt	3134G8HY8	50,000,000.00	8/21/2016	7/21/2017	0.62%	49,995,155.99
Federal Home Loan Mortgage Corporation	U.S. Government Agency Debt	3137EACW7	127,000,000.00	8/25/2016	8/25/2016	2.00%	127,070,341.80
Federal Home Loan Mortgage Corporation	U.S. Government Agency Debt	313396D59	100,000,000.00	8/26/2016	8/26/2016	0.49%	99,981,138.89
Federal Home Loan Mortgage Corporation	U.S. Government Agency Debt	3134G7UR0	50,000,000.00	9/2/2016	9/2/2016	0.46%	50,000,000.00
Federal Home Loan Mortgage Corporation	U.S. Government Agency Debt	313396E41	74,500,000.00	9/2/2016	9/2/2016	0.50%	74,478,488.13
Federal Home Loan Mortgage Corporation	U.S. Government Agency Debt	313396F32	50,000,000.00	9/9/2016	9/9/2016	0.51%	49,980,166.67
Federal Home Loan Mortgage Corporation	U.S. Government Agency Debt	313396F73	81,319,000.00	9/13/2016	9/13/2016	0.33%	81,295,146.43
Federal Home Loan Mortgage Corporation	U.S. Government Agency Debt	313396G64	286,400,000.00	9/20/2016	9/20/2016	0.30%	286,306,920.00
Federal Home Loan Mortgage Corporation	U.S. Government Agency Debt	3137EADS5	98,010,000.00	10/14/2016	10/14/2016	0.88%	98,057,574.73
Federal Home Loan Mortgage Corporation	U.S. Government Agency Debt	313396K93	200,000,000.00	10/17/2016	10/17/2016	0.33%	199,879,366.67
Federal Home Loan Mortgage Corporation	U.S. Government Agency Debt	313396L35	13,380,000.00	10/19/2016	10/19/2016	0.56%	13,365,846.94
Federal Home Loan Mortgage Corporation	U.S. Government Agency Debt	313397AV3	49,000,000.00	1/20/2017	1/20/2017	0.45%	48,901,606.64
Federal Home Loan Mortgage Corporation	U.S. Government Agency Debt	3134G8LG2	50,000,000.00	3/9/2017	3/9/2017	0.75%	50,000,000.00
Federal National Mortgage Association	U.S. Government Agency Debt	3135G0F24	100,000,000.00	8/16/2016	8/16/2017	0.49%	99,969,402.23
Federal National Mortgage Association	U.S. Government Agency Debt	3135G0YL1	9,500,000.00	8/16/2016	8/16/2016	0.50%	9,500,044.68
Federal National Mortgage Association	U.S. Government Agency Debt	313588C45	14,749,000.00	8/17/2016	8/17/2016	0.46%	14,748,057.70
Federal National Mortgage Association	U.S. Government Agency Debt	3135G0B44	40,000,000.00	8/26/2016	1/26/2017	0.51%	40,002,890.52
Federal National Mortgage Association	U.S. Government Agency Debt	3135G0F57	35,000,000.00	9/5/2016	10/5/2017	0.51%	34,986,360.32
Federal National Mortgage Association	U.S. Government Agency Debt	3135G0E66	25,000,000.00	9/8/2016	9/8/2017	0.51%	24,969,051.71
Federal National Mortgage Association	U.S. Government Agency Debt	3135G0CM3	134,242,000.00	9/28/2016	9/28/2016	1.25%	134,379,754.89
Federal National Mortgage Association	U.S. Government Agency Debt	313589AC7	50,000,000.00	1/3/2017	1/3/2017	0.52%	49,896,000.00
Federal National Mortgage Association	U.S. Government Agency Debt	313589AE3	50,000,000.00	1/5/2017	1/5/2017	0.53%	49,892,527.78
Federal National Mortgage Association	U.S. Government Agency Debt	31359M4D2	93,000,000.00	2/13/2017	2/13/2017	5.00%	94,976,936.49
Federal National Mortgage Association	U.S. Government Agency Debt	3135G0ZB2	61,900,000.00	4/20/2017	4/20/2017	0.75%	61,936,753.89
BNP Paribas Securities Corp	Repurchase Agreement	CR2853560	200,000,000.00	8/12/2016	8/12/2016	0.33%	200,000,000.00
Goldman Sachs & Company	U.S. Government Agency Repurchase Agreement	CR3321302	1,100,000,000.00	8/12/2016	8/12/2016	0.30%	1,100,000,000.00
HSBC Securities (USA) Inc	U.S. Government Agency Repurchase Agreement	CR2555256	350,000,000.00	8/12/2016	8/12/2016	0.31%	350,000,000.00
ING Financial Markets LLC	U.S. Government Agency Repurchase Agreement	CR2714580	855,000,000.00	8/12/2016	8/12/2016	0.29%	855,000,000.00
Merrill Lynch, Pierce, Fenner & Smith Inc	U.S. Government Agency Repurchase Agreement	CR3358544	200,000,000.00	8/12/2016	8/12/2016	0.32%	200,000,000.00
RBC Capital Markets	U.S. Government Agency Repurchase Agreement	CR3437793	100,000,000.00	8/12/2016	8/12/2016	0.30%	100,000,000.00
Societe Generale/New York Branch	U.S. Government Agency Repurchase Agreement	CR3507306	500,000,000.00	8/12/2016	8/12/2016	0.34%	500,000,000.00
United States Treasury Note	U.S. Treasury Debt	912828D64	50,000,000.00	8/31/2016	8/31/2016	0.50%	49,998,328.52
United States Treasury Note	U.S. Treasury Debt	912828RX0	50,000,000.00	12/31/2016	12/31/2016	0.88%	50,057,289.29
United States Treasury Note	U.S. Treasury Debt	912828SY7	100,000,000.00	5/31/2017	5/31/2017	0.62%	100,029,530.74
Bank of Nova Scotia/NY	U.S. Treasury Repurchase Agreement	CR6767269	996,937,964.00	8/12/2016	8/12/2016	0.32%	996,937,964.00
BNP Paribas Securities Corp	U.S. Treasury Repurchase Agreement	CR2823720	950,000,000.00	8/12/2016	8/12/2016	0.33%	950,000,000.00
Credit Agricole Corporate & Investment Bank	U.S. Treasury Repurchase Agreement	CR6767270	1,672,283,036.00	8/12/2016	8/12/2016	0.32%	1,672,283,036.00

Issuer Name (continued)	Category	CUSIP	Principal Amount	WAM Maturity Date	WAL Maturity Date	Coupon/Yield	Amortized Cost
Credit Agricole Corporate & Investment Bank	U.S. Treasury Repurchase Agreement	CR3250345	175,000,000.00	8/18/2016	8/18/2016	0.33%	175,000,000.00
Credit Suisse Securities (USA) LLC	U.S. Treasury Repurchase Agreement	CR2457784	50,000,000.00	8/12/2016	8/12/2016	0.32%	50,000,000.00
Federal Reserve Bank of New York	U.S. Treasury Repurchase Agreement	CR1826534	1,700,000,000.00	8/12/2016	8/12/2016	0.25%	1,700,000,000.00
HSBC Securities (USA) Inc	U.S. Treasury Repurchase Agreement	CR1889300	300,000,000.00	8/12/2016	8/12/2016	0.31%	300,000,000.00
HSBC Securities (USA) Inc	U.S. Treasury Repurchase Agreement	CR4247688	375,000,000.00	8/16/2016	8/16/2016	0.28%	375,000,000.00
ING Financial Markets LLC	U.S. Treasury Repurchase Agreement	CR2457875	150,000,000.00	8/12/2016	8/12/2016	0.29%	150,000,000.00
ING Financial Markets LLC	U.S. Treasury Repurchase Agreement	CR4413967	300,000,000.00	8/16/2016	8/16/2016	0.28%	300,000,000.00
ING Financial Markets LLC	U.S. Treasury Repurchase Agreement	CR2654422	200,000,000.00	8/18/2016	8/18/2016	0.29%	200,000,000.00
RBC Capital Markets	U.S. Treasury Repurchase Agreement	CR3423751	350,000,000.00	8/12/2016	8/12/2016	0.29%	350,000,000.00
Societe Generale/New York Branch	U.S. Treasury Repurchase Agreement	CR3251830	450,000,000.00	8/12/2016	8/18/2016	0.38%	450,000,000.00
Societe Generale/New York Branch	U.S. Treasury Repurchase Agreement	CR3519202	350,000,000.00	8/12/2016	8/12/2016	0.33%	350,000,000.00
Societe Generale/New York Branch	U.S. Treasury Repurchase Agreement	CR2425492	1,000,000,000.00	8/12/2016	8/18/2016	0.36%	1,000,000,000.00

PORTFOLIO MATURITY^{1,2}

Overnight	49.3%
2-7 days	13.3%
8-29 days	18.7%
30-60 days	6.8%
61-120 days	6.5%
121+ days	5.4%

PORTFOLIO ALLOCATION²

U.S. Government Agency Debt	46.1%
U.S. Government Agency Repurchase Agreements	14.2%
U.S. Treasury Debt	0.9%
U.S. Treasury Repurchase Agreements	38.8%

¹ Calculated using WAM maturity date as defined below² Shown as a percentage of amortized cost**NO BANK EXPOSURE**

Terms:

Weighted Average Maturity (WAM): The average time to maturity of all the securities held in the fund, weighted by each security's percentage of total investments. WAM measures a fund's sensitivity to interest rate changes.

Weighted Average Life (WAL): The average time to final legal maturity of all the securities held in the fund, weighted by each security's percentage of total investments. WAL measures a fund's sensitivity to potential credit spread changes.

WAM Maturity Date: The earlier of the date the principal amount must unconditionally be paid, the next interest rate reset date, or in the case of a security called for redemption, the date on which the redemption payment must be made.

WAL Maturity Date: The date the principal amount must unconditionally be paid, or in the case of a security called for redemption, the date on which the redemption payment must be made.

Coupon/Yield: Represents either the annualized yield at the date of purchase, the stated coupon rate, or, for floating rate securities, the rate at period-end.

Amortized Cost: Pursuant to Rule 2a-7, portfolio securities are valued at the fund's acquisition cost adjusted for amortization of premium or accretion of discount rather than at their current market value.

Bank Exposure: The combination of either direct exposure when an investment is issued by a bank, or indirect exposure where a bank provides full liquidity and/or other credit support to a security.

The fund's holdings are as of the date indicated and are subject to change without notice. The listing of holdings does not constitute a recommendation of any individual security. Current and future holdings are subject to risk. Security names may not represent the official legal name. Please read the fund's most recent annual report for an audited portfolio holdings list.

Investors should carefully consider the fund's investment objectives, risks, charges, and expenses before investing. The prospectus contains this and other information; call 800.677.3863 or visit FirstAmericanFunds.com for a copy. Please read it carefully before investing.

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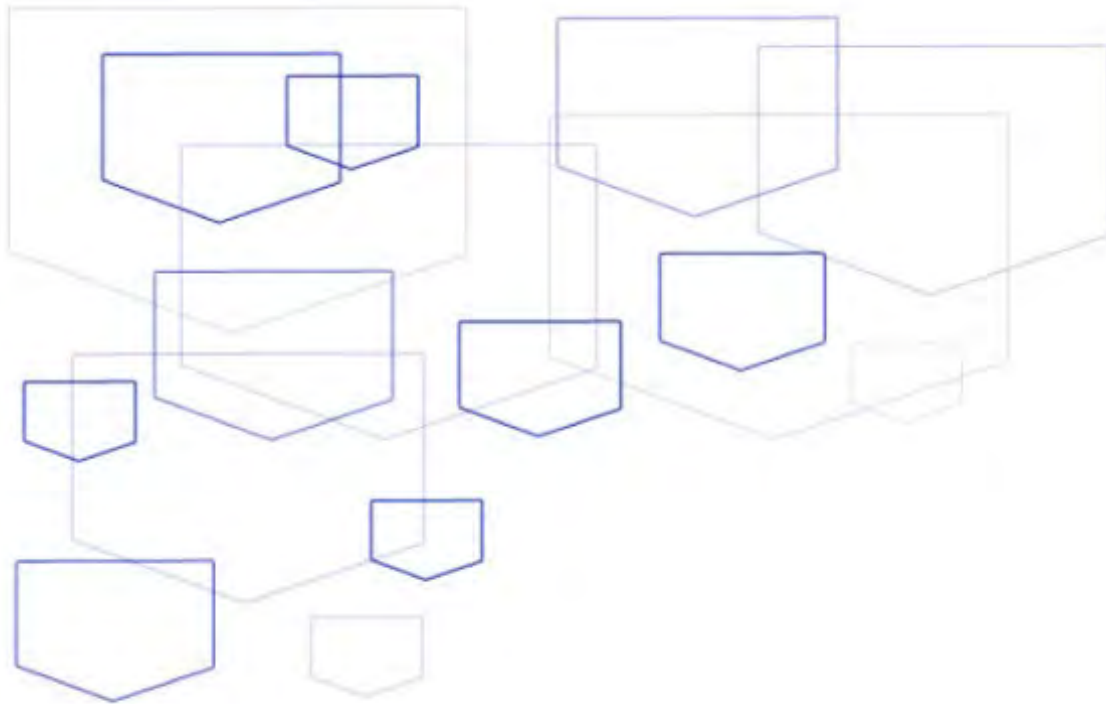
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U.S. Bank Scannable Wholesale Lockbox

Specifications Guide



All of **us** serving you™

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MMWR-73730 (09/15)

Chapter 1: Overview

Scannable Wholesale Lockbox is an optimal solution if you receive a mix of payments from businesses and individuals in a single lockbox. Flexibility allows receipt and processing of different types of payments. Some include OCR remittance documents and others that are accompanied by full-page remittance coupons into the same lockbox. Our processing equipment quickly and accurately reads your customer's payment information from their check and OCR remittance document scanline. Since information is electronically captured from all remittance documents, data accuracy is increased for your accounts receivable posting needs. U.S. Bank's Scannable Wholesale Lockbox service can also be used for small retail organizations.

The specifications outlined in this document are a guide to U.S. Bank's design requirements for your Scannable Wholesale Lockbox remittance document. U.S. Bank's ability to provide quick, efficient and accurate processing of your scannable lockbox payments is highly dependent upon adherence to these specifications. Optimal design of the remittance document will result in minimal processing errors, and reduce the additional processing fees assessed for manual handling.

The remittance document you provide your customers should contain all the information necessary to process your payments in our automated environment, and the data for posting to your accounts receivable system.

Testing Requirement

Testing the remittance document is required when implementing U.S. Bank Scannable Wholesale Lockbox services. Testing and adequate lead time for programming are also required prior to modifying an approved remittance document. U.S. Bank will work with you and/or your print vendor to ensure the successful implementation of your new remittance document.

Chapter 2: General Requirements

Sound design of the Optical Character Recognition (OCR) Remittance Document, which will be read by the lockbox equipment, is essential for efficient processing. The following specifications will assist you in your document design.

Sample of a Remittance Document — Front

Diagram illustrating the front of a remittance document with various fields and dimensions:

- Header:** "Detach here and return the portion with payment" (indicated by a dashed line).
- Logo:** ABC COMPANY, INC.
- Account Information:**
 - Account Number: 85298310 - 7
 - Due Date: April 5, 2006
 - Current Balance: \$523.98
 - Minimum Payment Due: \$75.00
- Amount Enclosed:** \$ (indicated by a yellow box).
- Mail payment to:**
 - ABC COMPANY INC
 - PAYMENT PROCESSING CENTER
 - PO BOX 1234
 - MILWAUKEE WI 53201-1234
- Barcode:** 04050600000852983107 00007500000523981
- Dimensions:**
 - Clear band for OCR scanline (Shaded gray for illustration purposes only): 3/4"
 - Barcode height: 1/2"
 - Barcode width: 1"
- Footer:** "Please check box if address has changed and write information on reverse side." and "For credit card payments, complete information on reverse side."

Sample of a Remittance Document — Back

Diagram illustrating the back of a remittance document with various fields and dimensions:

- ADDRESS CHANGES:**
 - Please indicate any corrections/changes below:
 - Name: _____
 - Address: _____
 - City, State, ZIP: _____
- To pay by credit card, check appropriate box and complete form below:**
 - ☐ ☐ ☐ ☐
 - Credit Card #: _____
 - Payment Amount: _____ Expiration Date: _____
 - Cardholder's Name: _____
 - Signature: _____
- Clear band for endorsement / audit trail:** (Shaded gray for illustration purposes only)
- Do not print in this area:** (Shaded gray for illustration purposes only)
- Dimensions:**
 - Clear band for endorsement / audit trail: 3/4"

Document Elements

Characteristic	Specification	Comments
Account Number	Required	The customer's account number and its check digit, if applicable, should be printed on the front of the remittance document in a field clearly labeled as such.
Amount Paid	Preferred	The remittance document should contain an Amount Paid area where the remitter can note how much is being paid.
Change of Address	Optional Optimal: .125" – .25" square. Optimal: isolated from surrounding text by >= .25"	If identification of Change of Address (COA) information from your customers is required, it is necessary to reserve an area for COA notations. The design of the COA area is critical for optimal mark detection of COA notations. See Chapter 4: Mark Detection Requirements for specific requirements.
Check Digit	Preferred A check digit is preferred on the entire scanline.	The check digit ensures the quality of the data being read. Without the check digit, we cannot verify the accuracy of the scanline read. See Chapter 3: Scanline Requirements for specific check digit requirements.
Scanline Clear Zone	Required A 1/2 inch clear zone surrounding the scanline is required.	The clear zone is the area reserved for the scanline data to appear and must be printed in non MICR black ink. No extraneous marks, printing, logo or scenic material should appear in the defined clear zone.
Credit Card Payments	Optional	U.S. Bank can obtain the authorization of credit card payments for you and include these payments in your remittance file. Alternatively, credit card payments can be forwarded via trackable mail to you for in-house processing. The credit card payment section on your remittance document should never include the card validation or security code from the signature panel or front of the card.

Characteristic	Specification	Comments
Lockbox Address	Required Format: Left margin of the address block must be aligned. Use two-letter state abbreviations. Use capital letters without punctuation. Characters cannot touch. Use Simple San Serif typeface with uniform stroke thickness. Use adequate vertical spacing. (Recommended spacing is 4-6 lines per inch.) Use one space between City and State abbreviation; use two spaces between State and ZIP code. Use the ZIP+4 code corresponding to the barcode (delivery address).	The complete lockbox address with the nine-digit ZIP code must be on the front of the remittance document.
Remitter Name and Address	Preferred	The name and address of the remitter should be printed on the front of the remittance document to aid in processing of payments.
Scanline Fields	Preferred	Information contained in the scanline should be printed elsewhere on the front of the remittance document and clearly labeled. If the scanline is damaged, the operator may be able to correct it using this information.
Document Size	Minimum: 2.5" x 3 .25" Maximum: 11.7" x 17"	

Paper Specifications

Characteristic	Specification	Comments
Color	Preferred: White	If color background is used in data areas, reduced recognition rates may occur due to noise.
Perforation	Bottom Preferred	<p>If remittance documents are attached to customer statements or invoices, the remittance document should be perforated at its bottom edge and should separate cleanly.</p> <p>There should be only one perforated edge on the remittance document.</p> <p>If the statement fold cannot be guaranteed to be exactly at the perforation, allow at least 1 inch clearance between the perforation and the fold to reduce the likelihood of “flaps” along the document edges. Use graphics and text to highlight the correct perforation.</p>
Quality	<p>Paper should have a flat finish and a low gloss. Unacceptable coatings include carbon coating and no-carbon-required coatings.</p> <p>It should be free of foreign material.</p> <p>There can be no holes in the remittance document.</p>	
Weight	<p>Required: 20 – 24 pounds</p> <p>Preferred: 24 pounds</p>	Lightweight documents have a tendency to curl and thus jam during processing.

Note: Refer to ANSI X3.62-1979 for optimal paper quality standards for high-speed Scannable Wholesale Lockbox processing.

Chapter 3: Scanline Requirements

An Optical Character Recognition (OCR) scanline must be included in the scanline zone on your remittance document. The recognition of the OCR-printed characters depends upon how closely the printing conforms to the character specifications described in this chapter. These standards are not readily apparent to the human eye. As a result, OCR printing usually requires more care than other kinds of printing.

Scanline Example

The following is an example of a very basic scanline with two dollar amounts. This example has a check digit on the account number, as well as on the entire scanline. Please note that the fields included in this example may not be sufficient to meet your processing needs.

0405060000085298310700007500000523981

Font: OCR A

Check Digit Routine: Modulus 10, sum of digits, with weights of 7, 5, 3, 2

Location Number: 040506

Account Number: 0000085298310

Account Number Check Digit 7

Minimum Amount Due: \$75.00

Full Amount Due: \$523.98

Scanline Check Digit: 1

Character Specifications

Characteristic	Specification	Comments
Font	Required: OCR A or OCR B. Preferred: Numeric characters only. Reduced read rates can be experienced if alpha and punctuation characters are mixed into the line; when alpha is included, capital letters are required. Preferred: character size: 10 characters/inch (dpi), 8 – 12 dpi will also work.	Use of special characters require review and approval by U.S. Bank personnel.

Ink Specifications

Characteristic	Specification	Comments
Color	Black	
Type	MICR Free	There should be no magnetic ink or toner anywhere on the remittance document.

Scanline Specifications

Characteristic	Specification	Comments
Scanline Zone	Optimal: at least 0.5 inches white space surrounding scanline.	The scanline zone is the area reserved for the scanline data to appear and must be printed in non MICR black ink. No extraneous marks, printing, logo or scenic material should appear in the scanline zone.
Contents	Required: Account Number or Invoice Number Check Digit Preferred: Amount Due	Elements of the scanline include an account number, the amount due and a full scanline check digit. Any other identifying fields required in the payment posting data transmission should also be included in the scanline.
Length	Maximum: 80 characters including blanks and spaces (Shorter lengths preferred)	Shorter scanlines are strongly preferred, with the minimum scanline contents determined in large part by the payment file specifications. The maximum scanline length is 80 characters including blanks and spaces.
Location	1/2 inch away from the document edge on all sides.	The scanline position is critical to efficient processing.

Check Digits

A check digit is the answer to a mathematical calculation performed on the series of preceding numbers. The check digit is used to ensure the accuracy of the scanline data. A check digit is preferred on the entire scanline. The check digit insures the quality of the data being read. Without the check digit, we cannot verify the accuracy of the scanline read

The preferred check digit routine is Modulus 10, sum of digits, with weights of 7, 5, 3, 2. Other check digit calculation routines can be accommodated. Other check digit routines may be acceptable. Detailed specifications must be provided and tested.

Check Digit Routine Calculation

Multiply values in the first and fifth positions by 7

Multiply values in the second and sixth positions by 5

Multiply values in the third and seventh positions by 3

Multiply the value in the fourth position by 2

Split and add digits of product calculated for values, and add products together

Modulus 10 (Divide total by 10, retain remainder)

Subtract remainder from 10

Check digit is the result

Check Digit Routine Example (Scanline Check Digit)**Example of scanline data: 852983107**

Scanline Data	8	5	2	9	8	3	1	0	T O T A L S U M
Assigned Weights	7	5	3	2	7	5	3	2	
Multiply each number by its assigned weight	56	25	6	18	56	15	3	0	
Sum the digits of the result	5 + 6 = 11	2 + 5 = 7	6	1 + 8 = 9	5 + 6 = 11	1 + 5 = 6	3	0	
Sum	11	18	24	33	44	50	53	53	53
Divide the Sum by 10 and determine the remainder: $53/10 = 5$ with a remainder of 3									
Subtract the remainder from 10 to determine the check digit: $10 - 3 = 7$									
The check digit, therefore, is: 7 Note: Use the right most digit if a double digit is the result. If the remainder is $10 - 0 = 10$ the check digit is 0.									

Note: Modulus 10, sum of digits, with weights of 7, 5, 3, 2

Chapter 4: Mark Detection Requirements

Mark Detection is a function unique to the document imaging environment. This function is typically used to identify remittance documents that have been “marked” by your customer to notify you that their address has changed. Designing the remittance document to take advantage of Mark Detection can greatly improve accuracy of information delivery.

Mark Detection technology may require some fine-tuning to get the desired result. Some customers may decide to err on the side of over-detection to minimize missed information. Others may choose to minimize false positives at the risk of missing information.

Document Design

Mark Detection requires careful document design to be effective. Either check boxes or white areas on the front of your remittance document may be designed as a Mark Detection zone.

Change of Address Zone

This is an example of a well-designed Change of Address zone:

ADDRESS CHANGES
Please indicate any corrections/changes below.

Name _____

Address _____

City, State, ZIP _____

The pixel count of preprinted information is minimized by:

- Right justifying labels so they do not extend into the mark detect zone at all
- Use of thin lines rather than boxes in the mark detect zone
- There is ample space for the written information to be readable.
- Check Box Zone

☐ Please check box if address has changed
and write information on reverse side.

- Use of thin line
- Provide 1/4" white space around checkbox

Mark Detection examines the established zones on the image of the remittance document and compares the pixel count in the zone to a preset threshold expected for an unmarked remittance document. If the pixel count in that zone of the image is greater than the threshold, the zone is considered marked. Mark Detection accuracy is dependent on the type of mark made by the remitter as it appears on a black and white or “bi-tonal” image. Some marks, such as black pen or solid pencil, will be detected with a very high degree of accuracy. Others, such as a faint pencil, gel pen or light-colored marker, may not be detected. We cannot guarantee 100 percent detection of all marks made on remittance documents.

Preprinted information in the Mark Detection area must always be in the same location on all documents and be printed in such a way as to not interfere with the hand-written information.

Mark Detection Area Specifications

Characteristic	Specification	Comments
Clear Zone	0.508 cm (0.20 inch)	Allow a clear zone of at least 0.508 centimeters (0.20 inch) in all directions surrounding the area to be examined. Any non-dropout printing too close to the amount paid box will interfere with Mark Detection.

Mark Detection for Address Changes

U.S. Bank's capabilities in the identification and processing of address changes are highly dependent on remittance document design and printing. Optimally, the remittance document has a designated location for address changes. Remitters should be instructed to write changes only in this area to discourage marking changes directly in the mailing address on the remittance document. Provide sufficient space for the remitter's writing to be of legible size.

Chapter 5: Glossary

Term	Definition
Amount Paid	The dollar amount of the payment received from the customer. Also known as the "Applied Amount."
Check Digit	The answer to a mathematical calculation performed on the series of preceding numbers. The check digit is used to ensure the accuracy of the scanline and account number data.
MICR	Magnetic Ink Character Recognition. The machine recognition of numeric data printed with magnetically charged ink. It is used on bank checks and deposit slips. It should never be used on remittance documents.
OCR	Optical Character Recognition. The electronic translation of handwritten, typewritten or printed text images into machine-editable text.
Remitter	Your customer. The person or company making the payment.
Remittance Document	The document you provide your customer for return with their payment. The remittance document contains all the information necessary to process your customer's payment and provide you with an electronic file for accounts receivable posting.
Skew	The misalignment or slant of a character, bar, line of characters, or bar code with respect to the bottom or top edge of the piece. (Source: www.usps.com)
Statement	The periodic document you mail to your customer. The statement typically includes account activity and payment information, as well as a tear-off portion or "remittance document" to be returned with the payment.



CERTIFICATE OF LIABILITY INSURANCE

ATTACHMENT 2

DATE (MM/DD/YYYY)
07/14/2016

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PRODUCER Hays Companies 80 South 8th Street Suite 700 Minneapolis, MN 55402	1-612-333-3323	CONTACT NAME: Dawn DeBuhr PHONE (A/C, No, Ext): 612-333-3323 x 2284 E-MAIL ADDRESS: ddebuhr@hayscompanies.com	FAX (A/C, No): 612-373-7270
INSURED U.S. Bancorp and its Subsidiaries 200 South 6th Street EP-MN-L20I Minneapolis, MN 55402		INSURER(S) AFFORDING COVERAGE INSURER A: OLD REPUBLIC INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 24147

COVERAGES

CERTIFICATE NUMBER: 47386733

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY304842	08/01/15	08/01/16	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			MWTB304840	08/01/15	08/01/16	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	MWC30483900	08/01/15	08/01/16	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP.
Evidence of Insurance.**CERTIFICATE HOLDER****CANCELLATION**

RFP City of Napa Roberta Raper 955 School Street Napa, CA 94559 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
07/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Minneapolis MN Office 5600 West 83rd Street 8200 Tower, Suite 1100 Minneapolis MN 55437 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: <table border="1"> <tr> <th data-bbox="803 472 1388 514">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1388 472 1520 514">NAIC #</th> </tr> <tr> <td data-bbox="803 514 1388 546">INSURER A: Federal Insurance Company</td> <td data-bbox="1388 514 1520 546">20281</td> </tr> <tr> <td data-bbox="803 546 1388 577">INSURER B:</td> <td data-bbox="1388 546 1520 577"></td> </tr> <tr> <td data-bbox="803 577 1388 609">INSURER C:</td> <td data-bbox="1388 577 1520 609"></td> </tr> <tr> <td data-bbox="803 609 1388 640">INSURER D:</td> <td data-bbox="1388 609 1520 640"></td> </tr> <tr> <td data-bbox="803 640 1388 672">INSURER E:</td> <td data-bbox="1388 640 1520 672"></td> </tr> <tr> <td data-bbox="803 672 1388 686">INSURER F:</td> <td data-bbox="1388 672 1520 686"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Federal Insurance Company	20281	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Federal Insurance Company	20281														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED U.S. Bancorp EP-MN-L201 200 S. 6th Street Minneapolis MN 55402 USA															

COVERAGES **CERTIFICATE NUMBER:** 570063015206 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Cyber Liability			82231090 Cyber Liability - Primary SIR applies per policy terms & conditions	11/15/2015	11/15/2016	Aggr Limit \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER
CANCELLATION

City of Napa Attn: Roberta Raper 955 School Street Napa CA 94559 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Holder Identifier :

Certificate No : 570063015206

Sample Contracts

The below sample contracts have been provided in order for the City's Reference:

1. Master Services Agreement
2. Terms and Conditions
3. Depository Agreement
4. Government Contract for Deposit
5. Waiver of Security



ATTACHMENT 2

Master Services Agreement (Governmental Entities)

Customer Tax Identification Number: _____

I, _____, HEREBY CERTIFY that I am _____ of _____ ("Customer"). I further certify that I have full power and lawful authority to execute this Master Services Agreement ("MSA") on behalf of Customer. I further certify that Customer has taken all action required by its resolutions and other organizational documents, records or agreements to authorize the individuals listed below to act on behalf of Customer in all transactions contemplated under this MSA. Customer shall not be bound by the terms and conditions for those specific services described, to the extent Customer elects not to use such service(s). Customer hereby agrees as follows:

DEPOSIT ACCOUNTS:

1. U.S. Bank National Association ("Bank") is hereby designated as Customer's banking depository. Customer has received a copy of the deposit account terms and conditions and agrees that such terms shall govern the deposit account services provided by Bank. All transactions between Customer and Bank involving any of Customer's accounts at Bank will be governed by the deposit account terms and conditions, this MSA and other disclosures provided to Customer. Customer agrees to provide Bank with a copy of documents requested by Bank.

2. Any one (1) of the persons whose names and signatures appear in Appendix A (individually, an "Account Signer") are hereby authorized to open, add, modify, or close accounts in the name of Customer or its subsidiaries or affiliates, or if applicable, as an agent for another entity, and to sign, on behalf of Customer, its subsidiaries or affiliates or as an agent for another entity, checks, drafts or other orders for the payment, transfer or withdrawal of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same and including also those payable to the Bank or to any other person for application, or which are actually applied to the payment of any indebtedness owing to the Bank from the person or persons who signed such checks, drafts or other withdrawal orders or otherwise authorized such withdrawals; and are also authorized to endorse for deposit, payment or collection any check, bill, draft or other instrument made, drawn or endorsed to the accounts governed by this MSA for deposit into these accounts. The authorization contained in the preceding sentence includes transfers of funds or other property of Customer to accounts outside of those accounts Customer maintains at Bank. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Account Signers.

3. Unless Customer otherwise advises Bank in writing and Bank has a reasonable opportunity to act on such writing, the Account Signers listed in Appendix A will be Account Signers on any future deposit accounts that Customer maintains with Bank.

4. Customer acknowledges and agrees that Bank is not required to obtain the consent of or otherwise contact an Account Signer for transactions other than those listed in paragraph 2 above, including, but not limited to, transfers between accounts Customer maintains at Bank, advances on loans Customer has with Bank and transfers to pay down loans Customer has with Bank.

TREASURY MANAGEMENT SERVICES:

5. Bank's treasury management services ("Treasury Management Service(s)") are described in the U.S. Bank Services Terms and Conditions, any supplements thereto, any implementation documents, user manuals, operating guides and other related documentation and disclosures provided by Bank, and any addendum to any of the foregoing (collectively the "Services Agreement"). Customer has received and reviewed the Services Agreement and desires to use one or more of the Treasury Management Services.

6. Any one (1) of the persons whose names and signatures appear in Appendix B (individually, a "Treasury Management Signer") are empowered in the name of and on behalf of the Customer to enter into all transactions contemplated in the Services Agreement including, but not limited to, selecting Treasury Management Services, appointing agents to act on behalf of Customer in the delivery of Treasury Management Services, signing additional documentation necessary to implement the Treasury Management Services and giving Bank instructions with regard to any Treasury Management Service, including without limitation, wire transfers, ACH transfers, and any other electronic or paper transfers from or to any account Customer may maintain with Bank. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Treasury Management Services. In such cases, documentation necessary to implement or amend such Services shall be signed by a Treasury Management Signer. Customer further acknowledges and agrees that Bank may implement or amend Services based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that it believes in good faith to have been received from a Treasury Management Signer. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Treasury Management Signers.

MONEY CENTER AND SAFEKEEPING SERVICES:

7. Any one (1) of the persons referenced in Appendix M (individually, a "Money Center Signer") are each authorized and empowered in the name of and on behalf of the Customer to transact any and all depository and investment business through the Bank's Money Center division (the "Money Center") and any securities custodial business through the Bank's Safekeeping Department (the "Safekeeping Department"), which such person may at any time deem to be advisable, including, without limiting the generality of the foregoing, selecting any services that may from time to time be offered by the Money Center or the Safekeeping Department (collectively referred to herein as "Money Center Services" and "Safekeeping Services", respectively), appointing additional Money Center Signers or agents to act on behalf of Customer with respect to Money Center Services and Safekeeping Services, signing additional documentation necessary to implement the Money Center Services and Safekeeping Services and giving Bank instructions with regard to any Money Center Service and Safekeeping Service. Customer has received and reviewed the Services Agreement and may use one or more of the Money Center Services or Safekeeping Services from time to time. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Money Center Services or Safekeeping Services. In those cases, the required documentation shall be signed by a Money Center Signer. Customer further acknowledges and agrees that Bank may take any action with respect to any Money Center Services or Safekeeping Services requested by a Money Center Signer based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that Bank believes in good faith to have been received from a Money Center Signer. Any one of the Money Center Signers is also authorized to execute any documentation that Bank may require to add or delete Money Center Signers.

FOREIGN EXCHANGE:

8. Bank is authorized by Customer to enter into foreign exchange transactions. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the foreign exchange services provided by Bank. Customer agrees to provide Bank with a copy of documents requested by Bank.

FOREIGN CURRENCY ACCOUNTS:

9. Bank is hereby designated as Customer's banking depository for one or more Foreign Currency Account(s) (the "Foreign Account(s)"). Any one (1) of the persons whose names and signatures appear in Appendix C (individually, a "Foreign Currency Account Signer") are hereby authorized to open, add, modify, or close any Foreign Account(s) in the name of Customer or its subsidiaries or affiliates and to make, on behalf of Customer, orders for payment or transfer of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same. Customer hereby expressly authorizes and directs Bank to accept written and oral instructions any payment orders, by telephone or otherwise, consistent with the Services Agreement. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the Foreign Accounts. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Foreign Currency Account Signers.

OTHER SERVICES:

10. A Contract Signer is authorized and empowered on behalf of Customer to transact any and all other depository and investment business with and through Bank, and, in reference to any such business, to make any and all agreements and to execute and deliver to Bank any and all contracts and other writings which such person may deem to be necessary or desirable.

GENERAL:

11. All Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers (whether designated in this MSA or in a prior document [for example, a Certificate of Authority or a Treasury Management Services Agreement] executed by Customer) will remain in place until Bank receives written notice of any change and has a reasonable time to act upon Customer's written notice.

12. Any and all transactions by or in behalf of Customer with the Bank prior to the adoption of this MSA (whether involving deposits, withdrawals, Treasury Management Services, or otherwise) are in all respects ratified, approved and confirmed.

13. Customer agrees to furnish Bank with the names and signatures (either actual or any form or forms of facsimile or mechanical signatures adopted by the person authorized to sign) of the persons who presently are Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers. Bank shall be indemnified and saved harmless by Customer from any claims, demands, expenses, loss or damage resulting from or growing out of honoring or relying on the signature or other authority (whether or not properly used and, in the case of any facsimile signature, regardless of when or by whom or by what means such signature may have been made or affixed) of any officer or person whose name and signature was so certified, or refusing to honor any signature or authority not so certified.



ATTACHMENT 2

Master Services Agreement (Governmental Entities)

Each of the undersigned (individually and collectively, the "Contract Signers") certifies that, based on his or her review of Customer's books and records, Customer has, and at the time of adoption of this MSA had, full power and lawful authority to adopt the MSA and to confer the powers herein granted to the persons named, and that such persons have full power and authority to exercise the same.

Each of the Contract Signers further certifies that he or she has the full power and lawful authority to execute this MSA on behalf of Customer, its subsidiaries and affiliates, or if applicable, as an agent for another entity who has entered into an agreement with Customer authorizing Customer to act on such entity's behalf.

Each of the Contract Signers further certifies that the Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers have been duly elected to and now hold the offices of Customer set opposite their respective names, and the signatures appearing opposite their names are the authentic, official signatures of the said signer.

The undersigned Contract Signers have executed this MSA as of the _____ day of _____, 20 ____.

Contract Signer
Signature: _____
Print Name: _____
Print Title: _____

Contract Signer
Signature: _____
Print Name: _____
Print Title: _____

Contract Signer
Signature: _____
Print Name: _____
Print Title: _____

Contract Signer
Signature: _____
Print Name: _____
Print Title: _____

Contract Signer
Signature: _____
Print Name: _____
Print Title: _____

Contract Signer
Signature: _____
Print Name: _____
Print Title: _____

Contract Signer
Signature: _____
Print Name: _____
Print Title: _____

Contract Signer
Signature: _____
Print Name: _____
Print Title: _____

For Internal Use Only:

Review _____ Validation Method _____ TL Review _____ Imaged _____



Appendix A ^{ATTACHMENT 2}

Account Signers

Customer Information

Customer Name: _____ Tax Identification Number: _____

Account Information

Account Name	Account Number	Tax Identification Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Authorized Account Signers

Name	Title	Specimen Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The Contract Signer listed below represents and warrants to the Bank that: (i) the signatures listed above are the true and authentic signatures of the Authorized Account Signer(s); (ii) that each Customer listed above has taken all action required by its respective organizational documents to appoint the Authorized Account Signer(s); and (iii) he/she is authorized to complete this Appendix A for each Customer listed above.

Contract Signer Signature: _____ Print Title: _____
Print Name: _____ Date: _____

For Internal Use Only:

Authorized Signers are related to the Master Services Agreement dated: _____

Review _____ Validation Method _____ TL Review _____ Imaged _____



U.S. Bank Services

Terms and Conditions

Thank you for choosing U.S. Bank Services. This document provides product information, disclosures and descriptions of the Global Treasury Management, Foreign Exchange, Money Center and Safekeeping Services ("Services") available at U.S. Bank. Other documents may become part of our Agreement depending on the Services selected. Please read all documents carefully; they will govern the Services provided to you, the Customer.

Customer shall not be bound by the terms and conditions for specific Services to the extent Customer is not using such Service(s).

U.S. Bank National Association
Member FDIC

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I. INTRODUCTION**1. Definitions.**

a. "Agent" means any director, officer, employee, representative, affiliate, third-party vendor or any other person acting on behalf of the Customer with the actual, implied or apparent authority of Customer. Bank may rely on any grant of authority until it receives written notice of its revocation and is given a reasonable amount of time to act upon such notice.

b. "Bank" means U.S. Bank National Association and each subsidiary or affiliate of U.S. Bank that provides Services to Customer.

c. "Business Day" means any day on which a majority of Bank's offices are open to the public for substantially all banking functions. Saturdays, Sundays, federal or state holidays or any day recognized by a Federal Reserve Bank as a holiday shall not be considered a Business Day, even if Bank's offices are in fact open.

d. "Customer" means the business entity and any parent company, subsidiary or affiliate for whom Bank provides a Service.

e. "Service" or "Services" means one or more global treasury management, foreign exchange, or money center and safekeeping services offered by Bank.

2. Other Agreements, Laws and Regulations. These terms and conditions and the Master Services Agreement (or existing Treasury Management Service Agreement or equivalent document executed by Customer) are collectively referred to herein as the "Agreement". The Services are provided to Customer subject to the following other documents, laws and regulations, which are hereby incorporated into and made part of this Agreement:

a. the set-up materials, user guides, and any supplement thereto required by Bank to implement a specific Service (referred to in the Agreement as the "Implementation Documents");

b. the most current fee and availability schedule and other fee disclosures provided to Customer, including account statements;

c. the provisions of the then current deposit account agreement and accompanying disclosures, which govern deposit accounts and other depository services;

d. the Uniform Commercial Code, as enacted in the State of Minnesota;

e. any applicable automated clearinghouse operating rules, including, without limitation, the National Automated Clearing House Association Operating Rules and Guidelines (the "NACHA Rules") and the rules promulgated by the Electronic Check Clearing House Organization (the "ECCCHO Rules"); and

f. federal, state and local laws and regulations applicable to Bank or Customer, including, without limitation, Regulation CC promulgated by the Board of Governors of the Federal Reserve System, 12 CFR Section 229.1, et seq. ("Regulation CC"), all Operating Circulars promulgated by the Board of Governors of the Federal Reserve System, and the regulations overseen by the Office of Foreign Assets Control ("OFAC").

3. Change of Terms. Bank may change the terms of this Agreement at any time upon reasonable written or electronic notice to Customer or by any other method permitted by law. Customer's continued use of the Services after the effective date of any change to the terms shall be deemed Customer's consent to the revised terms. Any other variations to this Agreement must be in writing and executed by Bank. In the event performance of the Services in accordance with the terms of this Agreement would result in violation of any present or future statute, regulation, government policy, or relevant clearing or central bank agreements or settlement systems to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation policy, agreement or systems, and Bank shall incur no liability to Customer as a result of such violation or amendment. No course of dealing between Bank and Customer will constitute a modification of this Agreement or constitute an agreement between the Bank and Customer regardless of whatever practices and procedures Bank and Customer may use.

4. No Third Party Beneficiaries/Third Party Claims. Services provided by Bank are for the sole and exclusive benefit of Customer, and no other persons or organizations shall have any of the rights and remedies arising under this Agreement. Customer agrees to indemnify, defend and hold Bank harmless from and against any and all claims, demands, expenses, losses, liabilities and damages of third parties of any nature whatsoever, including, without limitation, reasonable attorney fees and court costs at trial or appeal arising directly or indirectly from any Service delivered to Customer pursuant to this Agreement.

5. Images. Bank may create a microfilm, optical disk, or other electronic image of the Agreement or Implementation Document. Bank may store the electronic image of such Agreement and Implementation Document in its electronic form and then destroy the paper original as part of Bank's normal business practices, with the electronic image deemed to be an original.

6. Foreign Account Tax Compliance Act. If a payment made by either party under this Agreement is or could become subject to the U.S. Federal withholding tax imposed by Sections 1471 through 1474 of the Internal Revenue Code of 1986, as amended ("FATCA"), then (i) each party shall provide to the other party such information, and shall disclose to the applicable governmental authorities such information, as may be required in order for such party to comply with all applicable requirements of FATCA and to determine that the other party has complied with FATCA, and (ii) a party that fails to comply with FATCA shall indemnify the other party for all costs, damages, and liabilities arising out of such party's failure to comply with FATCA.

7. Disclaimer of Warranties. NOTICE: BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY, EITHER TO CUSTOMER OR TO ANY OTHER PARTY, WITH RESPECT TO THE SERVICES PROVIDED BY BANK OR ITS AGENTS OR WITH RESPECT TO SOFTWARE PRODUCTS PROVIDED OR MADE AVAILABLE TO THE CUSTOMER FOR ITS USE BY BANK IN CONNECTION WITH THIS AGREEMENT AND ANY SERVICE.

II. TERMS APPLICABLE TO ALL GLOBAL TREASURY MANAGEMENT, FOREIGN EXCHANGE AND MONEY CENTER AND SAFEKEEPING SERVICES

1. Services. Bank may provide Services that are not specifically included in the Services section of this Agreement. By accepting and using any Service, Customer agrees that the Service will be governed by this Agreement and any other conditions communicated to Customer by Bank. Certain Services included in this Agreement may not be available or may not be provided in certain market areas.

2. Proprietary Information. Customer acknowledges that this Agreement, all related documentation and computer programs and systems used in providing Services, and all information related thereto constitute proprietary property of Bank that is of great commercial value. Customer agrees that it shall not acquire any proprietary interest or rights therein as a result of its use of the Services and shall keep all such proprietary information strictly confidential.

3. Representations and Warranties. Customer and Bank each represent and warrant to the other, as of the date this Agreement is entered into and at the time any Service is used or performed, that: (a) it is validly existing and in good standing under the laws of the jurisdiction of its organization; (b) it has all requisite power and authority to execute and deliver, and to perform its obligations under, this Agreement and each Service used or performed by it; (c) this Agreement has been duly authorized and executed by it and constitutes its legal, valid and binding obligation; (d) any consent or authorization of any governmental authority or third party required to be obtained by it in connection with this Agreement or any Service used or performed by it has been obtained; and (e) the Services received are for business use only and are not primarily for personal, family or household use. In addition, Customer represents and warrants to Bank that this Agreement will not violate: (i) any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on Customer; or (ii) the provisions of any agreement to which Customer is a party or is subject, or by which it, or its assets, is bound, or conflict with or constitute a default thereunder.

4. Financial Review. Bank's willingness to provide Services to Customer is dependent on the Customer's financial condition. Customer's financial condition is subject to review by Bank from time to time, and such reviews must be satisfactory to Bank in its sole discretion and opinion. Customer shall, upon request, provide to Bank any such information as Bank may require to perform any such review. Customer's failure to meet such standards or provide such information or assistance when requested shall constitute a breach of this Agreement and shall permit Bank to cease providing Services upon written notice to Customer.

5. Fees. Unless otherwise agreed by Bank in writing, Customer shall pay Bank the fees, charges and assessments set forth for the Services provided in the most current fee schedules and other fee disclosures provided to Customer (including account statements), plus additional fees and expenses for extraordinary Services. The price schedule for each Service shall be deemed accepted by Customer upon provision of the Service to Customer. In addition, Customer shall pay Bank the amount of any taxes levied or leased on fees charged pursuant to this Agreement, including, without limitation, federal, state, or local privilege excise or sales taxes based on gross revenue, any taxes or amount in lieu thereof paid or payable by Bank, excluding Bank's income taxes and any assessments charged to Bank directly as a result of providing the Services. Bank may change the amount or type of service charges from time to time. Fees for Services used by Customer may be charged in full to Customer's account(s) or may be offset through account analysis by applying earnings credit to Customer's service charges to determine a single monthly net service charge. The applicable earnings credit rate is established by the Bank and will change from time to time without advance notice to Customer. Customer's net service charge could be zero if such earnings credit exceeds total charges in a given month. If Customer's earnings credit is insufficient to offset the amount due hereunder, Customer agrees to pay such amount to Bank upon demand. Customer authorizes Bank to debit Customer's account(s) with Bank for any and all fees, expenses or other charges owed by Customer to Bank under this Agreement.

6. Deposit Accounts. Most Services require that Customer maintain one or more deposit accounts with Bank. All checks, wire transfers, ACH payments and other items deposited into such accounts are provisionally credited and taken subject to later verification by Bank and Bank's receipt of final settlement. Deposited items that are deposited and later returned unpaid will be charged against the account without prior notice. Customer agrees to pay Bank for any overdraft or overpayment in any of Customer's accounts. Customer authorizes Bank to charge any account Customer maintains with Bank for any amount remaining due under this section.

7. Security Interest. Customer grants to Bank a consensual possessory security interest in Customer's deposit accounts maintained with Bank and the funds held therein to secure payment of all of Customer's obligations under this Agreement.

8. Accuracy and Timeliness of Information. Bank will use reasonable efforts to provide the information requested through the Services in a prompt fashion, but shall not be liable for temporary failure to provide timely information. In such event, Customer shall be responsible for carrying out banking business through alternative delivery channels. Bank shall not be liable for any inaccurate or incomplete information with respect to transactions which have not been completely processed or posted to Bank's systems prior to being made available pursuant to the Services.

9. Authorized Signers and Users. Customer shall appoint certain Authorized Signer(s) in the U.S. Bank Master Services Agreement or in such other format or document as may be agreed by Bank. Customer agrees that Authorized Signers shall be authorized to act on behalf of Customer in all actions taken under this Agreement and may enter into all transactions contemplated in this Agreement, including, without limitation, selecting Services for the benefit of Customer, appointing initial system administrator(s), and signing additional documentation that may be necessary to implement Services and giving instructions with regard to any Service, including, without limitation, wire transfers, ACH transfers and other electronic or paper transfers from or to any account Customer maintains with Bank. The Authorized Signer(s) or Customer's designated system administrator(s) shall appoint Agents to use the Services provided for the benefit of Customer ("Authorized Users"). Authorized Users may act on behalf of Customer for a particular Service in accordance with the relevant Implementation Documents or other document(s) establishing the Authorized Users' responsibilities, or in accordance with the authority granted by Customer. Customer may revoke the authority of or change the Authorized Signers at any time upon prior written notice and execution of additional documentation required by Bank. Such change or revocation shall not be binding upon Bank until it has received the required written notice and has had a reasonable opportunity to act thereon. In any event, Bank may act on instructions that it believes in good faith were provided by an Authorized Signer or Authorized User, or anyone purporting to be an Authorized Signer or Authorized User.

10. Forms Approval and Service Implementation. Bank reserves the right to approve the form of Customer's checks, drafts, deposit slips and similar documentation. Prior to initiating a new account or Service, or at any other necessary time, Customer agrees to provide all information and conduct any test that Bank may reasonably request, including, without limitation, completing Implementation Documents, signature cards, corporate resolutions and other documents and assessing test tapes and transmissions. Customer acknowledges that Services will not commence or continue until such time as an approved item or test is provided to Bank and determined by Bank to be satisfactory. Customer shall be responsible for initial product installation, whether or not Bank provides telephone or on-site installation support.

11. Security Procedures.

a. Introduction. Bank and Customer shall agree to one or more security procedures that must be used in connection with certain Service(s). Customer acknowledges and agrees that it has been informed of and understands Bank's security procedures and that such security procedures are commercially reasonable. Customer agrees to be bound by any payment order, transaction or service change order that is acted upon by Bank in accordance with such security procedure. Customer understands that the security procedures are not for the purpose of detecting errors in the transmission or content of information controlled

by Customer. If Customer selects certain security procedures to use in connection with a Service and those security procedures provide less protection against unauthorized transactions or activity than other security procedures offered by Bank in connection with such Service, the security procedures selected by Customer shall be deemed commercially reasonable to the same extent as the security procedures offered by Bank that provide greater protection. Bank reserves the right to issue new security procedures and/or to cancel or change any security procedures by giving verbal or written notice to Customer. Bank also reserves the right to periodically audit Customer's security procedures and information technology processes, and to mandate controls or suspend Services until Customer complies with such security procedures.

b. Access. Customer shall be solely responsible for designating individuals authorized to access Services. Access to Services will be controlled through the use of user IDs, personal identification numbers, passwords, digital certificates/signatures, private keys or other security devices ("Codes"). Customer is solely responsible for maintaining its own internal security and agrees to use the utmost care in selecting any company or individual given access to use one or more of the Services. Codes that are assigned to individual Authorized Users shall not be shared with any other person, including other Authorized Users and Customer shall not disclose any information regarding the Services that an unauthorized user would find helpful to obtain access to all or part of any Service. Customer assumes all risk of accidental disclosure or inadvertent use of any Codes by any party, whether such disclosure or use is on account of Customer's negligent or deliberate acts or otherwise. If Customer or its Agents has reason to believe that any security procedures or Codes have or may become known by unauthorized persons (whether or not employed by Customer) or if Customer believes its network or computer systems have been compromised or its computers infected, Customer shall immediately notify Bank by telephone and confirm such verbal notification in writing to Bank within 24 hours. Bank will replace the security procedures and/or Codes in accordance with Bank's procedures. Customer shall be solely responsible for funds transfer instructions and other communications or transactions initiated before Bank received Customer's notice and had a reasonable time to act on such notice. Customer agrees to defend and indemnify Bank against any claims, losses, damages, costs, expenses, fines and other liabilities arising out of Customer's failure to maintain the security and confidentiality of the Codes or arising out of the unlawful use of any website or portal by Customer or any person who obtains access to a website or portal using the Codes.

c. Confidentiality. Customer and Bank represent, warrant and mutually agree that all confidential information concerning the other party or parties that comes into its possession in connection with any of the Services will be maintained in strictest confidence and shall not be used or divulged to any other party except as may be necessary or advisable for the due performance of any of the Services or as required by applicable law. Bank shall maintain physical, electronic, and procedural safeguards to keep Customer's confidential information secure. Customer's obligation to maintain the confidentiality of all security procedures shall survive the termination of any Service or this Agreement. Customer acknowledges that certain Services may involve the handling of confidential consumer information that may be subject to privacy laws and regulations, including unauthorized access or breach notification regulations. Customer agrees to notify Bank immediately if Customer sends or receives protected health information that requires the execution of a business associate agreement.

d. Verbal or Written Instructions. For some Services, Bank may choose to honor Customer's request to give Bank verbal or written instructions regarding the Services. Customer agrees that Bank may in good faith rely on such verbal or written instructions that purport to come from an authorized Agent of the Customer without independent verification by Bank.

e. Fraud prevention measures. Bank offers certain products and Services such as Positive Pay and account blocks or filters that are designed to detect or deter fraud. Failure to use such Services could substantially increase the likelihood of fraud. If Customer fails to implement any of these products or Services, or if Customer fails to follow these or other precautions reasonable for its particular circumstances, Customer agrees: (i) it will be precluded from asserting

any claims against Bank for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, Service, or precaution was designed to detect or deter; (ii) Bank will not be required to re-credit Customer's account or otherwise have any liability for paying such items; and (iii) Customer will pay all costs and expenses incurred by Bank for all efforts undertaken by Bank to recover any losses incurred by Customer.

12. Unsecured Electronic Transmissions and Instructions. Bank shall transmit to Customer information related to Services via secure electronic transmissions. If Customer elects to send or receive instructions or reports from Bank via unsecured electronic means, including, without limitation, facsimile transmission, voice mail, unsecured e-mail, pager or other unsecured electronic or telephonic methods ("Electronic Transmission"), Customer acknowledges that such Electronic Transmissions are an inherently insecure communication method due to the possibility of error, delay and observation or receipt by unauthorized personnel. Bank may rely in good faith on Customer's instructions regarding how and to what number or e-mail address Electronic Transmissions should be sent and may rely on any Electronic Transmission that it reasonably believes to have been initiated by the Customer. Should Customer elect to send or receive unsecured Electronic Transmissions to or from Bank, Customer assumes all risks, and Bank shall not be liable for any loss, that results from the nonreceipt, disclosure, alteration or unauthorized access of any such unsecured Electronic Transmission.

13. Account Blocks and Filters. ACH debit blocks and check blocks prevent ACH debits and checks from posting to Customer's account. ACH filters and check filters enable Customer to set various criteria to authorize certain transactions to post to Customer's account while excluding others. If an ACH debit or check filter is established by Customer, any ACH debit entry or check presented that does not specifically meet the criteria will be dishonored or sent back to the originator of the transaction. Customer acknowledges that the effectiveness of the filters is dependent on the accuracy and timeliness of the information provided by Customer. In addition, certain ACH transactions such as returns or adjustments cannot be blocked per NACHA Rules. If Customer desires to modify a block or filter setting, Customer shall notify Bank at least 72 hours in advance of the changes taking effect.

14. Computer Equipment and Software. Many Services require the use of computer hardware and software or other equipment. Customer is responsible for maintaining its computer and equipment (including those provided by or through Bank for use with Services) in good working order. Customer shall ensure that computers and other equipment have the necessary compatibility and format to interface with Bank's systems, including, without limitation, the ability to support the Bank's security procedures. Customer agrees to install upgrades and other system enhancements within a reasonable time after being requested to do so by Bank. License agreements for necessary software shall either be embedded in the software or separately documented. Customer agrees to comply with all applicable software license agreements, whether or not such agreements have been executed by Customer. Customer has no rights or ownership in any software provided by or through Bank and shall not transfer, copy, alter, modify, reverse engineer, reproduce, or convey in any manner, in whole or in part, any such software. Customer shall return all software and user manuals associated with any software upon request. Bank makes no representations or warranties with respect to any equipment or software provided by Bank.

15. Transactions on Non-Business Days/Cutoff Times. Transactions, deposits, payment orders, entries or other requests by Customer received by Bank on a non-Business Day or after established cutoff deadlines may be treated by Bank as received on the next Business Day. Bank may change any cutoff time or other deadline at any time. Bank will make a reasonable effort to notify Customer of any changes in advance.

16. Customer-initiated Transactions and Instructions. Bank will honor Customer's transactions and instructions (including adjustments, amendments and cancellations) only when Customer has complied with this Agreement and related policies and procedures. Bank will be under no obligation to honor, either in whole or in part, any transaction or instruction that:

- a. exceeds Customer's collected or available funds on deposit with Bank;
- b. Bank has reason to believe may not be authorized by Customer;
- c. involves funds subject to a hold, dispute or legal process preventing their withdrawal;
- d. violates any provision of any applicable regulation of the Federal Reserve Bank or any other federal, state or local regulatory authority; or
- e. Bank has reasonable cause not to honor, for the protection of either Bank or Customer.

17. Inconsistent Name and Account Number. If Customer or third party acting on Customer's instruction initiates a fund transfer instruction or payment order ("Payment Order") to Bank that describes the person to receive the proceeds of such Payment Order (the "Beneficiary"), the Beneficiary's bank, or an intermediary bank by name and an account or other identifying number, Bank and subsequent parties to the Payment Order may rely on and act solely on the basis of such number, even though the name and number do not agree and even though Bank and subsequent parties know or have reason to know of the inconsistency. Customer's obligation to pay the amount of the Payment Order to Bank is not excused in such circumstances. With respect to incoming Payment Orders that do not include an account number recognizable to Bank, Bank may return the Payment Order to the sending financial institution without incurring any liability to Customer.

18. Intercompany Services/Authority to Transfer or Commingle Funds. In the event that Customer requests Bank to provide Services to a parent company, subsidiary, affiliate, or other commonly owned Company, Customer agrees that it shall be jointly and severally liable for such Company's obligations under this Agreement. Customer hereby represents and warrants to Bank that any and all transfers and commingling of funds required or permitted by any Service or requested by Customer, and all other aspects of the performance hereby by Bank and Customer, have been duly authorized by all necessary parties, including, without limitation, the account holder of each account, and that Customer has obtained and shall maintain in its regular business records and make available to Bank upon reasonable demand, for a period of seven (7) years after termination of the Service, adequate documentary evidence of such authorization from the account holder of each account, executed by the duly authorized officer(s) of each such account holder in accordance with that account holder's bylaws and/or board resolutions. Customer further represents and warrants that each transfer or commingling of funds authorized hereunder is not in violation of any agreement, bylaw or board resolution of Customer or any of its affiliates or subsidiaries, nor is it in violation of any applicable federal, state, local law, regulation, of any decree, judgment, order of any judicial or administrative authority. Each representation and warranty contained herein shall be continuing and shall be deemed to be repeated upon Bank's effecting each transfer and commingling of funds authorized hereunder.

19. Customer Records. This Agreement and the performance of Services by Bank shall not relieve Customer of any obligation imposed by law, clearinghouse rules (including the NACHA Rules and ECCHO Rules), or by contract regarding the maintenance of records or from employing adequate audit, accounting and review practices as are customarily followed by similar businesses. In addition, Customer shall retain and provide to Bank, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or entry for thirty (30) days following receipt by Bank of the deposit, file, entry, transmission or other order affecting an account.

20. Account Communications and Review Period. Customer agrees to regularly and promptly review and verify all statements, reports, check payment records, wire transfer instructions, confirmations, adjustments, charges, and other transactions ("Account Communications"). Customer may receive or access Account Communications electronically, including without limitation, delivery by posting to a password protected Web site or database. Customer acknowledges that Account Communications provided by Bank through electronic delivery is deemed to constitute good and effective delivery when posted by Bank, regardless of whether Customer actually or timely receives or accesses the Account Communications. Unless a different review period is specified elsewhere in this Agreement, Customer shall, within a reasonable time, which in no

event shall be greater than thirty (30) calendar days following the day Bank first mails, electronically transmits or otherwise makes data available to Customer ("Review Period"), notify Bank of any error or discrepancy between Customer's records and any Bank notice or statement, or any transaction or transfer Customer believes was not authorized. If Customer fails to notify Bank of such unauthorized transaction within the Review Period, Customer agrees that the failure to report any such errors or unauthorized transactions shall relieve Bank of any liability for the unreported erroneous or unauthorized transaction. In accordance with NACHA Rules, Customer must report an unauthorized ACH debit entry to the Customer's account by the established deadline on the Business Day following the settlement date of the unauthorized entry. Otherwise, Customer's sole recourse is to the originator of the transaction.

21. Monitoring and Recording Communications. Customer acknowledges and agrees that Bank, or anyone acting on Bank's behalf, may monitor and/or record any communication between Customer, or its Agent, and Bank, or anyone acting on Bank's behalf, for quality control and other purposes. Customer also acknowledges and agrees that this monitoring or recording may be done without any further notice to Customer or its Agent. The communication that may be monitored or recorded includes telephone calls, cellular or mobile phone calls, electronic mail messages, text messages, instant or live chat, or any other communications in any form.

22. Limitation of Bank's Liability for Services. Customer acknowledges that Bank's fees for Services are very small in relation to the amounts of transfers initiated through these Services and consequently Bank's willingness to provide such Services is based on the liability limitations contained in this Agreement. In addition to greater limitations on Bank's liability that may be provided elsewhere in this Agreement, Bank's liability related to any Service shall be limited exclusively to actual proven damages arising directly from its own gross negligence or willful misconduct. Bank will not, under any circumstances, be liable for any special, incidental, indirect, consequential, punitive or similar losses or damages, whether or not the likelihood of such losses or damages was known by either party at the time Customer first obtains Services from Bank or at the time any instruction or order is given to a Bank pursuant to any Service, and whether such losses or damages arise from tort, contract or otherwise. Bank's maximum liability for any loss of interest shall be calculated using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. Notwithstanding the foregoing, Bank shall not be liable for any losses or damages caused, in whole or in part, by the action or inaction of Customer, or any Agent or employee of Customer, whether or not such action or inaction constitutes negligence or a breach of this Agreement. Bank shall not be liable for any damage, cost, loss, liability or delay caused by a force majeure event, including but not limited to, accident, strike, labor dispute, fire, flood, war, riot, terrorist act, government restrictions, exchange or market rulings, extraordinary market volatility, suspension of trading, equipment breakdown, electrical, telephone, Internet, or mechanical failures, acts of nature, any cause which is attributable to a third party, or any other cause or event that was beyond Bank's reasonable control. Customer agrees that the fees charged for the performance of the Services shall be deemed to have been established in contemplation of these liability limitations.

23. Dispute Resolution.

a. Governing Law. Except as otherwise provided herein, this Agreement shall be governed by the laws of the State of Minnesota, without regard to conflicts of law principles.

b. Jury Trial Waiver. To the fullest extent permitted by law, Bank and Customer hereby agree to waive trial by jury in any judicial proceeding involving, directly or indirectly, any matter (whether in tort, contract or otherwise) in any way arising out of, related to or connected with these Services or this Agreement. Bank and Customer represent and warrant to each other that this jury trial waiver is knowingly, willingly and voluntarily given.

c. Jurisdiction and Venue. Customer consents to the jurisdiction of the courts of the State of Minnesota, waives any argument that such venue is inconvenient and agrees to bring litigation commenced in connection

with this Agreement in either the District Court of Hennepin County or the United States District Court, District of Minnesota, Fourth Division.

d. Collection Costs. Should Bank have to undertake any action to recover any amount due under this Agreement for the Services, including, without limitation, fees, overdrafts or overpayment, Customer will be liable to Bank for the cost of such effort, plus reasonable attorney fees.

e. Adverse Claims. If Bank receives an adverse claim against any account, and Bank reasonably believes that it will not be protected if the claim is ignored, Customer agrees that Bank may place a hold on the affected account. Any such hold will remain in place only so long as reasonably necessary to resolve the claim or employ legal remedies to allow a court to decide such claim. Assuming compliance with this section, Bank shall have no liability for dishonored transactions due to the hold, and Customer agrees to reimburse Bank all costs, including reasonable attorney fees, incurred due to such adverse claim.

24. Necessary Third Party Service Providers.

a. Third Party Networks. Some Services are provided by Bank through access to a third party network. Such Services are dependent upon the availability of the third party network on conditions acceptable to Bank. Bank reserves the right to discontinue the Service or provide the Service through an alternative third party network and shall have no liability should such network become unavailable. Bank does not warrant and shall not be responsible for Services received by Customer from any third party network.

b. Third Party Vendors. Some Services and/or computer equipment and software are provided to Customer by a third party vendor selected by Customer who is unaffiliated with Bank. In those cases, the third party vendor is acting as Customer's Agent rather than an agent of Bank, and Customer agrees to be bound by such third party's acts or omissions. Bank does not warrant and shall not be responsible for Services provided by unaffiliated third party vendors. Customer authorizes Bank to disclose to any third party vendor of Customer or Bank information concerning Customer to the extent required to deliver the requested Service. Customer acknowledges that Bank's third party vendors may perform certain services offshore.

25. Notices. All written notices to Bank shall be delivered or mailed to the address designated by Bank. Notices, including but not limited to, Account Communications sent to Customer shall be delivered or mailed to Customer's current lead account address or other known address if deemed more appropriate by Bank under the circumstances. Notices may be delivered to some Customers in electronic format, including posting to Bank's Web site, if requested or appropriate.

26. Severability. To the extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be held to be invalid, illegal or unenforceable, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without rendering invalid, illegal or unenforceable the remainder of any such provision or the remaining provisions of this Agreement.

27. Waiver. A waiver by Bank or Customer of any term or provision shall not be construed as a waiver of such term or provision at any other time, or of any other term or provision. Bank's waiver of the enforcement of any of the terms of this Agreement with respect to any transaction or series of transactions will not affect Bank's right to enforce any of its rights with respect to other Customers or to enforce any of its rights with respect to later transactions with Customer.

28. Assignment. In addition to section 24 above, Bank may at any time assign or delegate its rights and duties under this Agreement. Customer may not assign or transfer its rights or obligations hereunder to any other person or entity without Bank's written consent, whose consent shall not be unreasonably withheld.

29. Termination. Any Services may be terminated by either party upon 30 days' prior written notice to the other. Bank may also terminate or suspend any Services immediately without notice to Customer if any of the following occurs: (a) Customer becomes insolvent or files, or has filed against it, any bankruptcy or other insolvency, reorganization, liquidation or dissolution proceeding of any kind; (b) a material adverse

change occurs in Customer's business or financial condition; (c) Bank has reason to believe that Customer has engaged in fraudulent or illegal activity; (d) Customer fails to maintain balances in accounts sufficient to cover overdrafts; (e) Customer violates, or is in default under, the terms of this Agreement or any other agreement with Bank; (f) Customer fails to comply with security procedures or fails to provide financial information reasonably requested by Bank; (g) Bank determines it is impractical or illegal to provide any Services because of changes in laws, regulations or rules; (h) Bank, in good faith, is unable to satisfy itself that any Services have been properly authorized by Customer; or (i) Bank, in good faith, deems itself insecure. Notwithstanding any termination, the terms of this Agreement shall apply to all transactions which have been initiated prior to termination.

III. TERMS APPLICABLE TO ALL INTERNET-BASED SERVICES

1. Introduction. Bank offers a number of Services over the Internet. If requested by Customer and agreed to by Bank, Bank will grant Customer access to one or more of Bank's Internet Services in the manner established by Bank. Customer agrees that its use of Services from time to time offered by Bank via the Internet (collectively, the "Internet Services") shall be governed by:

- (i) this Section and all other relevant sections of this Agreement, including, without limitation, sections governing the specific Services that are offered online;
- (ii) the other agreements, laws and regulations described in Section I.2. of this Agreement; and
- (iii) the applicable Terms of Use, as defined in Section III.2. below.

2. Terms of Use. Bank may post terms or rules of use ("Terms of Use") governing Customer's use of the Internet Services on Bank's Web site(s) for accessing such Services. Such Terms of Use shall supplement and amend the terms set forth in this section. In the event of a conflict between the Terms of Use and the rules set forth in this Agreement, the Terms of Use shall govern. Customer's initial use of an Internet Service shall constitute an acceptance of the Terms of Use posted on the Web site. Bank may change the Terms of Use for any Internet Service at any time by posting notice of such change via an alert or message on a broadcast or message page of the Web site ("Broadcast Message"). All changes shall have an effective date. Customer's use of the Internet Service after the effective date of any such change shall constitute an acceptance of the revised Terms of Use by Customer. Customer is responsible for establishing an internal procedure for reviewing the Broadcast Message page on a regular basis to obtain timely notice of changes to the Terms of Use. In the event that a specific Internet Service does not have Broadcast Message capability, Customer will be notified of any changes in accordance with section II.25 hereof. Neither Bank nor Customer will contest the validity, enforceability, or admissibility of hard copy printouts of the Terms of Use for any Web site or notices of changes to such Terms of Use provided in accordance with this section. Copies of such Terms of Use or notices, if introduced as evidence in tangible form in any judicial or administrative proceeding, will be admissible to the same extent and under the same conditions as other business records originated and maintained in documentary form.

3. Security Procedures. Customer agrees to use the Internet Services in accordance with the security procedures established by Bank. Bank reserves the right to reject any transaction or Service request that is not made in accordance with these procedures. Customer shall at all times use a Web browser that supports the level of encryption used by Bank as part of its security procedures. Due to emerging technologies and ensuing changes in security practices, Bank reserves the right to supplement or change its security procedures from time to time upon reasonable notice to Customer. Customer acknowledges and agrees that, notwithstanding anything to the contrary set forth in the Agreement, in matters of security, reasonable notice may be less than a day's notice or even, in some cases, notice after the fact. Customer is solely responsible for maintaining a secure work environment to ensure against the use of Internet Services by unauthorized individuals. Security procedures to be followed by Customer include, without limitation, informing Authorized Users that any passwords should not be shared and to secure physical access to the terminals used for Internet Services when an Authorized User has logged in to an application or system.

4. System Administrator. Customer shall designate one or more System Administrator(s). The System Administrator shall be responsible for setting up Internet Services and for establishing internal security procedures related to such Internet Services, which may be made available through applications or systems offered by Bank, including, without limitation, accepting delivery of software, system-wide configuration of Bank accounts, appointing Authorized Users, establishing authority levels, authorization requirements and payment limits, and distributing and re-setting IDs, passwords and other internal security devices related to the Internet Services. Company represents and warrants to Bank that any actions taken by the System Administrator in relation to the Internet Services including, without limitation, the

appointment of Authorized Users and the access and privileges granted to such Authorized Users, are duly authorized by Company.

5. Other Customer Responsibilities.

a. Equipment and Software. Customer is responsible for obtaining (from Bank, in some instances), installing and maintaining the computer and communications equipment (including, without limitation, personal computers and modems), software, Web browsers, Internet access and communications services necessary to access and use the Internet Services in accordance with this Agreement.

b. Use of Internet Services. Customer shall use its access to Internet Services and Web sites operated by or on behalf of Bank only to conduct its business through or with Bank and agrees to limit access to those Agents who require access to Internet Services.

c. Antivirus Protection. Customer agrees to run antivirus software before transmitting data to or through any Web site. Customer may use any commercially available, industry recognized antivirus software of the type that detects and disinfects viruses automatically, without the need for the Customer to execute virus scanning for each file manually. Customer shall update its antivirus software on a regular basis and in no event less often than once every week.

d. Anti-malware Protection. Bank may offer complimentary anti-malware software for use with certain Services that is designed to detect, deter or destroy different types of malware. Failure to install anti-malware software offered by Bank could substantially increase the likelihood of fraud and other losses. If Customer fails to install software offered by Bank, Customer agrees it will be precluded from asserting claims against Bank for any losses caused by malware which such software would have detected, deterred or destroyed. Bank will not be required to re-credit Customer's account or otherwise have any liability for such losses.

e. Network Security. Customer agrees to install and utilize current industry-standard network security for its information technology systems that access Services via the Web. Network security protection includes, but is not limited to, firewalls and intrusion detection systems. For certain Services, Bank may require Customer maintain specific network security protection in order to access the Services.

6. Disclaimer of Warranties. NOTICE: BANK PROVIDES ALL INTERNET SERVICES ON AN "AS IS," "AS AVAILABLE" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE INTERNET SERVICES OR THE CONTENT OR SECURITY OF ANY WEB SITE. BANK DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, BANK DOES NOT WARRANT THAT THE OPERATION OF ANY WEB SITE WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER IS RESPONSIBLE FOR TAKING APPROPRIATE PRECAUTIONS AGAINST DAMAGE TO ITS OPERATIONS WHICH COULD BE CAUSED BY INTERRUPTIONS OR MALFUNCTIONS OF ANY WEB SITE AND ASSUMES THE RISK OF SUCH OCCURRENCES.

IV. TERMS APPLICABLE TO SPECIFIC GLOBAL TREASURY MANAGEMENT SERVICES

The following are additional terms and conditions applicable to specific Treasury Management Services offered by Bank. Bank may change the number or type of Services offered at any time. Customer shall not be bound by the terms and conditions for the specific Services described in Sections IV, V and VI of this Agreement to the extent Customer is not using such Service(s).

A. E-PAYMENT SERVICE

Customer may select the E-Payment Service that would allow its customers ("Payers") to make convenient payments to Customer through the Internet, an Integrated Voice Response (IVR) system, a 'live' call center, a bill payment kiosk, or a walk-in cash payment channel. In addition, Customer may distribute electronic invoices, bills or statements to Payers who can pay such invoices, bills or statements via multiple payment channels accessible through the E-Payment Service. Customer agrees that this Service shall be governed by this Section and all other relevant sections of this Agreement.

1. Internet.

a. "Customer Payment Site" means the interactive Internet payment site hosted by Bank where Payers may make payments to Customer over the Internet. Bank will configure, implement, host and support the Customer Payment Site. If Customer provides the content for the Customer Payment Site, Customer agrees to indemnify and hold Bank harmless for any content that violates applicable law or payment network rules.

b. Customer License. Bank shall have the right and license to use Customer's name, trademarks, service marks, copyrights and logos and other textual information in connection with the Customer Payment Site solely for the purposes contemplated herein.

c. "Administrative Website" means the interactive Internet site hosted by Bank where Customer may access reports, initiate payments on behalf of Payers, or initiate refunds. Bank will configure, implement, host and support the Administrative Website. Customer shall be solely responsible for setting up Authorized Users, access entitlements and internal controls within the Administrative Website.

d. Links. Customer shall provide and maintain a secure link on its Web site to the Customer Payment Site. Customer shall be responsible for ensuring that the link to the Customer Payment Site takes Payer to the appropriate area within the Customer Payment Site. Customer shall be responsible for providing the agreed-upon data concerning Payer in a manner that meets Bank's encryption or security methods during the exchange. Customer and Bank agree to use industry-standard security procedures and technology to ensure the security of the Customer's Web site and the Customer Payment Site and to prevent data theft or unauthorized access.

e. Payer Authentication. Depending on the applicable payment processing channel, Customer shall be responsible for verifying the identity of each Payer prior to the time Payer is linked to the Customer Payment Site. Customer agrees that Payers shall not be granted access to the Customer Payment Site link until Customer has verified the identity of each Payer using a commercially reasonable fraud detection system. For every Payer that accesses the Customer Payment System, Bank may rely on Customer to have completed such verification.

2. Compliance with laws and regulations. Customer agrees to comply with all applicable laws, rules and regulations, including without limitation, those issued by: (i) the National Automated Clearing House Association; (ii) any governmental entity, including (without limitation) the requirements contained in the Electronic Fund Transfer Act, Regulation E, and the Electronic Signatures in Global and National Commerce Act; (iii) the American with Disabilities Act; and (iv) any other entity or association that issues or sponsors a payment device, including (without limitation) the requirements of the Payment Card Industry (PCI) Data Security Standard and any credit card association, including Visa and MasterCard. Customer further agrees to comply with all payment network regulations for ATM debit networks.

3. Integrated Voice Response (IVR). To make an automated payment via a touch-tone phone, Payers may access the IVR system by calling a toll-free number provided by Bank or Customer. Customer shall have previously submitted Payer registration data ("registration data") to Bank. In order to make a payment via the IVR system, Payers are required to input information that matches their user information submitted in the registration data.

4. Call Center. If this option is selected by Customer, Payers may make a payment by phone by calling a 24-hour call center and speaking to 'live' Bank personnel. Bank shall authenticate a Payer's identity in the manner specified by Customer, and agreed to by Bank, in the Implementation Documents. Customer acknowledges and agrees that the authentication of the Payer's identity in such manner shall constitute a commercially reasonable fraud detection system and Bank shall have no liability for all payments so authenticated.

5. Payer Authorization. If payment is made via the Internet, Payer will be prompted to authorize the payment and print a confirmation once Payer has reviewed the payment data and input the information necessary to complete the payment. If payment is made via the IVR or call center, the confirmation number will be read to Payer. Bank is not responsible for the detection of errors made by Payer or Customer and may rely on the information submitted or communicated by Payer or Customer.

6. Payment Processing. Payments shall be processed in the manner mutually agreed to between Bank and Customer, which may include ACH debit entries, debit cards, credit cards or other payment processing methods. Customer shall at all times be considered the originator of Payer's payment. Depending on the applicable payment processing channel, payment processing may also be subject to the terms of any other agreement between Bank and Customer and between Customer and the payment transaction processor supported by Bank. Payments may be initiated through the Customer Payment Site, IVR system or Administrative Terminal. Bank will notify Customer of the payments that were initiated either through the Administrative Terminal or by delivering a file in the manner set forth in the Implementation Documents. Customer acknowledges that all payments are subject to adjustment, return, reversal and/or chargeback in accordance with the rules governing the applicable payment processing channel. Customer agrees to be liable to Bank for any such adjustment, return, reversal or chargeback.

7. Recurring Payments. The E-Payment Service provides Customer with the ability to offer Payers the option of making fixed or variable recurring payments. If permitted by applicable regulations, Payers have the ability to initiate a payment that recurs semi-weekly, weekly, semi-monthly, monthly or quarterly. Payers must be pre-registered in order to initiate variable recurring payments.

8. Fees. In addition to Bank's standard fees, Customer agrees to pay additional fees and expenses for implementation of the E-Payment Service or other additional Services, if any, as may from time to time be disclosed to Customer by Bank. Customer also agrees to pay the applicable fees and expenses charged by the payment transaction processor supported by Bank, as set forth in Customer's agreement with such processor.

9. Convenience Fee.

a. If permitted by applicable regulations, the E-Payment Service offers a flexible convenience fee option that allows Customer or Bank to define and collect a convenience fee to be charged to Payers in connection with the payment transaction. Payers are provided with the opportunity to stop the payment process if they do not wish to pay the convenience fee.

b. If Customer desires to collect the convenience fee, Customer shall be responsible for ensuring that convenience fee assessments comply with the relevant laws, rules and regulations.

c. If agreed to by Bank and Customer, Bank may collect and retain the convenience fee. Customer agrees that Bank may, in its sole discretion, set, adjust, manage and collect the convenience fee as a means to wholly or partially offset Bank fees that may otherwise have been incurred by Customer. Bank's willingness to collect the convenience fee shall be based on Customer's projected payment volume, average ticket, type of transactions, or other considerations such as changes to

interchange fees and assessments. Bank may, in its sole discretion, establish or modify payment caps for sums paid by Payers. If the actual payment volume, average ticket or other considerations fail to meet Customer's stated projections or do not completely offset Bank fees, Customer agrees that Bank may, in its sole discretion, require Customer to wholly or partially reimburse Bank for any resulting shortfall in Bank fees.

10. Transaction Controls. Customer agrees to notify Bank of any material change or anticipated material change in daily dollar activity or type of transaction processing, and obtain Bank's consent to such change. Bank may, in its sole discretion, immediately upon written notice to Customer, place a maximum dollar limit on the E-Payment transactions or require Customer to provide reasonable security for Bank's continued handling of such transactions.

11. Bill Payment Kiosk. If selected by Customer and agreed to by Bank, Customers may deploy bill payment kiosks at their public locations to accept cash and card payments from Payers. Customer's kiosk payment data will be consolidated with their payment data from other E-Payment channels. While using the bill payment kiosk:

a. Customer is responsible for safeguarding the kiosk and agrees to hold harmless and indemnify Bank and its officers, agents and employees from and against any and all claims, losses, damages, liability, causes of action and costs (including but not limited to court costs and attorney's fees and disbursements), in any way relating to or arising out of the kiosk, including but not limited to bodily injury, property damage, damage to the kiosk, economic damages, fines and/or penalties. Customer agrees to protect the kiosk and its contents from damage, loss, or theft. Customer waives any rights of recovery against Bank arising from such loss, theft, damage, or destruction. Customer is solely responsible for providing security against theft at any kiosk location and Bank will have no liability to Customer in the event of theft or damage. Customer shall be responsible to physically inspect the kiosk at least weekly to insure that no tampering/skimming devices have been installed on the kiosk. Customer is responsible for any and all losses stemming from such occurrence.

b. Customer is solely responsible for ensuring that: (i) the location for the kiosk has adequate and uninterrupted power and broadband internet connectivity via ethernet or digital subscriber line; (ii) each network port for a kiosk has a public IP address; (iii) the location for the kiosk is secure and protected from weather and high or low temperatures beyond the design tolerances of the machine; and (iv) kiosk sites are free of old equipment, obstructions, and other material that may hinder proper placement of kiosk or end-user access to the kiosk.

c. Customer shall also be solely responsible for any site modifications and construction and for the removal of packaging and waste materials.

12. Walk-In Cash Payment Channel. If selected by Customer and agreed to by Bank, Customer may establish a walk-in cash payment channel wherein Payers may remit cash payments at any retail merchant location offering PayXchange services (the "PayXchange Merchant"), such cash payments to be credited to Customer's account at Bank. While using the Walk-In Cash Payment Channel:

a. Customer will receive an electronic message from Bank upon confirmation of a cash payment received by a PayXchange Merchant.

b. All cash payments received by the PayXchange Merchant will be sent via ACH to Customer's designated account at Bank.

c. Payers will be assessed a service fee by the PayXchange Merchant.

d. Customer acknowledges and agrees that Bank shall not be liable for any actions or inactions taken by any PayXchange Merchant and releases Bank for any and all claims related to any and all actions or inactions of any PayXchange Merchant.

13. Bill Presentment Services. If selected by Customer and agreed to by Bank, Customer may distribute electronic invoices, bills or statements to Payers who can pay such invoices, bills or statements via multiple payment channels accessible through the E-Payment Service. Customer represents and warrants that it will not include use or include any reference to untruncated credit card numbers, banking account

numbers, social security numbers or Personal Health Information (as defined in the Health Insurance Portability and Accountability Act of 1996) in any electronic invoice, bill or statement distributed via Bank's Bill Presentment Service. Customer shall indemnify and hold Bank harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly from Customer's breach of the representation or warranty contained in this paragraph. In addition, Bank makes no representation or warranty regarding, and assumes no responsibility with respect to, any services performed or promised by any third party (including, without limitation, any other bank or financial institution) in connection with Customer's use of the Bill Presentment Services.

B. INFORMATION REPORTING AND TRANSACTION SERVICES

Information reporting and transaction Services may be provided by Bank to Customer through SinglePoint®, Global Trade or other applications or systems as may be introduced by Bank ("System(s)"). The System may also be used by Customer to automate many of the Services offered by Bank and also may provide access to other Bank systems that initiate transactions. Customer agrees that such use of the System shall be governed by this Section and all other relevant sections of this Agreement.

1. Introduction. If requested by Customer and agreed to by Bank, Bank will grant access to Bank's System(s) in the manner agreed to by Bank. Customer agrees to be bound by any terms of use and license agreements associated with these Systems.

2. Information Reporting. Bank is authorized to store, process, transmit and make available through Bank's agencies and Systems and through third party data processing providers ("Providers") information regarding accounts designated by Customer. Bank or Providers will transmit to Customer information regarding its account(s) and/or other financial data through the System on a periodic basis. Customer may elect to receive data through one or more delivery mechanisms, including, without limitation, the Internet, facsimile, CD-Rom or secure e-mail or other data transmission options supported by Bank. Section II.12. shall apply in the event Customer elects to receive facsimile reports via an Electronic Transmission. Balance and related information for Customer's account(s) held at other financial institutions may be made available by these financial institutions or Providers that input information into Bank's System. Bank will use reasonable care in submitting data into the System, but assumes no responsibility for the accuracy or timeliness of the account information and other financial data supplied by other financial institutions or Providers. Bank will make every reasonable effort to deliver information by the mutually agreed upon time, but does not guarantee a specific delivery time. Accordingly, Bank's responsibility to Customer with respect to the delivery of information shall be to deliver such work as close to the agreed time as may be reasonably practicable.

3. Transaction Services. Customer may use SinglePoint®, Global Trade, or other similar System to access treasury management or trade finance transaction Services offered by Bank for which Customer has enrolled. Depending on the type of Service or System feature offered by Bank and selected by Customer, access to the transaction Services may include, but are not limited to, ACH, cash vault, check payables, wire transfer payments, book transfers, positive pay services, investments, loan services, trust services, letter of credit services, adjustments, returns, and exceptions management, receivables management, transaction research and annotation, and system administration. Customer agrees that use of the System for transaction Services shall be governed by this Section B and all other sections of this Agreement that are applicable to the product or Service being accessed.

4. Security Procedures/System Administrator. Customer agrees to operate the System in accordance with Sections III. 3 and 4 of this Agreement.

5. Manuals. Bank will provide Customer with a manual in electronic format that will set forth the applicable System's policies and procedures with which Customer agrees to comply. Bank may, without prior notification, make amendments to any manual. Bank owns or has obtained all proprietary rights to the manuals and Customer agrees not to duplicate, distribute or otherwise copy Bank's manuals without Bank's prior written consent. Any manual will at all times remain the property of Bank and Bank reserves the right to request Customer to return all printed copies of such manual within thirty (30) days of termination of this Service.

6. Customer Responsibilities. Customer will purchase (from Bank, in some cases) and provide all equipment and software necessary to use the applicable System in accordance with this Agreement. Bank shall have no responsibility and makes no warranties for such equipment or software. Customer agrees to use the System solely to conduct its business with Bank and agrees to limit access to those Agents who require access to the System. Customer agrees that in addition to other limitations to Bank's liability elsewhere in this Agreement, Bank shall not be liable for any loss or damage arising directly or indirectly from the following:

- a. any inaccuracy or incompleteness in the input of an order or instruction from the Customer;
- b. any failure by Customer to obtain a confirmation of an order or instruction; or
- c. any cancellation or attempted cancellation by Customer of an order or instruction.

7. International Information Reporting. If requested by Customer and agreed to by Bank, Bank may provide incoming international information reporting through Providers or via SWIFT, which shall be governed by the terms of this Section B, other applicable sections of this Agreement, and other applicable agreements or law. Bank shall receive the international information reporting data through Providers or via SWIFT from Customer's account-servicing Bank ("Servicing Bank") and shall display such data to Customer using SinglePoint® or other similar System. If Customer makes a request to Bank for an off-schedule international information report from the Servicing Bank, Customer agrees that Bank shall have no liability if the Servicing Bank does not support the off-schedule request or does not respond to the request in a timely manner.

C. ELECTRONIC DEPOSIT SERVICES

Electronic Deposit Services provide Customer with the option of making electronic deposits using one or more products offered by Bank. Customer agrees that the Electronic Deposit Services shall be governed by this Section and other relevant sections of this Agreement.

1. Processing Options. Customer shall at all times maintain an account with Bank. Customer captures checks or check information received from its Payor Customers into Check Images, and transmits the same to Bank for processing and collection. Bank will seek to collect such Check Images through the check collection system by presenting or exchanging Check Images, or using Check Images to create a Substitute Check, or a Photo-In-Lieu ("PIL") for collection. If ACH processing is selected by Customer, checks that are eligible to be used as source documents to originate ARC entries, POP entries, or BOC entries are converted to ACH Entries and processed through the ACH system. Checks ineligible for ACH conversion are sent through the check collection in the manner previously described.

2. Definitions.

- a. "ACH Entry" means an ARC, POP or BOC debit entry originated to debit funds from a Payor Customer's account at a financial institution in accordance with the NACHA Rules.
- b. "Check Image" means an electronic image of the front and back of an original paper check (including a paper Demand Draft), or an electronic image of a Substitute Check that is created by Customer, Bank or another bank or depository institution in the check collection system.
- c. "Check Image Metadata" means information about the Check Image, as well as pointers to the actual image data (also known as image tags).
- d. "Customer System" means the computer hardware and/or software and/or Web-based applications located at Customer's site that is used by Customer to prepare Electronic Deposits and to access the Electronic Deposit Services.
- e. "Demand Draft" or "Remotely Created Check" means a paper item, other than a Substitute Check or PIL, which (i) is drawn on a Payor Customer account, (ii) does not bear the signature of the Payor Customer, and (iii) is authorized by the Payor Customer to be issued in the amount for which the item is drawn.
- f. "Electronic Deposit" means electronic information (including Check Images, Check Image Metadata, MICR Data, dollar amount or ACH Entry information), obtained from capturing information from an original paper check and remittance documentation that is transmitted to Bank for deposit, processing and collection.
- g. "Electronic Deposit Services" means an array of products and services that allow organizations that receive check payments and/or remittance payments to deposit all payments electronically at Bank, as further described in the applicable User Manual.
- h. "Electronic Deposit System" means Bank or its vendors' computer systems or databases that Customer may access in order to obtain Electronic Deposit Services.
- i. "MICR Data" means information from the Magnetic Ink Character Recognition stylized printing on the bottom of checks comprising of routing, transit, account and check serial numbers.
- j. "Payor Customers" means clients and/or customers of Customer that submit original paper checks or check information to Customer for payment obligations owed to Customer.
- k. "Photo-In-Lieu" or "PIL" means a photocopy of the front of an original paper check created from a Check Image.
- l. "Substitute Check" means a paper check document that meets the definition of a "substitute check" in the Check Collection for the 21st Century Act as implemented by Regulation CC of the Federal Reserve Board.

3. Customer Authorizations and Notifications. Customer shall adhere to any and all applicable laws, regulations and clearinghouse rules, including but not limited to, obtaining all necessary consents and authorizations from, and/or providing all necessary disclosures to its

Payor Customers concerning the creation of Demand Drafts or the conversion of Payor Customers' checks to ACH Entries. Customer is solely responsible for ascertaining the content, method, and frequency of any required authorizations and notifications.

4. Determination of Items Eligible for Electronic Deposit.

- a. Only original paper checks that qualify as a source document may be converted to an ACH Entry under NACHA Rules. Bank will apply certain automated internal edits and screens to the Electronic Deposit submitted by Customer to determine whether the original paper check is a source document that qualifies for conversion to an ACH Entry. Customer acknowledges and agrees that Customer is the Originator of such ACH Entries under NACHA Rules regardless of whether Customer or Bank initiates the ACH Entry into the payment system.
- b. Only a paper item, payable on demand, and drawn on or payable through or at an office of a bank, is eligible for deposit as a Check Image. Unless permitted by applicable law, Customer represents and warrants to Bank that Customer shall not use the Electronic Deposit Services to transmit electronically created payment orders (which are electronic images that are not captured from original paper checks). Without limiting the generality of the preceding sentence, the following items are not eligible for deposit as Check Images or an Electronic Deposit under the Electronic Deposit Services, and Customer must deposit these original paper items with Bank: (i) checks, including travelers checks, that are drawn on banks located outside of the United States; (ii) checks payable in a medium other than U.S. dollars; (iii) non-cash items (as defined under Section 229.2(u) of Federal Reserve's Regulation CC); (iv) promissory notes and similar obligations, such as savings bonds (unless explicitly permitted as an Electronic Deposit in the applicable User Manual); (v) checks issued by and drawn on Customer or an affiliate of Customer; and (vi) any other class of checks or drafts as identified by Bank to Customer from time to time in the User Manual.

5. Capture of Checks and Check Information.

- a. For certain Electronic Deposit Services, Customer shall use scanning hardware and/or software that meets Bank's specifications. Depending on the type of Electronic Deposit Service or processing option(s) selected by Customer, in the event the condition of a paper check precludes a complete automated read, Customer shall be responsible for visually inspecting the Check Image. Customer shall be responsible for the repair of any MICR Data (if applicable) and for ensuring that any and all information on the front and back of a paper check is accurately captured and legible in the resulting Check Image and otherwise complies with any Check Image or MICR Data quality standards and guidelines that may be established by the American National Standards Institute (ANSI), ECCHO Rules, the Federal Reserve, other applicable regulatory agency or clearinghouse, or which Bank may provide to Customer from time to time. Customer acknowledges that current image technology may not capture all security features (e.g. watermarks) contained in the original paper checks, and agrees to assume any and all losses resulting from claims based on security features that do not survive the image process.
- b. Customer further acknowledges that Bank does not verify the accuracy, legibility or quality of the Check Image prior to processing an Electronic Deposit. Bank may, in its sole discretion, reject, repair, alter, amend, re-format or convert the Check Image Metadata or MICR Data submitted in an Electronic Deposit in accordance with general check collection practices and industry presentment standards, but Bank shall have no obligation to reject, repair, alter, amend, re-format or convert the Check Image Metadata or MICR Data. If Bank requires that Customer comply with certain formatting standards or other guidelines outlined in the applicable User Manual when submitting Electronic Deposits (for example, requiring use of the external processing code for identifying Remotely Created Checks) and Customer declines to implement, or comply with, such standards or guidelines, Customer acknowledges that Bank shall not be liable for any error or loss that results from Bank processing such Electronic Deposit or from Bank's re-formatting or conversion of the Electronic Deposit prior to processing.

c. Bank shall not be liable to Customer for failure to process an Electronic Deposit, or any error that results in processing or collecting an Electronic Deposit: (i) for which Customer has not provided Bank an accurate, complete and legible image of, or information from, the original

paper check; (ii) for which Customer has failed to comply with formatting standards or other guidelines required by Bank; or (iii) which would violate this Agreement, the User Manual or any other agreement between Customer and Bank.

d. If Customer desires to make an Electronic Deposit outside of the contiguous United States, Customer shall seek Bank's prior approval. Bank may reject a deposit transaction or terminate the Electronic Deposit Services immediately if Customer fails to obtain Bank's prior approval. If Customer chooses to access Electronic Deposit Services from locations outside the contiguous United States, Customer is responsible for compliance with local laws. Customer agrees not to use Electronic Deposit Services in any country that is subject to geographically-based restrictions imposed by OFAC.

6. Upload of Electronic Deposit to Bank.

a. Customer shall upload the Electronic Deposit transmission (containing one or more Electronic Deposits) to Bank prior to the daily cut-off time established by Bank from time to time for the receipt of Electronic Deposits. Any Electronic Deposit transmission received by Bank after its daily cut-off time shall be deemed to have been received by Bank at the opening of its next Business Day. Performance of the Electronic Deposit Services may be affected by external factors such as communication networks latency. Customer is responsible for the transmission of the Electronic Deposit until the Electronic Deposit System reports a successful acknowledgement of receipt of the transmission.

b. An Electronic Deposit is received when the entire Electronic Deposit transmission in which that Electronic Deposit is contained is received by Bank in accordance with section 6.a. above. If only a portion of that Electronic Deposit transmission is received by Bank for any reason, including without limitation a failure during the transmission to Bank, the Electronic Deposit transmission is deemed to have been not received by Bank with respect to any Electronic Deposit contained in that Electronic Deposit transmission (including any Check Image contained in the portion of that Electronic Deposit transmission that was received).

c. Bank will process Electronic Deposit transmission received from Customer either via ACH Processing, Check Image or Substitute Check collection in accordance with the processing options selected by Customer. For each Check Image sent to Bank in an Electronic Deposit transmission, Customer agrees not to deposit the original paper check nor re-deposit the Check Image at Bank or any other financial institution.

d. A per item limit, dollar limit, or deposit limit may be established by Bank in its sole discretion and communicated to Customer. If any such limit is established, Bank shall have no obligation to process items or files in excess of the limit.

7. Funds Availability. Customer agrees that the transmission of Check Images using Electronic Deposit Services is not subject to the funds availability requirements of Regulation CC. Bank may, at any time, and in its sole discretion, provide a one-time notification to Customer if Bank intends to delay funds availability beyond ordinary Regulation CC funds availability time frames for items submitted by Customer using Electronic Deposit Services. In such instance, funds deposited will be available for withdrawal 3 business days after electronic transmission to Bank. Bank may, but is not required to, make such funds available sooner.

8. Collection of Check Images. Notwithstanding anything to the contrary in this Agreement, Bank may in its sole discretion determine the manner in which Bank will seek to collect a Check Image deposited by Customer for check collection. Without limiting the generality of the preceding sentence, Bank may, at its option: (i) present or transfer the Check Image to the paying bank, a Federal Reserve Bank, check clearinghouse, image share/exchange network, or other bank; (ii) create a Substitute Check or a PIL from the Check Image and collect such item, or (iii) request that Customer provide to Bank the original paper check from which the Check Image was created and then collect the original paper check. Depending on the collection method, the Check Image or physical item is subject to the rules of that clearinghouse, Federal Reserve Bank, or image share/exchange network or financial institution agreement.

9. Representation of Returns. If Customer identifies to Bank a returned ACH Entry as being returned because the original paper check was ineligible as a source document for the ACH Entry, Bank shall use

reasonable efforts to collect the check related to the ACH Entry by creating, in Bank's sole discretion, a Substitute Check, or a PIL from the image of the original paper check.

10. Storage of Check Images. Bank shall store Check Images and other check information on the Electronic Deposit System in accordance with Bank's record retention schedule, and shall make such information available to Customer according to the applicable User Manuals and fee schedule. If the Electronic Deposit Services are terminated, Customer may obtain Check Images or check information at the price outlined in the fee schedule.

11. Franking, Retention and Destruction of Original Paper Checks. Depending on the requirements outlined in the applicable User Manual, Bank may require, or strongly recommend, that Customer frank or mark the face of each original check after successfully capturing each Check Image to help ensure that an item is not deposited more than once either as a Check Image or physical check. Customer shall destroy the original paper check based on guidelines identified in the applicable User Manual and shall employ commercially reasonable methods to securely store the original paper check until destruction. At Bank's request, Customer shall provide the original paper check to Bank if the original paper check has not been destroyed by Customer and Bank needs the original paper check to process a payment or resolve a dispute arising from an Electronic Deposit.

12. Representations and Warranties. With respect to each Check Image or Electronic Deposit that Customer transmits to Bank, Customer is deemed to make any representation or warranty that would have applied had Customer deposited the original paper check. In addition Customer is deemed to make to Bank any representation or warranty that Bank makes, under applicable law, clearinghouse rule, Federal Reserve Operating Circular, bi-lateral agreement or otherwise, to any person (including without limitation a collecting bank, a Federal Reserve Bank, a Receiving Depository Financial Institution, a paying bank, a returning bank, the drawee, the drawer, any endorser, or any other transferee) when Bank transfers, presents or originates a Check Image, Substitute Check, PIL, or ACH Entry created from the Electronic Deposit.

13. Customer Responsibility. With respect to each Check Image or Electronic Deposit that Customer transmits to Bank, Customer shall indemnify and hold Bank harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly: (a) from Customer's breach of a representation or warranty as set forth in section 12 above; (b) as a result of any act or omission of Customer in the capturing, creation or transmission of the Check Image or Electronic Deposit, including without limitation the encoding of the MICR Data from the original paper check; (c) from any duplicate, fraudulent or unauthorized check, Check Image, Substitute Check, PIL or ACH Entry; or (d) for any loss caused by Bank's acceptance of a Check Image, or creation of a Substitute Check PIL or ACH Entry instead of presentment of the original paper check; or (e) from any other act or omission arising out of Bank's action or inaction taken pursuant to any request by Customer or pursuant to this Agreement. This section 12 shall survive termination of the Agreement.

14. User Manual. Bank will provide Customer with one or more user guides ("User Manual") in paper or electronic format that will set forth the policies and procedures for the relevant Electronic Deposit Services product with which Customer agrees to comply. Bank may, without prior notification, make amendments to any User Manual. Bank may require that certain employees of Customer attend periodic training as a condition to using the Electronic Deposit Services.

15. Security Procedures and Right to Audit. Customer shall comply with all security procedures for the Electronic Deposit Services that are established by Bank or set forth in the applicable User Manual. Customer is solely responsible for (i) maintaining its own internal security procedures; (ii) safeguarding the security and confidentiality of any information that is obtained from Payor Customers' checks, Check Images and other information that is either printed from, stored on, or downloaded to, the Customer System, Electronic Deposit System, or Customer's other computer/data systems or portable media; and (iii) preventing errors or unauthorized access to the Customer System or the Electronic Deposit System. Bank reserves the right to periodically audit

Customer's security procedures and information technology processes, and to mandate controls.

16. Mobile Remote Deposit Services ("Mobile Services"). Depending on the type of Electronic Deposit Service selected by Customer, Mobile Services is an optional add-on service that will allow Customer to make remote check deposits and obtain check deposit history made through the Mobile Services using a supported mobile device. If Customer selects Mobile Services, Customer will need to download and install a Mobile Service application on compatible and supported mobile phones, tablets or other devices (collectively, "Devices").

a. Description of Mobile Services. Mobile Services allow Customer to use a Device to take photographs of the front and back of the check and to transmit the Check Image to Bank in a secure data encrypted format using Customer's mobile service provider's cellular network or the Internet (collectively, "Network"). Certain Mobile Services may allow Customer to use a Device to enter remittance data and to take photographs of the front and back of remittance and general documents associated with the Check Image for reporting and research purposes.

b. Use of Mobile Services. Customer agrees to use Mobile Services in accordance with this Agreement, other user requirements provided in the User Manual, and the downloaded mobile application. Bank reserves the right to modify the scope of Mobile Services at any time, or change or upgrade Mobile Services from time to time, including the right to cease offering the Service on a previously supported Device. Bank also reserves the right to refuse any Electronic Deposit requested through the Service because a Check Image fails image quality standards, is detected as a duplicate item, or for any other reason in Bank's sole discretion. Customer understands and agrees that Mobile Services may not be accessible at all times due to Network connectivity or may have limited utility over some Networks, such as while roaming. Customer acknowledges and agrees that Bank may use geolocation technology to track that Mobile Services activity occurs within the contiguous United States.

c. Software. Customer agrees not to use Mobile Services or the content or information delivered through Mobile Services in any way that would infringe upon any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Mobile Services software. In the event Mobile Services is terminated or Customer's software license is revoked for any reason, Customer agrees to promptly delete the Mobile Services application from its Devices.

d. Service Limitations.

- i. Neither Bank nor Customer's mobile service providers can always foresee or anticipate technical or other difficulties related to Mobile Services, which may result in loss of data, personalization settings or other interruptions. Bank assumes no responsibility for the timeliness of any Mobile Services transmissions or communications, or the loss or failure to store any user data, communications or personalization settings in connection with a Device and Customer's use of Mobile Services.
- ii. Bank shall not be responsible for the operation, security, functionality, or availability of any Device or Network that Customer utilizes to access Mobile Services. Transmission of a Check Image shall not be deemed received unless the Device reports a successful acknowledgement of receipt of the transmission. Customer agrees to exercise caution when utilizing Mobile Services on Devices and to train its authorized users to exercise good judgment and discretion when accessing or transmitting information.
- iii. Information about activity is synchronized between the Mobile Services software and Bank's Electronic Deposit System, however, deposit information available via the Mobile Services application may differ from the information that is available directly through the Electronic Deposit System. Information and features available directly through the Electronic Deposit System may not be available via the Mobile Services application, and may be described using different terminology. The method of entering information via the Mobile Services application may also differ from the method of entering instructions through the Electronic Deposit System. Customer agrees that Bank shall not be liable for any errors or

delays in the content as a result of Customer's use of the Mobile Services software.

- iv. Customer acknowledges that its mobile service carrier or provider may provide for fees, limitations and restrictions such as data usage charges or data throttling which may have an impact Customer's use of or interaction with Mobile Services. Customer agrees to be solely responsible for all such fees, limitations and restrictions.

e. Security.

- i. If Customer permits its employees or agents to use their own personal mobile devices to access Mobile Services, Customer assumes any and all risks associated with the use of personal mobile devices, including but not limited to, any risk that compromises the integrity of Customer's corporate network or sensitive business data. Customer is solely responsible for implementing policies that will help mitigate the risk of allowing employees to use personally-owned mobile devices, which may include but are not limited to, requiring that Devices are configured and managed with information assurance controls commensurate with the sensitivity of the underlying data and employing Mobile Device Management (MDM) software or other software that secures, monitors, manages and supports mobile devices deployed across operators, service providers and enterprises.
- ii. Customer shall ensure that its employees or agents exercise appropriate precautions surrounding the use and safeguarding of the Devices at all times. Customer agrees not to leave Devices unattended when logged into Mobile Services and to log off immediately at the completion of each access. Customer agrees that a username and password are the agreed upon security procedures and that such security procedures are commercially reasonable. If these security procedures are used to access Mobile Services, Customer agrees that any transactions using Mobile Services are hereby authorized. If Customer permits other persons to use a Device, login information, or any other means to access Mobile Services, Customer will be responsible for the resulting transactions, and Bank shall have no liability for any damages Customer may incur.
- iii. Devices with internet capabilities are susceptible to viruses. Customer is responsible for ensuring that each Device is protected from and free from viruses, malicious software ("malware"), and other harmful components which could result in damage to programs, files, or the Device, or could result in information being intercepted by a third party. Bank shall have no liability for any damages which may result from such viruses, malware, or other harmful components.

D. ACH SERVICES

1. Introduction. If requested by Customer and agreed to by Bank, Customer or its Agent may initiate credit or debit Automated Clearing House ("ACH") transactions ("Entries") for payments ("Credit Entries") and/or collections ("Debit Entries") on Business Days to its accounts or the accounts of others ("Receivers") in accordance with Bank's security procedures and this Agreement. Bank will act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries. Bank may process Entries directly, through one or more clearinghouses, or through the mechanism selected by Bank. Customer's rights and obligations with respect to such Entries are governed by applicable law and the NACHA Rules, as amended from time to time. Customer acknowledges that it shall be bound by NACHA Rules and agrees not to initiate any Entry in violation of the NACHA Rules or applicable federal, state or international law, regulation or clearinghouse rules, including, without limitation, Regulation E of the Board of Governors of the Federal Reserve System, regulations promulgated by the Office of Foreign Assets Control, FinCEN, rules governing the Canadian, Mexican and European payments systems, and Operating Circular 4 of the Federal Reserve Bank (collectively referred to herein as the "Rules"). Customer acknowledges and agrees that Bank shall have the right to examine Customer's books, records and systems to ensure Customer's compliance with the Rules and this Section IV, D and that Bank shall further have the right to suspend Services if Bank determines, in its sole and absolute discretion, that Customer is not complying with the Rules and/or this Section IV, D. Customer acknowledges that a copy of the NACHA Rules is available through NACHA at current NACHA prices. Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to them in the NACHA Rules.

2. Entry Origination/Processing Dates/Deadlines. Customer may initiate Entries in the manner and format agreed to by Bank. ACH files transmitted to Bank shall be in an unbalanced file format. Bank has the right to restrict the standard entry class ("SEC") codes utilized by Customer. If notified by Bank of such restriction, Customer must cease use of the SEC code and the underlying transaction type. Customer agrees that all Entries (regardless of SEC Code) that involve the exchange or transmission of banking information via unsecured electronic networks shall be encrypted or transmitted via a secure session, using a commercially reasonable security technology that, at a minimum, is equivalent to 128-bit RC4 encryption technology. Bank will establish a deadline for the receipt of Entries from Customer ("Deadline"). Bank may establish different Deadlines for Entries depending on the method of delivery employed by Customer and all such Deadlines are subject to change. Bank must receive Customer's Entries at or prior to the Deadline for the Entries to be processed on the Business Day of receipt. Entries received after the Deadline, Entries that contain an Effective Entry Date that is invalid or stale, or Entries that are ineligible for Same Day ACH, will be processed on the next Deadline, which may be the next Business Day. Entries with settlement dates of more than thirty (30) calendar days from receipt will not be processed unless prior arrangements have been made. If Customer has opted-in for Same Day ACH, Customer acknowledges that any Entry using the current day's date as the Effective Entry Date that is submitted to the ACH Operator prior to the Deadline shall carry the Same Day ACH fee. If Customer has not opted-in for Same Day ACH and submits an Entry prior to the Deadline using the current day's date as the Effective Entry Date, Customer acknowledges that such Entry shall be processed on the next Business Day.

3. Content and Secondary Authorization. In submitting any Entry, Customer shall be responsible for providing all information required by Bank. Customer bears sole and exclusive responsibility to verify that the information set forth in Entries submitted to Bank is authentic, accurate and conforms to the Rules. The Services hereunder are only designed to respond to information provided by Customer. Accordingly, any inaccuracy in any information provided by Customer may result in unintended processing by Bank. Bank bears no responsibility for detecting or reporting any error in data supplied by Customer and shall not be liable to Customer for any information provided by Customer with respect to an Entry which is inaccurate, incomplete or otherwise incorrect. Bank strongly recommends that Customer utilize a second individual to review and approve ACH files prior to submission to Bank. Customer acknowledges and agrees that such a security procedure is commercially reasonable and that Customer's failure to use this

procedure substantially increases Customer's risk of an unauthorized ACH file.

4. Entry Limits and Payment. Customer agrees to comply with any applicable per transaction or aggregate Entry limits established by the Rules. Customer shall at all times maintain a settlement account with Bank for the purpose of funding Customer's Entries ("Account"). The total dollar amount of Entries initiated by Customer through Bank under all ACH Services and pending on a given day shall not exceed the lesser of collected or available balances in the Account or an exposure limit should one be established by Bank ("Exposure Limit"). Establishment of an Exposure Limit should not be interpreted or construed by Customer as a commitment or agreement to provide any credit or loans to a Customer and is subject to modification or termination at any time by Bank. Customer shall pay Bank for all Entries and authorizes Bank to charge its Account or any other account with Bank in the amount of such Entries. Bank shall have the right in its sole discretion to reject any or all Entries initiated by Customer without notice if Bank has reason to believe that there will be insufficient available funds on the relevant settlement date, even if Bank may have previously accepted Entries for processing with insufficient available funds in the Account. Customer will receive funds for any Debit Entry on the ACH settlement date. Bank shall credit the Account in any amount payable to the Customer, subject to Bank's right to make adjustments in accordance with this Agreement. Bank may establish, monitor and periodically review Customer's Exposure Limit and Customer's compliance thereof, and may, in Bank's sole discretion, cease processing Entries based on such review.

5. Prenotification. To the extent permitted by the Rules, Customer may elect to send a prenotification that it intends to initiate an Entry to a particular account in accordance with the procedures set forth in the Rules or by Bank. The prenotification can be returned or result in a Notification of Change ("NOC"). If the prenotification is returned, Customer shall research the problem and make any necessary corrections before transmitting another Entry. If the prenotification results in a NOC, Customer shall make the required change prior to initiating another Entry, or issue a Refused NOC. Bank offers an optional Service that allows Bank to track Customer's NOC on Customer's behalf. If Customer selects this option, Bank shall only manage the changes to the routing, transit and account numbers.

6. Notification of Change ("NOC"). A NOC is created by the Receiving Depository Financial Institution ("RDFI") to notify Customer (via Bank) that previously valid information contained in a posted Entry is outdated, or information contained in a prenotification or live transaction is erroneous or improperly formatted and should be corrected. Bank offers NOC Manager, which is a Service that allows Bank to track Customer's NOC on Customer's behalf. NOC Manager only manages the changes to routing numbers, account numbers and transaction codes. Bank, in its sole discretion, may require that Customer enroll in NOC Manager as part of ACH Services provided to Customer.

7. Data Breach Notification. Customer may have gathered personal or financial information of its customers for the purpose of initiating ACH transactions. Such information may include, without limitation, the customer's bank account number together with the bank routing number, or the customer's name together with the customer's social security number or tax identification number. Customer agrees to immediately report to Bank any loss, theft or unauthorized access of such information ("data breach") by or from Customer, its Agent, or third party service provider, if circumstances indicate that the misuse of such information has occurred or is reasonably possible. Customer acknowledges that Bank may have an obligation to report any data breaches to NACHA and other affected parties, and agrees to establish appropriate procedures to prevent, detect, investigate and report data breaches.

8. ACH Secured Funds Entries. Bank may, at any time, and in its sole discretion, require Customer to prefund some or all Credit Entries that Customer desires to initiate. Customer acknowledges and agrees that such funds are held solely for the benefit of Bank and that Customer will not be entitled to earn any interest thereon. Upon initiation of such Credit Entries, Bank is authorized to immediately charge the Account (in the total amount of such Entries). If ACH Secured Funds is used to initiate Debit Entries, funds will be credited to the Account on the settlement date of the transaction. However, such funds shall not be

available for withdrawal from the Account for two Business Days after the settlement date.

9. File Confirmation System. Customer shall at all times comply with applicable file confirmation procedures and any security procedures established by Bank. Such procedures are solely for the purpose of verifying the origination of Entries by Customer or Bank's receipt of the ACH file and/or batch (but not for errors in transmission or content).

a. Control Totals. If Customer elects to provide Bank with the total dollar value of Entries and any other necessary information ("Control Totals"), Customer must telephone Bank's Interactive Voice Response system or input Control Totals through SinglePoint each time it originates Entries. After Bank receives Customer's ACH file, Bank will compare the information in the ACH file to the Control Totals. If the information matches the Control Totals, Bank will process the ACH file. Bank will notify Customer if the Control Totals do not match the information in the ACH file, or if Bank receives an ACH file without receiving Control Totals or vice versa. Bank will not process an ACH file unless it receives conforming Control Totals before established Deadlines.

b. Confirmation of Receipt. If Customer elects not to provide Bank with Control Totals but elects to receive a confirmation report or file, Bank shall provide Customer with a confirmation that Bank received Customer's ACH file and/or batch. After Customer receives the confirmation report or file, Customer will compare the confirmation information to Customer's ACH transmission information. If the information does not match, Customer shall notify Bank before Bank's established deadline, failing which, Bank shall process Customer's ACH file and/or batch. Customer acknowledges that the confirmation report or file is for the sole purpose of verifying Bank's receipt of the file and does not signify any validation of data. Customer bears sole responsibility for any inaccurate or incomplete information provided to Bank if Customer fails to notify Bank prior to Bank's processing of Customer's file.

10. Rejected and Returned Entries, Unauthorized Entries. Bank may reject any Entry that is not initiated in accordance with this Agreement. In the event that an Entry is rejected, or returned by an ACH processor, for any reason whatsoever, it shall be Customer's responsibility to reinitiate the Entry. Bank will give Customer or its designated Agent notice of any rejected or returned Entry in the manner agreed to by the parties. Bank is authorized to debit/credit the Account for Entries that are returned to Bank. Unless the return is caused by Bank's failure to properly execute an Entry, Bank has no obligation to pay Customer interest on the amount of any returned Entry debited from the Account. A Receiver may, in some cases, have the right to have an unauthorized or erroneous Debit Entry credited to its account. Customer agrees that Bank may deduct the amount owing to the Receiver from Customer's Account upon Bank's receipt of proper notice from the Receiver's bank. Bank may charge back against Customer any Debit Entry that is returned or reversed by the RDFI.

11. ACH Redeposit Service.

If requested by Customer and agreed to by Bank, Bank will reinitiate (maximum of two times) each Debit Entry returned for insufficient or uncollected funds.

12. Amendment of Entries. Customer does not have the right to delete, reverse or amend any Entry (each, an "Adjustment Request") after it has been received by Bank. If Customer sends Bank an Adjustment Request via internet, secure email, or fax in accordance with the terms of this Agreement, Bank will make reasonable efforts to act on the Adjustment Request. All Adjustment Requests must be received by Bank prior to the established deadlines, and even if the Adjustment Request is made in a timely manner, Customer acknowledges that an Adjustment Request may prove unsuccessful (for example, if it is returned by the RDFI for non-sufficient funds). Customer agrees to indemnify Bank in connection with any Adjustment Request in accordance with applicable law.

a. Internet Option. If Customer has selected the Internet Option, Customer may use SinglePoint® to transmit information to Bank for the purpose of amending ACH files. Customer agrees to comply with any applicable software agreement, user guide and any established security procedures.

b. Secure Email Option. If Customer has selected the Secure Email Option, Customer may send an Adjustment Request to a designated shared mailbox at Bank.

c. Fax Option. If Customer has selected the Fax Option, Customer may transmit an Adjustment Request to Bank via facsimile to a designated facsimile number. Customer acknowledges that the Internet and Secure Email Options are substantially more secure than the Fax Option. Customer agrees to be bound by any instructions submitted via the Fax Option, whether or not authorized, issued in its name and accepted by Bank in accordance with the agreed procedures.

13. Customer Representations/Indemnity. Customer represents and warrants to Bank that each Entry: (i) complies with the terms of this Agreement and the Rules; (ii) does not breach any warranty of Customer or Bank contained in this Agreement and the Rules; (iii) complies with applicable state, federal and international laws and rules, including, without limitation, the Electronic Funds Transfer Act, Regulation E and regulations overseen by the Office of Foreign Assets Control; (iv) is accurate, timely, and authorized; and (v) that any Debit Entry is for a sum that on its settlement date is due and owing from the Receiver to Customer or is a correction of a previously transmitted erroneous Credit Entry. With respect to each ACH Entry (regardless of SEC Code), Customer is deemed to make to Bank any representation or warranty that Bank makes, under applicable law and the Rules to any person, RDFI, or any other transferee. Receiver authorizations shall expressly authorize Bank to transmit corrective entries to Receiver's accounts to correct a prior Entry and shall authorize Customer to release to Bank all information concerning its Receivers that is required by Bank to recover such Entries. Customer shall immediately cease initiating Entries upon receiving actual or constructive notice of the termination or revocation of the Receiver's authorization. Customer will retain each authorization received by Customer for such period of time as may be required by the Rules or applicable law and shall provide Bank with copies of such authorizations upon request. Customer will indemnify, defend and hold Bank harmless from and against any and all claims, demands, expenses, losses, liabilities, and damages, including without limitation, NACHA fines, reasonable attorney fees and court costs at trial or on appeal that arise directly or indirectly out of any Entry initiated by Customer in violation of this Agreement and the Rules.

14. Re-presented Check Entries. NACHA Rules allow Customer to initiate an Entry to collect certain checks that have been returned unpaid for insufficient or uncollected funds ("RCK Entry"). In the event that Customer initiates an RCK Entry to Bank for check collection purposes, Customer agrees that such RCK Entry will comply with all provisions of this Agreement and applicable Rules and makes the following additional representations and warranties regardless of which entity initiates the RCK Entry on its behalf:

a. Each check is eligible under NACHA Rules to be collected via an RCK Entry.

b. Customer has no knowledge of any insolvency and it has good legal title to the returned item.

c. All signatures on the returned item are authentic and authorized, and the returned item is without alteration, not subject to claims or defenses, and will not be presented to the paying bank.

d. The RCK Entry accurately reflects the item and any information encoded after issue in magnetic ink is correct. (RCK Entries cannot be used for collection fees.)

e. Any restrictive endorsement placed on the item is void or ineffective.

f. Customer has provided clear and conspicuous notice of its electronic check representation policy in advance of receiving the item to which the RCK Entry relates.

g. The Customer will provide to Bank immediately upon request a copy of the front and back of the returned item, provided that the request is made within seven (7) years of the settlement date of the RCK Entry.

15. Internet-Initiated Entries. NACHA Rules allow Customer to initiate a Debit Entry to a consumer Receiver's account pursuant to an authorization obtained from the Receiver via the Internet ("WEB Entry"). In the event that Customer initiates a WEB Entry to Bank, Customer

agrees that such WEB Entry will comply with all provisions of this Agreement and applicable Rules and makes the following additional representations and warranties regardless of which entity initiates the WEB Entry on its behalf:

- a. Customer has employed a commercially reasonable fraudulent transaction detection system to screen each WEB Entry.
- b. Customer has employed commercially reasonable methods of authentication to verify the identity of the Receiver.
- c. Customer has taken commercially reasonable steps to verify that routing numbers are valid.
- d. Customer has established a secure Internet session prior to the key entry by the Receiver of any banking information and through the transmission of the data to Customer. Currently, 128-bit RC4 encryption technology is the standard for financial transactions and is considered commercially reasonable. If technological advancements drive the commercially reasonable standard to change, Customer agrees to comply with the new standard.
- e. Customer has and will conduct an annual audit to ensure that the financial information that Customer obtains from Receivers is protected by security practices that include adequate levels of: (1) physical security to protect against theft, tampering, or damage, (2) personnel and access controls to protect against unauthorized access and use, and (3) network security to ensure secure capture, storage and distribution of financial information. Customer will provide proof of Customer's security audits to Bank upon request. Any such information provided to Bank shall be kept confidential. Bank may cease processing Entries for Customer if Bank in its sole discretion determines that Customer's security procedures are inadequate.

16. Telephone-Initiated Entries. NACHA Rules allow Customer to initiate a Debit Entry to a consumer Receiver's account pursuant to the Receiver's oral authorization and banking information obtained via the telephone ("TEL Entry"). In the event that Customer initiates a TEL Entry to Bank, Customer agrees that such TEL Entry will comply with all provisions of this Agreement and applicable Rules, and makes the following additional representations and warranties regardless of which entity initiates the TEL Entry on its behalf:

a. Receiver Authorization. Customer shall obtain the Receiver's explicit authorization prior to initiating a Debit Entry to the Receiver's account. In the event that Customer obtains the Receiver's authorization verbally, Customer will either tape record the Receiver's oral authorization or provide, in advance of the settlement date of the Entry, written notice to the Receiver that confirms the oral authorization. Customer agrees that, at a minimum, the following specific information is disclosed to, and acknowledged by, the Receiver during the telephone call:

- (i) the date on or after which the Receiver's account will be debited;
- (ii) the amount of the Debit Entry to the Receiver's account;
- (iii) the Receiver's name;
- (iv) a telephone number that is available to the Receiver and answered during normal business hours for customer inquiries;
- (v) the date of the Receiver's oral authorization; and
- (vi) a statement that the authorization obtained from the Receiver will be used to originate an ACH debit to the Receiver's account.

Customer shall retain either the original or a duplicate tape recording of the Receiver's oral authorization or a copy of the written notice confirming the Receiver's oral authorization for two years from the date of the authorization, and shall immediately provide same to Bank upon request.

If Customer chooses to provide the Receiver with written notice confirming the Receiver's oral authorization, Customer will disclose to the Receiver during the telephone call the method by which such notice will be provided.

b. Security Procedures. In addition to all other representations and warranties contained herein, Customer also represents and warrants the following each time it delivers a TEL Entry to the Bank that it has

(a) utilized a commercially reasonable security procedure to verify the identity of the Receiver, including name, address and telephone number; and (b) further that Customer has established commercially reasonable procedures to verify the accuracy of the RDFI's ABA routing and transit number.

17. Accounts Receivable and Back Office Conversion Entries.

NACHA Rules allow Customer to utilize ACH to collect consumer check payments received via U.S. mail or at a dropbox location ("ARC Entry"). NACHA Rules also enable Customer to convert during back office processing checks presented either at the point of purchase or a manned bill payment location ("BOC Entry"). In the event that Customer initiates an ARC or BOC Entry to Bank, Customer agrees that such ARC or BOC Entry will comply with all provisions of this Agreement and applicable Rules and makes the following additional representations and warranties regardless of which entity initiates the ARC or BOC Entry on its behalf:

- a. Prior to the receipt of each check, Customer has provided clear and conspicuous notice to the Receiver: (i) that receipt of the check is authorization for a payment as a check transaction or for a one-time ACH debit to the Receiver's account; and (ii) of Customer's phone number for inquiries regarding BOC Entries.
- b. Customer shall provide a copy of the notice to the Receiver at the time of the transaction if Receiver presents the check in-person.
- c. Each check is eligible as a source document under NACHA Rules to be collected via an ARC or BOC Entry.
- d. The amount of the entry, the routing number, the account number, and the check serial number are in accordance with the source document.
- e. The source document to which the ARC or BOC Entry relates will not be presented for payment.
- f. Customer has established policies and procedures to destroy the source document as soon as is reasonable and shall use commercially reasonable methods to securely store the source document until such destruction.
- g. Customer shall use commercially reasonable methods to securely store the banking information relating to the ARC or BOC Entry.
- h. Customer shall retain a reproducible and legible image, microfilm or copy of the front of the Receiver's source document for two years from the settlement date of each ARC or BOC Entry, and shall immediately provide same to Bank upon request.
- i. For BOC Entries, Customer has employed commercially reasonable procedures to verify the identity of each Receiver of BOC Entries.
- j. For BOC Entries, Customer maintains a working telephone number that is answered during Customer's normal business hours for Receiver inquiries regarding BOC transactions.

18. Point of Purchase (POP) Entries. NACHA Rules allow Customer to initiate a Debit Entry to a Receiver's account for in-person purchases made by check at the point-of-purchase ("POP Entry"). In the event that Customer initiates a POP Entry to Bank, Customer agrees that such POP Entry will comply with all provisions of this Agreement and applicable Rules and makes the following additional representations and warranties regardless of which entity initiates the POP Entry on its behalf:

- a. Customer has posted a notice in a prominent and conspicuous location at the point-of-purchase and provided Receiver with a written notice of same: (i) that when a check is provided as payment, it is authorization for payment as a check transaction or for a one-time ACH debit to the Receiver's account; and (ii) that funds may be withdrawn from the Receiver's account the same day payment is made.
- b. Each check is eligible under NACHA Rules to be collected via a POP Entry and the Receiver has not opted out of check conversion.
- c. Customer has returned the voided source document to the Receiver after capturing the necessary check information and the source document was not previously negotiated, voided, or provided by the Receiver for use in any prior POP Entry.

d. Customer has obtained the Receiver's authorization and provided a copy of same to Receiver, which: (i) is in writing and signed or similarly authenticated by the Receiver; (ii) is readily identifiable as an ACH debit authorization; (iii) clearly and conspicuously states its terms; and (iv) states that the check will not be processed.

19. International ACH Transactions (IAT) Entries. NACHA Rules allow Customer to initiate or receive international payment transactions transmitted via the ACH network.

a. In the event any part of an Entry originates from, or is transmitted to, a financial agency office located outside the territorial jurisdiction of the United States that handles the payment transaction ("IAT Entry"), Customer agrees that such IAT Entry will comply with all provisions of this Agreement and applicable Rules. Customer also makes the following additional representations and warranties regardless of which entity initiates the IAT Entry on its behalf:

- (i) Customer is in compliance with U.S. law, including, but not limited to, Customer's obligations under programs administered by OFAC and FinCEN.
- (ii) The origination of an outbound IAT Entry is in compliance with the laws and payment system rules of the receiving country.
- (iii) In the case of an IAT Entry to a non-consumer account, Customer has an agreement with the Receiver whereby the Receiver has agreed to be bound by the Rules.

IAT Entries may be processed by Bank through a correspondent bank. Bank assumes no liability for delays, non-delivery, late returns or other events resulting from processing delays by the correspondent bank or for other causes beyond Bank's control. Cancellation or amendment of an IAT Entry involving non-US dollar currency is subject to any rate exchange loss as determined by Bank. Customer agrees to sell any canceled or amended Entry to Bank at the then current applicable foreign currency buy rate.

b. Remittance Transfer Provider. If Customer is at any time classified as a Remittance Transfer Provider under Regulation E, Customer represents, warrants and agrees that:

- (i) Customer shall be responsible for performing and complying with the requirements of 12 CFR Part 1005, including, but not limited to, providing disclosures to the consumer (sender), the error resolution procedures, the provision of any remedies to the consumer, and the cancellation and refund of remittance transfers;
- (ii) Bank is acting as an agent and not as a Remittance Transfer Provider when performing activities on behalf of Customer; and
- (iii) Even if Bank is deemed a Remittance Transfer Provider under applicable law, Customer shall take all actions necessary to comply with the obligations of a Remittance Transfer Provider.

Customer agrees to indemnify and hold Bank harmless from and against any and all loss, liability, damage, costs and expenses (including attorneys' fees) that Bank may sustain in reliance on Customer's representations and warranties set forth herein.

20. Third Party Vendors. If Customer initiates Entries through a third party vendor or processor ("Vendor"), Vendor is the agent of Customer and not of Bank. If Customer uses a Vendor, Customer shall be deemed to have authorized Bank to follow the instructions of such Vendor to the same extent and under the same conditions as would apply if the instructions came direct from Customer and Customer shall be responsible for insuring that such Vendor fully complies with the Rules and this Agreement. Bank is not responsible for the acts or omissions of Vendor and Customer agrees to be liable for and hold Bank harmless from, any losses caused by the acts or omissions of Customer's Vendor.

21. Third Party Sender. If Customer is transmitting Entries as a third party vendor or processor on behalf of originators ("Third Party Sender"), Customer agrees to be bound by the applicable terms provided in this Section IV, D and NACHA Rules. Customer warrants to Bank that the originator has agreed to assume the responsibilities of an Originator under NACHA Rules and that ACH Entries shall not be initiated in violation of laws of the United States. Customer represents that it has

executed an ACH agreement with each Originator and that the agreement binds the Originator to the NACHA Rules. Customer shall provide Bank with the list of Originators, copies of the agreements, and other information deemed reasonably necessary to identify the Originators within two (2) Business Days of Bank's request. Bank reserves the right to review the list of Originators for which Customer is transmitting the Entries and to reject any in Bank's sole discretion. As Third Party Sender, Customer agrees to indemnify, defend and hold Bank harmless from and against any and all claims, demands, expenses, losses, liabilities, and damages, including reasonable attorney fees and court costs at trial or on appeal that arise directly or indirectly from the failure of the Originator to perform its obligations as an Originator under NACHA Rules. Customer further agrees to assume all applicable responsibilities, warranties and liabilities of the ODFI, as specified in the NACHA Rules. Customer shall cooperate fully and respond within five (5) Business Days to any inquiry from Bank relating to potential NACHA Rule inquiries or violations.

22. Cash Concentration/Deposit Reporting Services. Customer may request Bank to provide deposit reporting Services based on information provided by the Customer or its designated Agent. Information will be delivered to Bank at the time and location established by Bank. Bank has no responsibility for the accuracy of any information provided by Customer. Customer may authorize Bank to initiate Credit or Debit Entries to accounts designated by Customer at other financial institutions. Bank will initiate such Entries in accordance with agreed procedures. Customer agrees to authorize RDFIs to honor such transactions.

23. ACH Positive Pay Service. ACH Positive Pay Service assists Customer in detecting fraud by electronically matching incoming ACH transactions to authorizations that Customer can create and manage online. If ACH Positive Pay Service is selected by Customer, Customer shall designate the account(s) maintained at Bank that are to be used with the ACH Positive Pay Service ("Account"). Customer shall create authorizations for incoming ACH Credit and/or Debit Entries that it desires to post to the Account. Customer shall be responsible for the accuracy and completeness of all information provided to Bank. Bank will allow incoming Entries that match Customer's authorizations to post to Customer's Account. Incoming ACH transactions that do not match Customer's authorizations will be treated as exception items, and Customer agrees to monitor, review and make payment decisions on the exception items prior to Bank's established deadline. Bank is authorized to return all exception items unless Customer instructs bank to pay one or more exception items prior to the established deadline. Bank shall have no responsibility for any liability, loss or damage resulting from the return of any exception item to the Originator in accordance with this section or Customer's failure to meet Bank's established deadlines. Bank's failure to report a discrepancy will not discharge Customer's obligation with regard to any item, and shall not obligate Bank to return any item if it is otherwise authorized.

E. WIRE TRANSFER SERVICES**1. Introduction.**

a. Governing Law. Bank sends outgoing and receives incoming wire transfers through Fedwire (the funds transfer system owned and operated by the Federal Reserve Banks or other provider in accordance with section II.23.A.). All funds transfers are governed by this Agreement, Subpart B of Regulation J of the Federal Reserve Board, OFAC regulations, and all other applicable international, federal, state and local laws and regulations. Customer agrees not to initiate or receive a wire transfer payment order in violation of applicable federal, state or local law.

b. Authorized Users. Customer will designate to Bank in the form required by Bank those individuals authorized to instruct Bank regarding wire transfer Services including without limitation, individuals authorized to initiate payment orders and select advice methods, confirmation methods, and any or all authorizations and instructions that may be requested by Bank. Bank may rely on any such authorization until it has been revoked in writing by Customer. Bank shall have a reasonable time to process any revocation received pursuant to this section.

2. Routing/Time Deadlines. Bank may use any means of transmission, funds transfer system, intermediary bank, clearinghouse or route that Bank reasonably believes is suitable for each outgoing wire transfer. Bank will establish from time to time one or more deadlines after which Bank will not accept an incoming payment order to be processed on the day of receipt. Payment orders received after Bank's established deadline or on any non-Business Day, including any Saturday, Sunday, holiday or any day that Bank's wire department is not open will be considered received on the next Business Day.

3. Payment Orders.

a. Communication. Customer may communicate a payment order to Bank by the means and manner agreed to between the parties.

b. Content of Payment Orders. Customer will supply to Bank any information Bank may reasonably request regarding any payment order initiated by Customer, including, without limitation, money amounts, affected accounts, dates of transfer, the beneficiary's name and account number, the name and routing number or bank identifier code of the beneficiary's financial institution, such additional information as Bank may reasonably request and, if necessary, further evidence of any Agent's authority to transfer funds or to do any other act contemplated by this Service.

c. Execution of Payment Orders. Customer authorizes Bank to execute and charge Customer's account(s) with Bank for payment orders delivered to Bank in accordance with this Agreement. Bank has no obligation to execute a payment order if Customer's account to be charged has insufficient collected and available funds to cover the order.

d. Processing Payment Orders. The order in which Bank processes wire transfer payment orders is determined solely by Bank. Customer does not have the right to reverse, adjust or revoke any payment order after it has been received by Bank, provided, however, that Bank will make a reasonable effort to act on such a request by Customer. With respect to a payment order already transmitted to the beneficiary's financial institution, Bank shall, at Customer's request, request the financial institution to return funds previously transferred. Customer understands that the receiving institution is under no legal obligation to comply with this request.

e. Rejection of Payment Orders. Bank may reject a payment order from Customer if such payment order is not initiated in accordance with the applicable security procedure, if there is any inconsistency between a payment order and information previously supplied to Bank, if Bank is unable to obtain confirmation of such payment order satisfactory to Bank, if there are insufficient collected funds in Customer's specified account to fund the payment order, or if Bank has other reasonable grounds not to honor the payment order. Bank will notify Customer by telephone that it has rejected a payment order. Bank may also reject an incoming payment order if it has reasonable grounds to do so.

f. Standing Payment Orders. If requested by Customer and agreed to by Bank, Customer may initiate a standing payment order, which is one where the Customer pre-programs the beneficiary, the beneficiary's

financial institution, and the accounts to be debited and credited and such information remains constant for subsequent payment orders. Customer shall provide Bank with the necessary information to execute the standing payment order, including, without limitation, the dollar amount to be transferred or the desired peg balance, the frequency of the order and the day of week or month when the payment order is to be executed. Customer may terminate a standing payment order at any time upon receipt by Bank of a written notice. Bank shall have a reasonable time to act on such notice.

g. Batch Wire; Real-Time Wire Interface.

(i) Service Specifications. If requested by Customer and agreed to by Bank, the Batch Wire service and Real-Time Wire Interface service allows Customer to initiate payment orders from its computer to Bank's computer, subject to the provisions of this Agreement. In addition, the Real-Time Wire Interface service allows Customer to receive reports of incoming wire activity. Customer will comply with the relevant interface specifications established by Bank for these services, including, without limitation, file formats, means of data transmission, or establishing a secure connection (the "Specifications"). Bank may furnish Customer with modifications to the Specifications and Customer shall implement such modifications as soon as reasonably practicable.

(ii) Wire Transfer Software, Confidentiality. Customer or its Agent shall be solely responsible for creating the computer programs to implement the Specifications ("Wire Transfer Software"). Customer shall maintain the confidentiality of the Specifications and the Wire Transfer Software and permit access solely to those responsible for supporting the Wire Transfer Software or authorized to initiate payment orders. Customer shall implement passwords and other security devices commensurate with the highest level of security afforded by Customer to other computer programs and confidential information of Customer.

4. Confirmation of Outgoing Wire Transfers.

a. Confirmation Method. Customer and Bank shall agree to the method of confirming payment orders received from Customer. Customer shall designate Authorized Users to confirm payment orders. Bank recommends a minimum of three potential Authorized Users to confirm payment orders and that Authorized Users serve as an initiator or a confirmer, but not both. Notwithstanding Bank's recommendation, if Customer permits an Authorized User to act as both initiator and confirmer, Customer hereby authorizes Bank to process a wire initiated and confirmed by such Authorized User. Customer may add, change or delete the Authorized Users in accordance with Section II.9. of this Agreement. In the event the designated Authorized Users with authority to confirm are not available to confirm a payment order, Customer agrees that Bank may, at its discretion, elect to process the payment order initiated by an Authorized User. Customer agrees to be bound by any such payment order processed by Bank.

b. Waiver of Confirmation. Bank advises Customer not to waive confirmation. If Customer, however, chooses to waive confirmation, Customer agrees to be liable for all outgoing payment orders, except those payment orders where (1) Customer is able to conclusively prove that the unauthorized transfer could not have been prevented by the use of confirmation procedures; (2) Bank is unable to produce any evidence that the unauthorized transfer could have been prevented by the use of confirmation procedures; and (3) Customer is not otherwise liable for the transfer under this Agreement or applicable law. Customer acknowledges that not using confirmation procedures substantially increases Customer's risk of liability for an unauthorized wire transfer.

c. Confirmation of Wire Transfers Initiated through SinglePoint®, Batch Wire, or Real-Time Wire Interface (collectively, the "Customer Initiation Methods"). Customer represents and warrants that the confirmation of payment orders initiated through any of the Customer Initiation Methods shall be verified, initiated and confirmed by Customer prior to receipt by Bank. All payment orders shall be initiated and confirmed in accordance with the security procedures established for the relevant Customer Initiation Method.

5. Advices.

a. Advice Method. Customer will select the type of advice it wishes to receive after Bank receives an incoming wire transfer. If Customer selects telephonic advices, Customer may designate person(s) to be contacted and telephone numbers to be used for advice purposes. Bank shall not be required to make more than one attempt to reach Customer's designated location by telephone. If Bank is able to reach the Customer's designated location, but not Customer's designated Agent, Bank may leave a message containing the information to be conveyed.

b. Advices by Facsimile. If Customer selects advices by facsimile ("fax"), Customer shall exercise extreme care in maintaining its own security in the receipt of fax advices. Customer acknowledges that the information to be received by fax may include confidential information, including, without limitation, names, amounts, phone numbers, originating account information, and the text of incoming wires. Customer further acknowledges that it alone assumes full responsibility for maintenance of its internal security procedures to keep such information confidential. Customer agrees to indemnify, defend and hold Bank harmless against any and all claims, demands, expenses, liabilities and damages, including attorney fees at trial and on any appeal or petition for review, incurred by Bank arising directly or indirectly from the transmission by fax of an incoming wire transfer advice.

c. Waiver of Advice. Customer may waive its right under the Uniform Commercial Code to receive advices by so indicating on the applicable Implementation Documents.

6. International Wire Transfers.

a. General. Wire Transfers across country borders are customarily done by Bank through a correspondent bank. Outgoing US dollar payment orders to selected countries may be converted by Bank or its correspondent to the local beneficiary's currency at the applicable rate in effect at any point in the processing chain, unless Customer has instructed Bank not to convert the currency. Any fee, commission or charges assessed by Bank or the correspondent bank may be passed on to the Customer or deducted from the wire transfer amount by Bank or the correspondent bank, or such costs may be shared or split (that is, allocated to Customer and deducted from the wire transfer amount). Payment to a foreign country is subject to the laws of the foreign country involved. Bank assumes no liability for delays, non-delivery or other events resulting from causes beyond Bank's control. In refunding unexecuted payment orders, Bank shall be liable to Customer only to the extent it receives payment from the correspondent bank processing the transfer. Cancellation of a transfer involving non-US dollar currency is subject to any rate exchange loss as determined by Bank. Customer agrees to sell any canceled payment order to Bank at the then current applicable foreign currency buy rate.

b. Remittance Transfer Provider. If Customer is at any time classified as a Remittance Transfer Provider under Regulation E, Customer represents, warrants and agrees that:

- (i) Customer shall be responsible for performing and complying with the requirements of 12 CFR Part 1005, including, but not limited to, providing disclosures to the consumer (sender), the error resolution procedures, the provision of any remedies to the consumer, and the cancellation and refund of remittance transfers;
- (ii) Bank is acting as an agent and not as a Remittance Transfer Provider when performing activities on behalf of Customer; and
- (iii) Even if Bank is deemed a Remittance Transfer Provider under applicable law, Customer shall take all actions necessary to comply with the obligations of a Remittance Transfer Provider.

Customer agrees to indemnify and hold Bank harmless from and against any and all loss, liability, damage, costs and expenses (including attorneys' fees) that Bank may sustain in reliance on Customer's representations and warranties set forth herein.

7. Reverse Wire Transfers.

a. Authorized Debits. If requested by Customer and agreed to by Bank, Customer authorizes Bank to debit Customer's account(s) with Bank upon receipt of a Fedwire drawdown request, and to send funds to the

Requesting Bank. Each transfer will be done on the Business Day Bank receives the incoming request from the Requesting Bank if the request is received within a reasonable time to determine whether Customer's Account has sufficient available funds and to obtain access to the Federal Reserve network prior to the close of business.

b. Reverse Wire Funding. Customer acknowledges and agrees that Bank may reject any reverse wire request in excess of the collected and available balance. Requesting Bank will be notified if the request is rejected by Bank.

c. Wire Transfer Numbers. Customer's obligation to pay Bank the amount of the funds transfer in the event that the Fedwire message does not identify the same account or financial institution is not excused in such circumstances. When names and numbers are inconsistent, the numbers shall control. With respect to incoming wire transfers that do not indicate an account number recognizable to Bank, Bank may return the wire transfer to the sending financial institution without incurring any liability. Customer does not have the right to reverse, adjust, or revoke any Fedwire message after it is received by Bank; however, Bank will use reasonable efforts to act on such a request by Customer to reverse, adjust or revoke such message before Bank has sent the outgoing wire transfer. With respect to an outgoing wire transfer already transmitted by Bank, Bank shall, at Customer's request, request the receiving financial institution to return funds previously transferred. Customer understands and agrees that the receiving financial institution may or may not comply with any such request.

d. Authorizations. Customer's authorization for reverse wire requests shall remain in effect until Customer gives written notice to Bank. Bank will have a reasonable time to act on any written notice received from Customer.

e. Limitation on Bank's Liability. In consideration of Bank's compliance with this authorization, Customer agrees that Bank's treatment of any charge, and Bank's rights with respect to it, shall be the same as if the entry were initiated personally by Customer. Bank shall have no liability if any charge is dishonored.

8. Additional Limits on Bank's Liability. Bank is responsible only for performing the Services described in this Section. Bank shall not be responsible for the acts or omission of Customer, any Federal Reserve Bank or other financial institution, any transmission or communication, or any other person and no such person shall be deemed to be Bank's agent under this Agreement.

F. DATA TRANSLATION SERVICES

1. Introduction. Bank may provide electronic data integration, custom formatting, or data translation ("Data Translation Services") to electronically streamline the exchange of payments, remittance and other information between Customer and Bank and between Customer and its trading partners. If requested by Customer and agreed to by Bank, Bank will provide Data Translation Services in accordance with this Agreement and other procedures provided to the Customer. Customer agrees that Data Translation Services shall be governed by this Section and all other relevant sections of this Agreement.

2. Scope of Services. Data Translation Services may be used by Customer to initiate and receive payments using multiple payment channels or networks such as checks, wire transfers, ACH, credit card and SWIFT, and to provide and receive business communications such as remittance data, payment data, invoices, confirmations, orders, or other information in Customer's preferred format. In order to obtain Data Translation Services, Customer must maintain an analyzed demand deposit account with Bank.

3. Entry Origination/Processing Dates/Deadlines. Customer may from time to time deliver to Bank requests to format information for payments and/or other data translation via the agreed upon means (collectively, "Data Translation Request(s)"). All Data Translation Requests shall conform to the content, format, deadlines and other specifications that may be established by Bank or a third party software program approved by Bank for use with the Service. Bank may establish different deadlines for Data Translation Requests depending on the method of delivery employed by Customer and all such deadlines are subject to change. Bank must receive Customer's Data Translation Requests at or prior to the deadline established for processing on the Business Day of receipt. Data Translation Requests received after the deadline will be processed on the next Business Day. Customer will be notified if a Data Translation Request is rejected in accordance with procedures established by Bank. Customer represents and warrants that all information in each Data Translation Request delivered to Bank by Customer shall be accurate, timely, authorized and will otherwise comply with all applicable laws, rules and regulations.

4. Content and Transmission of Information. Data Translation Requests are only designed to respond to information provided by Customer. Accordingly, any inaccuracy in any information provided by Customer may result in unintended processing by Bank. Bank bears no responsibility for detecting or reporting any error in data supplied by Customer and shall not be liable to Customer for any information provided by Customer with respect to a Data Translation Request which is inaccurate, incomplete, duplicative, or otherwise incorrect. Customer shall retain data on file adequate to permit Customer to remake each request for at least ten (10) Business Days following the date a file is sent to Bank, and shall provide such data to Bank on request. Customer acknowledges that Bank has no obligation to maintain back-up copies of requests or other information delivered by Customer to Bank. Customer acknowledges that Data Translation Services may involve the transmission of confidential consumer information that may be subject to privacy laws and regulations, including breach notification regulations. Customer agrees to notify Bank if Customer sends or receives protected health information as part of Data Translation Services. If Customer is the recipient of misdirected information, Customer shall immediately notify Bank and return the information to Bank. Customer agrees not to retain, use, copy, distribute or otherwise disclose the information in any manner.

5. Payment Requests. Customer agrees that its requests to initiate payments utilizing Data Translation Services shall be governed by this Section, the sections of this Agreement governing the applicable payment mechanism, and all other applicable laws, rules and regulations governing the relevant payment mechanism. Customer authorizes Bank to execute all electronic and check payment requests ("Payment Requests"), and settle to the Customer's account all Payment Requests, delivered to Bank in compliance with the terms of this Agreement, including the security procedures. Customer is solely responsible for initiating the Payment Requests sufficiently in advance to meet Customer's contractual obligations to its vendors and/or its customers. Bank shall not be responsible for any late payment or finance charges that may result from Customer's failure to allow sufficient lead-time.

a. Electronic Payment Requests. Customer may from time to time request that Bank initiate electronic payments using the ACH network, the credit card network, the SWIFT network, the wire transfer system or other electronic funds transfer system ("Electronic Payment Requests"). Except as may be provided elsewhere, Customer may not amend or revoke Electronic Payment Requests after they have been received by Bank. Customer acknowledges that the rules of NACHA and other electronic funds transfer systems may make any credit provisional until the financial institution crediting the account of the beneficiary specified in an Electronic Payment Request receives final settlement and that if the financial institution does not receive final settlement, it is entitled to a refund and Customer shall be deemed not to have paid the beneficiary. Electronic Payment Requests with settlement dates of more than thirty (30) calendar days from receipt will not be processed unless prior arrangements have been made. Customer authorizes Bank to use whatever means Bank, in good faith, deems reasonable under the circumstances to execute each Electronic Payment Request, including selection of a funds transfer system, routing, and means of transmission.

b. Check Payment Requests. Customer may from time to time request that Bank print checks and related remittance information ("Check Payment Request(s)") and issue and distribute such checks and information. Customer shall designate the account(s) from which Bank is to make payment ("Payment Account") and shall maintain a sufficient balance in the Payment Account to fund its Check Payment Requests. To mitigate against fraud, Bank may require that Customer utilize Bank's Positive Pay Services in conjunction with the Payment Account. Customer agrees that checks drawn in a manner consistent with a Check Payment Request shall be duly authorized to the same extent as a check drawn and signed by Customer and is properly payable by Bank. Customer authorizes Bank to deduct the Payment Account in the amount of the Check Payment Request. If there are insufficient funds in the Payment Account to make a Check Payment Request, Bank may in its sole discretion either refuse to make the payment, or make the payment and overdraw the Payment Account. In either event, Customer shall incur fees as disclosed by Bank in the account agreement and related fee schedules and other disclosures. Customer has no right to reverse, adjust or revoke any Check Payment Request after it has been received by Bank. Bank will, however, make reasonable efforts to act on such a request by Customer. If Check Payment Requests relate to printing checks drawn on another financial institution's account ("Off-Us Checks"), Customer acknowledges that Bank shall not be liable for any fraudulent or unauthorized activity that may arise from the use of such Off-Us Checks. If Check Payment Requests relate to printing payroll checks, Customer acknowledges that Bank shall only print payroll checks and shall not be responsible for any other aspect of payroll processing, including, but not limited to, producing IRS Form W-2s, 1099s, or other payroll-related tax documents. In addition, Customer represents and warrants that it shall not include any social security numbers in the Check Payment Requests for payroll checks and agrees to indemnify and hold Bank harmless if the checks or check stubs are printed with social security numbers.

6. Security Procedures. Customer shall comply with all security procedures established by Bank for Data Translation Services. Customer agrees that all Data Translation Requests that involve the exchange or transmission of banking information shall only use secure transmission options supported by Bank. For some Services, such as ACH, Customer and Bank may establish alternative, comparable security procedures for accessing such Services when Data Translation Services are utilized. Customer is solely responsible for maintaining its own internal security procedures to prevent errors or unauthorized access to Customer's computer systems by unauthorized employees, vendors or customers. Bank has no responsibility for the security procedures employed by Customer's trading partners.

7. File Confirmation Procedures. Customer shall at all times comply with the applicable file confirmation procedures established by Bank. File confirmation procedures utilizing Data Translation Services are solely for the purpose of verifying Bank's receipt of the Payment Requests but not for identifying errors in transmission or content.

a. Control Totals. Customer shall call Bank's Audio Response Unit ("ARU") or send a data file to Bank providing the total items and dollar value of the Payment Requests and any other necessary information ("Control Totals"). After Bank receives Customer's Payment Requests,

Bank will compare the Payment Requests to the Control Totals. If the Control Totals match the Payment Requests, Bank will process the Payment Requests. Bank will not process the Payment Requests if Bank does not receive conforming Control Totals on or before the established delivery deadline. Bank will notify Customer if the Control Totals do not match the Payment Requests, or if Bank receives Payment Requests without receiving Control Totals or vice versa.

b. Payables File Manager. Payables File Manager is an elective Service that allows Customer to confirm that Bank has received Customer's files. Using SinglePoint® or other applications or systems as may be introduced by Bank, Customer may view the status of Data Translation files sent by Customer to Bank. If Customer selects this Service, Customer agrees to promptly and regularly review the status of all files displayed in the Payables File Manager and to notify Bank if any files sent by Customer were not received by Bank. Customer bears sole responsibility for any inaccurate or incomplete information sent to Bank if Customer fails to notify Bank prior to Bank's processing of Customer's files.

G. COURIER SERVICES

1. Introduction. Courier Services are offered by Bank for Customers who require ground transportation for the pick-up, transportation and delivery of non-cash banking transactions to Bank locations other than a cash vault. Bank has selected a third party courier ("Courier") to provide the transportation Services on Customer's behalf.

2. Deposit Contents. Customer acknowledges that the Courier Services is not an armored delivery service and agrees to tender check-only deposits to the Courier. Customer agrees that it shall not deposit any currency, securities, documents or other items which cannot be reconstructed or duplicated. Any deposits of cash using this Service shall be at Customer's peril and Customer agrees to assume any and all risk of loss associated with tendering cash deposits.

3. Courier as Agent of Customer. Customer acknowledges and agrees that the Courier is the Agent of Customer and not of Bank. Until Bank actually receives a delivery in accordance with section 7 below, Bank assumes no risk of loss or theft by third parties or employees of the Customer or the Courier. Bank makes no representation or warranty regarding, and assumes no responsibility with respect to, any services performed or promised by the Courier. The Courier maintains ultimate responsibility for scheduling, movement and routing.

4. Packaging. Customer agrees to tender deposits to the Courier using an undamaged and properly fastened bag. Customer shall prepare in duplicate, deposit tickets that list the deposit contents, the total dollar amount of the deposits, and the account or accounts of Customer at Bank to which the checks shall be deposited. Customer agrees to place the original deposit ticket in the bag, and to retain the duplicate ticket.

5. Reconstruction. Customer agrees to maintain a complete and accurate reconstructible deposit listing of each deposit given to the Courier. Customer agrees to reasonably and promptly cooperate with Bank and/or the Courier in the notification, identification and replacement of any damaged, lost or destroyed deposit items. Such cooperation shall include reasonable requests by Customer to the makers of the checks to issue duplicates for the damaged, lost or destroyed items. Customer shall notify Bank of any damaged, lost or destroyed items no later than sixty (60) days following the day the items were delivered to the Courier. Bank shall have no obligation to research any damaged, lost or destroyed items if Customer fails to notify Bank within the prescribed time.

6. Processing. Bank is authorized to open the bag and to process the contents in accordance with Bank's normal procedures and any applicable availability schedules. All deposits shall be subject to verification and adjustment by Bank. Bank's verification shall be deemed correct and binding upon Customer absent manifest error. If Bank discovers a discrepancy between the contents of the bag and the deposit ticket, Customer hereby authorizes Bank to process and deposit the contents, and to complete an adjustment ticket, which will be mailed or delivered to Customer.

7. Actual Receipt Required. Bank is not liable for any losses, damage or destruction of items that occur while in the custody of the Courier. Bank shall not be considered as an insurer of any deposits placed with the Courier until such time the deposits are received and acknowledged by Bank. Deposits delivered to the Courier are not considered received by Bank until they are actually delivered to Bank's processing center.

8. Delivery of Deposits. Deposits delivered by the Courier after Bank's deadline for the receipt of deposits, may, at Bank's discretion, be held and credited to the Customer's account the next Business Day. Courier Service deliveries on Saturdays, Sundays and on days recognized as bank holidays (when available), shall be held and credited to the Customer's account the next Business Day.

H. CASH VAULT SERVICES

1. Introduction. The Terms "cash", "coin" and "currency" as used herein shall refer to coin and currency of the United States, and certain foreign currencies accepted by Bank.

2. Foreign currency. Customer shall not deposit any foreign currency unless Customer has obtained Bank's prior approval. Bank reserves the right, in its sole discretion, to impose restrictions on, or discontinue acceptance of, foreign currency deposits. Sections H.5 and H.8 below do not apply to foreign currency processing. Foreign coin shall not be accepted for deposit by Bank under any circumstances.

3. Account. All deposits of coin, currency, and checks will be credited to, and all withdrawals of coin, currency, and checks will be debited against, Customer's deposit account at Bank (the "Account") which Customer has designated as being covered by the Services described herein. Customer agrees that it shall not deposit any items, instructions or objects other than coin, currency, and checks as outlined in this Agreement, and agrees to assume any and all risk of loss associated with tendering items not specified herein.

4. Deposits.

a. Customer shall supply and maintain tamper evident disposable plastic bags used for deposits. Plastic bags shall be sealed according to manufacturers' instructions and addressed to the appropriate secured facility specified by Bank. Customer will prepare deposits as follows: (i) currency will be batched separately from checks with each currency and check batch accompanied by a deposit ticket fully completed by Customer; (ii) currency will be banded with 100 notes of the same denomination whenever possible; (iii) deposits will be delivered by Customer's certified armored carrier to the secured facility specified by Bank; and (iv) to receive same day credit, deposits must be made prior to the daily deadline established by Bank from time to time, and any deposits received by Bank after its deadline may be considered to have been received on the next Business Day. Foreign currency deposits do not qualify for same day credit and are subject to Bank's prevailing exchange rates.

b. Bank will process Customer's deposits as follows: (i) deposits will be receipted and conditional (subject to verification) credit assigned based on the amount identified on the deposit ticket; (ii) deposit tickets that are missing, blank or do not contain legible "declared balances are subject to delayed ledger credit of one Business Day; and (iii) coins and currency will be counted and Bank's count will be the valid and controlling count.

c. For U.S. currency, if there is a coin and currency variance of more than USD 10 from the declared balance on Customer's deposit ticket, Bank shall adjust Customer's coin and currency deposits through a separate debit or credit to Customer's account. Any such adjustment shall not be reflected on Customer's deposit ticket. Deposit tickets containing a declared total that includes check deposits, may require a separate and additional adjustment for any variances to Customer's check deposits. If there is a coin and currency variance of USD 10 or less from the declared balance on Customer's deposit ticket, Bank shall not make any adjustment to Customer's currency and coin deposits, and shall credit Customer's account based on Customer's declared balance. Upon request, Bank will provide Customer with any available information that may assist Customer in reconciliation of the difference.

d. Deposited items are deemed received on the day of delivery if Bank receives the deposit prior to Bank's established deadlines. Deposits will be processed in accordance with normal Bank procedure and any applicable availability schedules. All deposits made by Customer shall be subject to verification and adjustment by Bank. Bank's verification shall be deemed correct and binding upon Customer for all purposes, absent manifest error.

e. If Customer chooses to pre-encode its checks or other items for deposit, Customer agrees to comply with the pre-encoded deposit procedures and specifications as may be established and revised by Bank. Customer shall be responsible for any of its encoding errors. Bank may treat certain deposits as unencoded deposits if there is an unacceptable rate of encoding errors.

5. Withdrawals.

a. Bank may provide Customer with United States currency and coin in designated denominations from time to time as requested by Customer through the Bank's automated ordering system ("Cash Orders"). Customer must comply with all of Bank's policies and procedures regarding the placement and delivery of Cash Orders, including, without limitation, the maintenance of a designated password. Customer shall be responsible for maintaining the confidentiality of Customer's password and restricting access to the system to authorized Agents. All Cash Orders will be charged to the account designated by Customer and must be picked up by Customer's Agent or sent by registered mail to a street address. Only armored couriers may pick up Cash Orders directly from a cash vault operated by Bank. Bank may release any Cash Order to any individual that Bank reasonably believes to be Customer's Agent. Customer shall be responsible for any Cash Order after receipt thereof by the Agent. Bank may specify a daily Cash Order limit and Customer agrees that it will not initiate a Cash Order in excess of the designated limit. In no event shall Customer initiate a Cash Order in excess of the immediately available funds in the designated account.

b. Customer may order currency and coin from Bank as follows:

- (i) The preferred order for currency is in standard full strap (100 banknotes) quantities only.
- (ii) Coin may be ordered in standard full box units (50 rolls), individual rolls or loose standard bags only.
- (iii) A charge for the face value of the monies ordered will be made to the Account on the day the order is processed by Bank.
- (iv) Orders for coin and currency may be placed no later than the deadline established by Bank from time to time for delivery on the next Business Day. Depending on Customer's location, select cash vault sites may require a minimum two-day lead time or more for coin and currency orders.
- (v) Bank must be notified of any discrepancies pertaining to coin or currency orders within two Business Days of receipt by Customer of such coin or currency. Customer must return documentation to back-up outages such as plastic change order bag, currency strap, coin wrapper and/or box.

6. Processing. Bank will provide processing on all days Monday through Friday, except for holidays on which Bank is closed. Cash Vault Services using third party vendor applications with time stamp data are for informational purposes only and may not reflect actual timing of receipt, posting or verification of Customer's deposits by Bank. Bank shall not be liable for any inaccurate or incomplete information with respect to such time stamp data provided to Customer.

7. Carrier Service. Any carrier service utilized to deliver or secure coin, currency or other property to or from Bank, including, without limitation, the United States Postal Service, will act as the agent of Customer and not of Bank. Customer and carrier shall agree upon the delivery days and times. Customer will bear the entire risk of loss of coins, currency or other property of Customer when in the custody or control of Customer's carrier service.

8. Remote Cash Deposit. The Remote Cash Deposit Service allows Customer to contract directly with one or more armored carriers to utilize a "smart" safe at one or more Customer locations that will enable Customer to receive Bank-offered provisional credit for the currency residing in each safe. If this Service is selected by Customer and agreed to by Bank, the armored carrier is responsible for providing on-going maintenance for the safe, currency pickups, and delivery of the currency to Bank. Bank shall not be responsible for the safe or any aspect of the Service provided by Customer's armored carrier. Prior to Bank's established cut-off time, the armored carrier will provide Bank with an electronic presentment file of the currency amount at each safe location. Bank will post to Customer's Account the credits, debits or adjustments in the presentment files sent by the armored carrier. Bank shall provide provisional credit only for the declared values in the presentment file that were verified and accepted by the safe's currency acceptor. All coin, check, mutilated currency, or other similar items shall not be deposited in the safe, shall be handled by Customer as a separate deposit and will not be given provisional credit under the Remote Cash Deposit Service.

Customer must deliver the physical currency to Bank within applicable timeframes that are dependent on Customer's pickup frequency, which in no event shall be greater than fifteen calendar days after Customer receives the provisional credit. Any physical currency not received by Bank within the applicable timeframes will be debited from Customer's Account without further notice. Bank shall charge Customer's Account for any counterfeit currency deposited in the safe. Customer agrees to indemnify, defend and hold Bank harmless from and against any and all claims, demands, expenses, losses, liabilities and damages of any nature whatsoever, including, without limitation, reasonable attorney fees and court costs at trial or appeal arising directly or indirectly from Customer's failure to maintain sufficient funds in its Account to cover any obligations incurred hereunder. Customer acknowledges and agrees that all items deposited in the safe, including, but not limited to, all coin, currency, checks, securities, bonds, and other valuables (without limitation, "Safe Contents") are held in trust solely for the benefit of Bank. Customer has no right, title and interest in the Safe Contents after they are deposited in the safe and that Customer has no present ability and will not have the future ability to remove the Safe Contents from the safe. Customer further acknowledges and agrees that the provisions contained herein are enforceable against it regardless of whether Customer owns or leases the safe located at any Customer location.

9. Representations. Customer represents and warrants to Bank that (a) all funds deposited with Bank will be the proceeds of, and all funds ordered and withdrawn from Bank will be intended for use in, Customer's lawful activities and (b) all of Customer's transactions hereunder will be conducted solely on Customer's behalf and not on behalf of any other person or entity.

10. Regulatory Compliance. Customer shall provide Bank immediately upon request with any information, and otherwise shall cooperate with Bank in every way necessary in order to enable Bank to fulfill its obligations with respect to the reporting of transactions in coin and currency or any other regulatory requirement.

11. Agents. Bank from time to time may use a third party or agent to receive Customer's deposits, to deliver Customer's coin and currency orders, or to perform any other Services of Bank hereunder. Bank will provide Customer with all necessary instructions for contact with such third party or agent. Customer agrees to implement and properly use any and all other security procedures prescribed or recommended by any third party or agent providing this Service on Bank's behalf and agrees to hold Bank harmless from any claims or losses arising from Customer's failure to implement and properly use any security procedures prescribed or recommended by such third party or agent. If Customer uses its own agent or vendor to provide a specific service for Customer, Customer agrees Bank shall not be liable for the actions of such agent or vendor.

12. Use of and Access to Cash Vault Services. Customer acknowledges and agrees that Cash Vault Services are to be used exclusively for its benefit and, absent prior written approval by Bank, Customer will not permit third parties, including non-Customers or other Agents of Customer (excluding approved armored car carriers or agents making cash deposits into a Customer's account at Bank and agents ordering cash on behalf of a Customer), from accessing or otherwise using any Cash Vault Services offered by Bank.

I. U.S. BANK EASYTAXSM SERVICES

1. Authorization; Enrollment. If the EasyTax Service is requested by Customer and agreed to by Bank, Bank will electronically enroll Customer in the Electronic Federal Tax Payment System (EFTPS) if Customer desires to make federal tax payments via EFTPS. Electronic enrollment will allow Bank to process Customer's tax payments in compliance with EFTPS through Bank's tax payment system only. If Customer chooses to pay federal taxes by any other means, payments may not be EFTPS compliant. Customer understands that Bank's EFTPS enrollment form 8655 does not replace the EFTPS form 9779, which is sent to mandated companies by the Internal Revenue Service. Customer may also make state tax payments using EasyTax. Customer agrees that the EasyTax Service shall be governed by this Section and all other relevant sections of this Agreement.

2. Submission of Information. Customer shall furnish Bank with complete and accurate master file information which shall enable Bank to file tax deposits via ACH with the appropriate tax authorities in a timely manner. The Service provided by Bank hereunder shall be based solely upon the information furnished by Customer to Bank. Accordingly, any inaccuracy in any information provided by Customer may result in unintended processing by Bank. Customer bears sole and exclusive responsibility to verify that the information provided to Bank is complete and accurate. Bank bears no responsibility for detecting or reporting any error in data supplied by Customer and shall not be liable to Customer for any information provided by Customer with respect to information that is inaccurate, incomplete or otherwise incorrect. The Service provided hereunder does not relieve Customer of any duty imposed on Customer by law to maintain records or from verifying and, if necessary, immediately correcting in writing all data received from Bank relating to the Service. Customer agrees to be bound by any instructions, whether or not authorized, issued in its name and accepted by Bank in accordance with the agreed procedures. Customer shall indemnify and hold Bank harmless from and against all liability, loss and damage (including attorneys' fees and other costs incurred in connection therewith) arising out of the use of information provided by Customer.

3. Requests for Payment. Requests for payment to tax authorities must be made in accordance with instructions which Bank shall provide Customer, which may be amended by Bank from time to time at its discretion, and will be considered complete only if actually received by Bank. All tax deposits must be initiated at least one Business Day in advance of the due date, otherwise deposits may be subject to federal or state penalties. Any request by Customer to make tax deposits hereunder shall be submitted to Bank prior to the daily cut-off time established by Bank from time to time. Any such request received by Bank after its daily cut-off time may be processed on the next Business Day. In the event that an ACH Entry is rejected or returned by an ACH processor for any reason whatsoever, Bank will give Customer notice of any rejected or returned ACH Entry in the usual manner agreed to by the parties. Bank shall have no liability for any delay caused by strikes, telephone failure, equipment or electrical failure, or any other condition beyond the reasonable control of Bank.

4. Receipt of Funds. Funds received by Bank from Customer shall be held as a deposit liability of Bank to Customer until such time as such funds are due and paid to the appropriate tax authorities. Customer is not entitled to interest on such funds and Bank may invest such funds solely for Bank's benefit.

5. Account. Customer shall maintain with Bank a commercial demand deposit account in which Customer shall maintain immediately available funds in an amount sufficient to cover all tax deposits and fees charged by Bank for the Service hereunder. Failure by Customer to maintain such funds shall relieve Bank from providing such Service, notwithstanding any request by Customer to provide the Service.

6. Liability. Bank shall not be liable for any penalties assessed by reason of failure of Customer to make any tax payments. Interruption of the Service or performance hereunder for any reason shall not relieve Customer of its obligation to make any required tax deposits, and Bank shall not incur any liability to Customer for Customer's failure to make any such deposit. If Customer elects to make a tax deposit by any means other than through Bank, Bank shall not be liable for any penalties or interest arising from any error in due date or other calculations for deposits made within the period in which such other

deposit was made. Bank may choose to provide its EasyTax Service through a third-party vendor. Bank and its third party vendor's liability to Customer is limited to correcting any error made by the Bank or third-party vendor. The sole and exclusive remedy, at law or in equity, against Bank or third party vendor is limited to money damages in an amount not to exceed the total amount paid to Bank for EasyTax fees during the twelve (12) months preceding the event giving rise to the liability. Neither Bank nor third party vendor will be liable for special, incidental, or consequential damages. Customer acknowledges that the EasyTax Service would not be available or would be available at substantially increased rates without the liability and remedy limitations set forth in this agreement.

7. Codes. Customer shall keep confidential the Access and PIN codes issued to Customer in connection with the Service, and only Customer shall use such codes. If Customer suspects that any such codes have become known or otherwise accessed by unauthorized persons, Customer shall notify Bank immediately and follow up such notice with written confirmation. The occurrence of unauthorized access will not affect any deposits made in good faith by Bank before Bank has received such notification and had a reasonable time to act to prevent any unauthorized deposits.

J. PAPER-BASED DISBURSEMENT SERVICES

1. Controlled Disbursement.

a. Disbursement Account. If requested by Customer and agreed to by Bank, Customer will open and maintain a demand deposit account ("Disbursement Account") and a primary funding account ("Funding Account") at Bank. The disbursing bank may be a financial institution that is a subsidiary or affiliate of Bank or Bank itself. Bank reserves the right to require Customer to use Bank's Positive Pay Services in conjunction with the use of Disbursement Account(s). Customer hereby authorizes and directs Bank to act on its behalf and as its agent, as Bank in its sole discretion deems necessary or advisable, in performing any of the Controlled Disbursement Services and related Services.

b. Funding Procedures. On each Business Day, Bank shall electronically provide Customer with a report of the total aggregate amount of all presented disbursement checks, and ACH transactions posted in the early morning ACH window, net of the prior day adjustment and other charges to the Disbursement Account (the "Total Clearings"). Customer agrees to maintain sufficient collected balances in the Funding Account by the established deadline to fund the Total Clearings. Bank is hereby authorized to debit the Funding Account in an amount equal to the actual or estimated Total Clearings and to transfer funds in said amount for credit to the Disbursement Account. Bank reserves the right to convert the Disbursement Account into a standard prepaid checking account at any time upon notice to Customer.

c. Adjustments. Bank will compare the report of electronic presentments to the checks presented against the Disbursement Account. If the total dollar amount of checks electronically reported is less than the total dollar amount of checks presented, Bank will credit the Disbursement Account for the difference. Bank will add this difference to Customer's Total Clearings the next Business Day.

d. Daily Dollar Limit. A daily dollar limit (the "Dollar Limit") may be established from time to time by Bank with respect to the Disbursement Account in Bank's sole discretion. Bank shall have no obligation to pay disbursement checks and ACH transactions (collectively, "Items") in excess of the Dollar Limit. Bank may, at any time, either verbally or in writing (but shall not be deemed obligated to) notify Customer of any change made by Bank in the Dollar Limit. Establishment of the Dollar Limit should not be interpreted or construed by Customer as any commitment or agreement by Bank to provide any credit or loans to Customer, nor as an agreement or commitment to debit the Funding Account when doing so would create a negative balance therein.

e. Special Circumstances. Customer acknowledges that Bank, under some circumstances beyond its control, may at times be unable to provide a report of the total amount of its Total Clearings early enough for Customer to make a complete and acceptable funding of the accounts. Customer nevertheless agrees to fund the Funding Account completely by using an estimate of the Total Clearings.

f. Action Affecting Accounts. Should Bank receive any process, summons, order, injunction, execution, levy, lien, garnishment, or adverse claim notice (either by a governmental authority or third party) (hereinafter referred to as "Process"), which Bank reasonably believes will adversely affect the Funding Account or the Disbursement Account, Bank may, at its option and without liability, refuse to honor orders to pay or withdraw sums from any Disbursement Account and may either hold the Funding Account balance herein until such Process is disposed of to the satisfaction of Bank or pay the balance over to the source of the Process in accordance with applicable law.

g. Return of Items Unpaid. Bank reserves the right, in Bank's sole discretion, to return unpaid any or all Items presented for payment against the Disbursement Account in the event that:

- (i) there are insufficient collected and available balances on deposit in the Funding Account by the established deadline to fund the Total Clearings;
- (ii) debits cannot be posted because the Disbursement Account or Funding Account is frozen, blocked, closed or because of any other condition; or

- (iii) any communications failure or other condition prevents Bank from monitoring Customer's Dollar Limit and/or the Items presented for payment.

h. Stop Payment Orders. Customer may issue stop payment orders on Items drawn on the Disbursement Account in accordance with Bank's procedures.

2. Warrant Services

a. Warrant Account. If requested by Customer and agreed to by Bank, Customer shall open and maintain a demand deposit account upon which warrants shall be drawn and will be charged (the "Warrant Account"). Customer shall maintain on deposit sufficient collected and available balances to cover items drawn on the Warrant Account.

b. Warrant Format. All warrants shall contain on the face of the item the words "warrant," and "payable through U.S. Bank." Customer will also encode all warrants in accordance with Bank specifications. Customer agrees to immediately make any changes to the format of the warrants or encoding when requested to do so by Bank and will be solely responsible for its failure or refusal to comply with Bank's specifications. Any warrant drawn by Customer on the Warrant Account shall be treated by Bank as a warrant regardless of what appears on the face of the warrant and Customer shall hold Bank harmless as a result of so handling any such item.

c. Presentment and Return. Bank shall make warrants presented to Bank available to Customer via electronic presentment. Bank shall notify Customer by electronic means of the account number, warrant number and dollar amount of all presented warrants and provide Customer with a front and back image of each warrant received by Bank. Bank's delivery of the images shall constitute an electronic presentment under the Uniform Commercial Code, Federal Regulation CC and other applicable laws. Warrant Services are additionally subject to the Reverse Positive Pay terms contained elsewhere in this Agreement. Customer shall notify Bank of each warrant that should be returned in the form agreed to by Bank and Customer. If Customer does not specifically decline payment of a warrant by the deadline established by Bank, such warrant will be finally paid by Bank. Customer acknowledges that warrants payable through Bank are considered to be drawn on Bank for purposes of the expeditious return and notice-of-nonpayment requirements of subpart C of Regulation CC of the Federal Reserve Board. If Bank agrees to return a warrant following Bank's deadline, Customer agrees to be responsible for Bank's failure to return the warrant in an expeditious manner as prescribed in Regulation CC. Bank shall be deemed to have made timely presentment to Customer with respect to any warrants that Bank receives at a time when it is prevented from making presentment to Customer as a result of any force majeure event illustrated in Section II. 22.

d. Examination of Warrants. Bank shall have no responsibility to examine warrants prior to presentment to Customer for its payment decision. Bank will take ordinary care to see that the amount of each warrant as drawn is accurately posted to Customer's account. Bank will not make any attempt to verify signatures, endorsements or restrictive clauses on warrants. Bank will not examine the dates on which warrants have been drawn for undated, stale or post-dated items. Bank shall have no responsibility for any liability, loss or damage resulting from (i) a payment in accordance with this Section of any warrant that is altered or unsigned or that bears the forged or unauthorized signature of Customer or (ii) return of any check to the depository bank in accordance with this Section.

e. Encashment of Warrants. Unless otherwise instructed by Customer, Bank is authorized to pay warrants issued by Customer that are presented for encashment by payees. Bank will not be liable for the encashment of any warrant which contains, or is purported to contain, a forged signature of a maker or endorser, or any other unauthorized modification, as long as Bank exercises ordinary care in cashing the warrant.

K. POSITIVE PAY SERVICES

1. Introduction. Positive Pay Services are offered by Bank as the most effective way to minimize loss from fraudulent check issuance or payment. If Positive Pay Services are requested by Customer and agreed to by Bank, Customer and Bank agree that in the event of an inconsistency between this Agreement and applicable law, the provisions of this Agreement shall prevail to the extent permitted. Nothing in this Agreement is intended to limit Bank's right to return an item unpaid if there are insufficient available funds in the designated account.

2. Format Specifications. Customer shall comply at all times with Bank's format and data transmission standards for the Positive Pay Service. Customer agrees to issue checks, drafts, warrants or other items (collectively, "Items") in accordance with Bank's specifications and will change the Item format when requested to do so by Bank. Bank shall not be responsible for correcting or resolving processing problems caused by substandard quality magnetic encoding.

3. Positive Pay.

a. Customer Responsibilities. Customer shall designate to Bank all account(s) that are to be used with the Positive Pay Service ("Positive Pay Account(s)"). Customer will provide Bank with a file of all outstanding Items prior to activation of this Service. On each day that an Item is written against the Positive Pay Account, Customer shall supply Bank with all required Item issue information prior to the deadline established by Bank. Such information shall include, without limitation, the account number, the issue date, the Item number and the face amount. Customer shall be responsible for the accuracy and completeness of all information provided to Bank.

b. Bank's Responsibilities. In reliance on the information provided by Customer, Bank shall create a master issue file for each designated Positive Pay Account ("Issue File"). If ARP File Confirmation Service is selected by Customer, Bank shall process the Issue File and provide a confirmation to Customer that the Issue File was received and processed. Excluding valid stop payment orders and issue records voided by Customer request, all Items, including those that have been electronically converted, that match by Item number and dollar amount to Bank's Issue File will be deemed properly payable and Bank is authorized to pay all such Items.

c. Paid No Issues. Each Business Day, Bank shall make reasonable efforts to report to Customer any Item serial numbers that do not match the Issue File ("Paid No Issue") and, if requested and available, provide the front and back images of those Items for that day's presentment; provided, however, no images shall be provided in the case of electronically converted Items. Customer agrees to review and make payment decisions on the Paid No Issue Items prior to Bank's established deadline. If Customer selects the Positive Pay Same Day service for controlled disbursement accounts, Customer shall receive and may make payment decisions on Paid No Issue Items prior to the Items posting to the controlled disbursement accounts, or defer payment decisions until the established deadline on the next Business Day. If Customer's requested default setup is for Bank to pay all Paid No Issue Items, Bank is authorized to finally pay any Paid No Issue Item unless Customer has instructed Bank to return the Paid No Issue Item prior to the established deadline. If Customer's requested default setup is for Bank to return all Paid No Issue Items, Bank is authorized to return any Paid No Issue Item unless Customer instructs bank to pay a Paid No Issue Item prior to the established deadline. Bank may rely on any instructions received from Customer that Bank reasonably believes to be genuine. Bank shall have no responsibility for any liability, loss or damage resulting from:

- (i) payment in accordance with this section of any Paid No Issue Item that is altered or unsigned or which bears the forged or unauthorized signature of Customer;
- (ii) the return of any Paid No Issue Item to the depository bank in accordance with this section; or
- (iii) Customer's failure to meet Bank's established deadlines. Customer may be required to place a stop payment order on any returned Paid No Issue Item, which shall be subject to Bank's customary stop payment fee. Bank's failure to report a discrepancy will not discharge Customer's obligation with regard

to any Item, and shall not obligate Bank to return any Item if it is otherwise properly payable.

d. Teller Positive Pay. All Positive Pay Accounts will interface with the Bank's teller system unless otherwise agreed to by Bank. Bank will compare Items presented for cash at a branch of the Bank with Customer's Issue File. Customer acknowledges that under some circumstances issuance information submitted by Customer may not be reflected in Customer's Issue File until the opening of the following Business Day. Customer agrees to follow Bank's established procedures should it need to manually add an Item to the Issue File. Bank will make reasonable efforts to assist Customer, but Customer acknowledges that Bank may be unable to process such requests on a same-day basis. If a special handling process for teller-cashed items is selected by Customer and agreed to by Bank, Bank shall attempt to contact Customer for approval prior to the encashment of any item that does not appear in the Issue File. Customer agrees that Bank, in its sole discretion, may refuse to cash any Paid No Issue Item and such refusal will not be deemed to be a wrongful dishonor. In the event of dishonor, Bank will refer the presenter to Customer. In the event that Customer requests Bank not activate or temporarily deactivate teller positive pay, Customer agrees to assume all risk of loss for any Bank teller-cashed Item that would have been identified as a Paid No Issue Item prior to acceptance.

e. Payee Positive Pay. If Customer selects this option which is available only through SinglePoint®, Customer's Item stock may first be tested to ensure it meets Bank's payee name readability rate. Customer shall designate to Bank all Positive Pay Accounts that shall use Payee Positive Pay. In addition to the Issue File information provided by Customer for the Positive Pay Service, Customer shall include in the Issue File the payee name(s) for each Item issued by Customer. Customer shall be responsible for the accuracy and completeness of the payee information provided to Bank. In reliance on the payee information provided by Customer, Bank will compare the payee information on the Item with Customer's Issue File for Items presented or deposited at Bank. Customer acknowledges that Bank will not be able to validate payee information for electronically converted Items presented to Bank for payment. Bank may, in its sole discretion, impose variable parameters for which the payee information will not be reviewed for certain Items processed through the back office. If such parameters are imposed, Bank agrees to assume the risk of loss for an Item that would have been identified as a Paid No Issue solely on the basis of the payee information.

f. Teller Payee Positive Pay. All Positive Pay Accounts will interface with the Bank's teller system unless otherwise agreed to by Bank. In addition to the Issue File information provided by Customer for the Positive Pay Service, Customer shall include in the Issue File the payee name(s) for each Item issued by Customer. Customer shall be responsible for the accuracy and completeness of the payee information provided to Bank. In reliance on the payee information provided by Customer, Bank will compare the payee information on the Item presented for encashment at a Bank teller line with Customer's Issue File. Customer acknowledges that under some circumstances issuance information submitted by Customer may not be reflected in Customer's Issue File until the opening of the following Business Day. Customer agrees to follow Bank's established procedures should it need to manually add an Item to the Issue File. Bank will make reasonable efforts to assist Customer, but Customer acknowledges that Bank may be unable to process such requests on a same-day basis. If a special handling process for teller-cashed items is selected by Customer and agreed to by Bank, Bank shall attempt to contact Customer for approval prior to the encashment of any item that does not appear in the Issue File. Customer agrees that Bank, in its sole discretion, may refuse to cash any Paid No Issue Item, including where the payee name is not an exact match and such refusal will not be deemed to be a wrongful dishonor. In the event of dishonor, Bank will refer the presenter to Customer.

4. Reverse Positive Pay.

a. The Paid File. Customer shall identify all accounts subject to Reverse Positive Pay ("Reverse Positive Pay Account"). When an Item is presented for payment against an identified Reverse Positive Pay Account, Bank shall notify Customer prior to the designated time, and in no case later than the Business Day following the day of presentment, of

the Reverse Positive Pay Account number, Item number and amount of the presented Item (the "Paid File") and, if requested and available, shall provide Customer with the front and back images of the Items. By electing Reverse Positive Pay, Customer assumes all fraudulent and other risks associated with teller-cashed Items unless Customer provides standing instructions to Bank to disallow encashment at the teller line.

b. Payment Instructions. Customer shall compare the information provided by Bank with Customer's Item issuance records. Customer shall notify Bank prior to the deadline established by Bank of Customer's decision on any reported Items that should be dishonored. Bank may rely on any instructions received from Customer that it reasonably believes to be genuine. Bank is authorized to finally pay any Item listed on the Paid File unless the Customer instructs Bank to return the Item prior to the established deadline. Bank shall have no responsibility for any liability, loss or damage resulting from (i) a payment in accordance with this section of any Item that is altered or unsigned or which bears the forged or unauthorized signature of Customer or (ii) return of any Item to the depository bank in accordance with this section. Bank reserves the right to require Customer to place a stop payment order on any Item to be returned. Any such orders will be subject to Bank's customary stop payment fee. Customer shall notify Bank by the designated deadline if the Paid File has not been received from Bank. Bank will make reasonable efforts to provide the Paid File to Customer and honor Customer's instructions. Bank's failure to provide a Paid File will not discharge Customer's obligation with regard to any Item that was otherwise properly payable at the time of presentment.

L. LOCKBOX SERVICES

1. Lockbox Service Requirements. Bank provides wholesale, retail and property management Lockbox Services, as well as E-Lockbox Services to assist customers in expediting receipt of their remittances. Customer will have its customers forward their payments to the location designated by Bank ("Lockbox"). Prior to initiation of any Lockbox Service, Customer must maintain a demand deposit account with Bank associated with the Lockbox Service ("Lockbox Account").

2. Testing; Remittances and Envelopes. Customer shall provide Bank samples of remittances and envelopes for testing and approval prior to using such remittances and envelopes in production. After implementation of Lockbox Services, if there are proposed changes to remittances and envelopes, Customer shall review the proposed changes with Bank and obtain Bank's approval prior to use. Bank may adjust the price for processing Customer's payments if changes are made to Customer's remittances and/or envelopes (including remittance scan line configuration) without such prior approval. Customer agrees not to provide any form of prepaid business reply mail envelopes for use with the Lockbox Services.

3. Access to Mail. Customer authorizes Bank or its agent to pick up mail at the appropriate postal facility, to have custody of the keys or combinations and unrestricted and exclusive access to such box, and to collect the mail therein to be processed by Bank as agreed by the parties. Bank shall process remittances in accordance with its standard procedures or in accordance with prior instructions received from Customer and agreed to by Bank. Upon termination of Customer's Lockbox Service, mail received shall be forwarded for sixty (60) days following termination.

4. Proprietary Rights. Bank possesses all proprietary rights to written material, including, without limitation, all computer programs written for Bank's Lockbox processing system, portable media, listings, and other documentation originated and prepared by Bank. Customer shall not duplicate, sell, or use in any manner such programs or documentation without the prior written consent of Bank.

5. Collections/Availability. Unless otherwise agreed, while Customer receives Lockbox Services, all collected funds held in the Lockbox Account shall be deemed to be Customer's funds for all purposes, including adjustment, attachment, execution, garnishment and other forms of legal process. The crediting and collection of items will be handled under the same agreement as applied to other commercial deposits and shall be subject to Bank's then current funds availability schedule.

6. Transmission of Information. Bank may transmit to Customer remittance information or other information received at the lockbox ("Lockbox Information") via secure electronic transmission. Customer further acknowledges that Bank has a duty to protect Lockbox Information and ensure that it is safely delivered to Customer and that Bank has deemed secure electronic transmissions to be the safest mechanism for delivery. If Customer elects to receive the Lockbox Information using other delivery means including paper reports, Internet delivery, CDs, DVDs, or other portable electronic media, Customer acknowledges that such delivery means are inherently more insecure and agrees to assume all risk, and hold Bank harmless from, any obligations, liability or losses that results from the nonreceipt, disclosure, dissemination, alteration or unauthorized access of the Lockbox Information. If Customer is the recipient of misdirected Lockbox Information, Customer shall immediately notify Bank and return the information to Bank. Customer agrees not to retain, use, copy, distribute or otherwise disclose the information in any manner.

7. Image Delivery Services. Bank shall electronically store check images, check information, remittance information or other information received at the Lockbox in accordance with Bank's record retention schedule. Customer may obtain such images or information via Internet access, CDs, DVDs or file transmission, if available, at the price outlined in the fee schedule. If the images or information are sent via CD or DVD, Customer agrees to verify the contents of the CD or DVD upon receipt and request a replacement, if necessary, within 10 days of receipt. Customer is solely responsible for safeguarding the security and confidentiality of all images and information that is stored on Customer's

computer systems, or printed or downloaded from the Internet, CDs, DVDs, other portable media, or file transmissions.

8. Credit/Debit Card Processing. If Customer desires to provide its customers with the option of making their payments via credit card or non-PIN based debit card, Customer shall first secure approval from a payment transaction processor that Bank is able to support. Credit/debit card processing shall be subject to applicable laws, rules and regulations, and the terms of any other agreement between Customer and the payment transaction processor. Customer acknowledges that Bank is acting on behalf of Customer to merely initiate the authorization of payments at the Lockbox site, and that Bank shall have no responsibility for chargebacks, processing fees, payment disputes or other matters related to the credit/debit card transaction. Bank shall enter the credit/debit card information using its best efforts and if adjustments are subsequently required, Customer shall be responsible for handling all adjustments.

9. Foreign currency-denominated items and items drawn on foreign banks. If Customer desires to have non-US dollar items processed by Bank, or items denominated in US dollars but drawn on a foreign bank, Bank shall handle the items within parameters established by Bank based on amount, the type of currency and other considerations outlined in the Implementation Documents. If the item does not fall within Bank's parameters for processing, Bank shall return the item unprocessed to Customer or forward the item for handling as a foreign cash letter collection. If Bank provides Customer with credit at the US dollar conversion rate in effect, and if the item is subsequently returned by the drawee Bank, Bank shall charge Customer's account for the prevailing exchange rate in effect at the time of the chargeback.

10. Compliance with Applicable Law. If specific lockbox handling requirements are required in order for Customer to comply with law or regulations applicable to Customer (for example, Regulation Z), Customer agrees to immediately notify Bank of any such requirements. If Bank is unable to accommodate Customer's specific requirements, Bank or Customer may immediately terminate the Lockbox Services.

11. Customer Responsibility. With respect to each item received at the Lockbox, Customer shall indemnify and hold Bank harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly: (i) from Customer's breach of a representation or warranty under applicable law, clearinghouse rule, Federal Reserve Operating Circular, or other similar rules or regulations; or (ii) from any other act or omission arising out of Bank's action or inaction taken pursuant to any request by Customer or pursuant to this Agreement. This section 11 shall survive termination of the Agreement.

12. Wholesale Lockbox Processing. Bank offers Wholesale Lockbox Processing services which allows for the processing of primarily business-to-business payments. Bank is authorized to remove and examine the contents of each envelope in accordance with Bank's wholesale lockbox servicing guidelines and shall observe the following guidelines provided in this section. Bank shall capture, format and send remittance data to Customer via information reporting or data transmission in accordance with the Implementation Documents.

a. Check Date. Bank will not examine any checks or other items with respect to check dates.

b. Check Amount. If Bank is unable to determine the amount of a check, such check will be forwarded unprocessed to Customer as an exception.

c. Payee. Checks made payable to the Acceptable Payees listed in the Implementation Documents or any reasonable derivation thereof are acceptable for deposit. Checks made payable to others may be returned by Bank as exceptions. Customer warrants that each Acceptable Payee is either Customer, its affiliate, or an entity that has authorized Customer to act on its behalf for the Services provided herein. If the Acceptable Payee is an affiliate of Customer or an entity which authorized Customer to act on such entity's behalf, Customer represents and warrants that such affiliate or entity has authorized checks payable to it to be credited to the Lockbox Account. Bank may require written authorization from any Acceptable Payee or written evidence that an Acceptable Payee has authorized Customer to act on its behalf. If Customer designates 'Accept

All Payees' in the Implementation Documents and Bank accepts such designation, Bank shall process all checks for credit to the Lockbox Account regardless of the payee name on the check. Such designation may be subject to additional Bank fees. Customer agrees to indemnify and hold Bank harmless for any claims, fines, expenses, and damages that arise out of Bank's processing of checks based on Customer's 'Accept All Payees' designation.

d. Missing Signature. In the absence of a signature, Bank will process the check. Customer agrees to reimburse Bank if the check is subsequently returned.

e. Exceptions. If a check is treated as an exception, it will be forwarded by Bank to Customer with the remittance data, and not deposited or otherwise reflected in the account of Customer.

f. Correspondence. Any correspondence, invoices and miscellaneous enclosures which are included with a payment, as well as any envelope that does not contain a check, will be returned to Customer unless Customer specifies different instructions in the Implementation Documents.

g. Notation. Customer agrees that Bank shall disregard any notation on a check containing "paid in full", "lien waiver" or other restrictive notation, whether preprinted or handwritten, and treat any such check as though such notation did not appear thereon. If Customer instructs Bank not to process checks with restrictive notations, Bank will use its best efforts to detect checks bearing such notations, but Bank shall not be liable to Customer for failure to detect any such notation.

h. Document Order. Bank shall use its best efforts to process documents that are not in logical order, are difficult to identify, or which are received in unorganized large packages.

13. Lockbox Remote Capture Services. Lockbox Remote Capture Services is an optional add-on service to the Wholesale Lockbox Processing service which provides eligible customers the ability to scan and transmit to Bank lockbox payments received at office locations. If Customer is approved for Lockbox Remote Capture Services, Customer agrees that Bank's Lockbox Remote Capture Services shall be governed by this this Section L (Lockbox Services) and other relevant sections of this Agreement, including but not limited to, the Electronic Deposit Services section.

14. Retail Lockbox Processing/Property Management Lockbox Processing. Bank offers Retail Lockbox Processing services and Property Management Lockbox Processing services which allow for the automated processing of high volumes of consumer-oriented payments. Bank is authorized to open each envelope and remove the contents, disregarding all notations and other marks on the envelopes. Bank shall not examine checks or other items with respect to payee names, check dates and check signatures. Bank is not required to retain remittance envelopes or forward them to Customer. Bank will disregard any restrictive notation on any check, including but not limited to "paid in full", whether preprinted or handwritten, and shall treat any such check as though such language did not appear thereon. Bank will process, endorse and deposit remittances in accordance with its standard procedures. If Bank is unable to determine the amount of a check, such check will be forwarded to Customer as unprocessable. Bank will deliver miscellaneous enclosures, unprocessable transactions and remittance data in accordance with the Implementation Documents.

15. Retail Lockbox ARC Services. Retail Lockbox ARC Services is an optional add-on service to Retail Lockbox Processing and it provides Customer with the services necessary to convert eligible check payments received within U.S. Bank's retail lockbox into ACH ARC Entries. If Customer selects Retail Lockbox ARC Services, Customer agrees that the Service shall be governed by this Section L (Lockbox Services) and other relevant sections of this Agreement including, but not limited to, the Electronic Deposit Services section. Customer shall adhere to any and all applicable laws, regulations and clearinghouse rules, including but not limited to, obtaining all necessary consents and authorizations from, and/or providing all necessary disclosures to, its customers concerning the conversion of such customers' checks to ACH Entries. Customer is solely responsible for ascertaining the content, method, and frequency of any required authorizations and notifications.

Only original paper checks that qualify as a source document may be converted to an ACH Entry under NACHA Rules. Bank will apply certain automated internal edits and screens to determine whether the original paper check is a source document that qualifies for conversion to an ACH Entry. Customer acknowledges and agrees that Customer is the Originator of such ACH Entries under NACHA Rules regardless of whether Customer or Bank initiates the ACH Entry into the payment system. Bank shall not be liable to Customer for failure to electronically process checks if such processing would violate this Agreement, or any other agreement between Customer and Bank. If an ACH Entry is returned because the original paper check was ineligible as a source document for the ACH Entry, Bank shall use reasonable efforts to collect the check related to the ACH Entry by presenting the original paper check (if not destroyed), the check image, or a substitute check.

16. E-Lockbox. E-Lockbox provides Customer with the ability to receive consumer payments electronically that are initiated via the consumers' home banking portal or through other payment channels offered by third party bill consolidators, including consumer credit counseling agencies.

a. Network. "Network" means the MasterCard Remote Payment and Presentment Service ("RPPS"), a division of MasterCard International, Inc., or other originators of consumer-initiated bill payments. Bank receives payments and remittance data via the Network. Bank will credit payments to Customer's account and electronically transmit the remittance data in Bank's standard or other mutually acceptable format for loading to Customer's accounts receivable system.

b. Customer's Responsibilities. Customer shall provide Bank with all data and specifications necessary for the Network to process payments and for Bank to transmit the remittance data to Customer. Customer agrees to conduct tests that Bank may deem necessary to ensure Customer and Bank are able to process the remittance data. The purchase, installation, testing and maintenance of any and all equipment used to receive and process information from Bank is the responsibility of Customer. As soon as possible, and in any event, no later than 48 hours after Bank transmits the remittance data to Customer, Customer agrees to process all such data and to inform Bank of any incorrect, unidentifiable or unprocessable information (collectively, "Returns").

c. Bank's Responsibilities. Bank shall develop a program to process and transmit remittance data received from the Network in Customer's preferred file format. Bank shall transmit Returns to the Network when Customer provides Bank with the Return information. Bank will credit Customer's account in an amount equal to the payments received and debit Customer's account in an amount equal to any Returns and, if applicable, any Reversals (defined below).

d. Reliance on Network. Customer acknowledges that Bank's ability to process payments and remittances are dependent upon the continued use and support of the Network and third party computers housing the Network and its associated communications network. In the event that access to the Network or its computer communications system is terminated or suspended for any reason, Bank shall not be liable to Customer for any disruptions or failure to provide any part of this Service. Bank assumes no responsibility for the accuracy, timeliness or the completeness of data delivered from the Network to Bank.

e. Optional Reversal Transactions. Reversals are Network-initiated debit messages from payment originators informing of the cancellation of previous transactions. Customer may set debit caps on Reversals to limit the daily debit amount a payment originator may send through the Network. If Customer instructs Bank to accept Reversals, Customer hereby authorizes Bank to debit Customer's account for the amount of the Reversals.

f. Optional Biller Stop Payment. Biller Stop Payment allows Customer to provide Bank with instructions regarding payments that Customer does not want posted to its account. If Customer instructs Bank to stop a payment from posting to its account, Customer hereby authorizes Bank to return the payment through the Network. Payments that are stopped will not be included in Customer's settlement transaction or the remittance data provided to Customer.

M. HEALTHCARE PAYMENT CONSOLIDATOR SERVICES

U.S. Bank Healthcare Payment Consolidator Services enable Customers to electronically receive, post, and reconcile healthcare payments and remittances received from health plans and/or their Agents. Payment Consolidator includes check payments, remittances and correspondence received by Bank or third party vendors in paper form via lockbox as well as electronically. Electronic remittance files are delivered from Bank to Customer at agreed upon schedule. Images are made available via Web site or file transmission. Customer agrees that Payment Consolidator shall be governed by this Section and all other relevant sections of the U.S. Bank Treasury Management Terms and Conditions.

1. Introduction. If Customer selects Payment Consolidator, this service may include but is not limited to, lockbox, Automated Clearinghouse (ACH), image viewing, data translation and file transmission services to assist Customer in expediting and automating receipt of their remittances. Prior to initiation of Payment Consolidator, Customer must maintain a demand deposit account with Bank.

2. Processing, Collections and Availability. Payment Consolidator is available only in certain regional locations where hardware and software have been configured by Bank to accommodate processing. Bank is authorized to examine the checks and remittances received at Customer's designated lockbox in accordance with Bank's lockbox servicing terms and guidelines. Bank, or third party vendors, shall image, capture data, format and send remittance data to Customer via transmission, image viewer, and/or information reporting in accordance with options selected by Customer in the Implementation Documents. The crediting and collection of items will be handled in accordance with other commercial deposits processed by Bank and shall be subject to Bank's then current funds availability schedule.

3. Image Viewing and Storage. Bank, or third party vendors, shall process and store images of paper checks, explanation of benefits statements, correspondence or other enclosures, as well as created images of electronic remittance advices and electronic funds transfers. Bank, or third party vendors, will make images available to Customer for web viewing or via secure transmission as directed in the Implementation Documents. Original paper documents will be securely destroyed on a periodic basis.

4. File Transmission and Data Reporting. Bank will transmit to Customer remittance data according to the agreed upon schedule. Customer may elect to receive data through one or more mechanisms as specified in the Implementation Documents. If Payment Consolidator is terminated, Customer may obtain an FTP transmission or other available format of image information processed at the price outlined in the fee schedule.

5. Accuracy and Timeliness of Information. Performance of Payment Consolidator may be affected by external factors such as communication networks latency, mail delays and other factors beyond Bank's control. Bank will use reasonable efforts to provide Payment Consolidator in a prompt fashion, but shall not be held liable for temporary failure to provide in a timely manner. Information with respect to all transactions is provided solely for Customer's convenience, and Customer shall have no recourse to Bank as to use of such information.

6. Customer Authorizations, Notifications and Responsibility. Customer authorizes Bank to disclose Customer information to third party vendors to the extent required to deliver the requested Payment Consolidator and to debit or credit Customer's accounts to perform the Payment Consolidator hereunder. Customer shall provide Bank with all data and specifications necessary for processing. Customer shall conduct tests that Bank may deem necessary to ensure Customer and Bank are able to exchange files and implement Payment Consolidator. Customer shall adhere to any and all applicable clearinghouse, local, state, or federal laws, rules or regulations. Customer acknowledges that Bank's vendor may perform certain services offshore.

7. Customer Access and Security Procedures. Customer will be bound by any terms of use and any license agreements associated with Payment Consolidator. Customer will use Payment Consolidator in accordance with the procedures established by Bank. Customer will designate one or more System Administrator(s) responsible for setting up and maintaining access available through Payment Consolidator. Customer System Administrator(s) will be responsible for establishing

internal security related to Payment Consolidator, including, without limitation, assigning users, establishing access levels, and establishing authorization requirements. Customer is solely responsible for maintaining a secure work environment to ensure against unauthorized access to Payment Consolidator.

8. Proprietary Rights. Bank, or third party vendors, possess all proprietary rights to written material including without limitation, all computer programs written for Bank's Payment Consolidator, Web sites and other product documentation provided by Bank. Customer shall not duplicate, sell, or use in any manner such programs or documentation without the prior written consent of Bank.

N. COMMERCIAL SWEEP ACCOUNTS – LOAN OPTION

THIS NOTICE IS GIVEN PURSUANT TO APPLICABLE LAW: IN THE UNLIKELY EVENT OF THE BANK FAILURE, THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") WILL ALLOW THE LOAN SWEEP TRANSFER OF EXCESS BALANCES IN CUSTOMER'S DEPOSIT ACCOUNT, ABOVE A PRE-ESTABLISHED THRESHOLD, OUT OF THE DEPOSIT ACCOUNT TO PAY DOWN THE LOAN AT BANK ON THE DAY OF FAILURE. THE REMAINING FUNDS IN THE DEPOSIT ACCOUNT WILL BE DEEMED DEPOSITS UNDER FDIC RULES AND WILL BE INSURED UP TO THE APPLICABLE FDIC LIMITS.

1. Definitions.

- a. "Account" means Customer's deposit account at Bank which Customer has designated as being covered by the Services described herein.
- b. "Available Funds" means the total of the collected funds in the Account as of the close of business on any Business Day, determined in accordance with the manner in which Bank generally provides credit for deposited checks.
- c. "Business Day" means any day other than a Saturday or Sunday on which Bank is open to the public for carrying on substantially all of its banking functions.
- d. "Credit" means any loan arrangement which is designated as a line of credit where Bank has agreed will be subject to the Services described herein.
- e. "Credit Agreement" means any loan agreement, promissory note, guaranty or other agreement, instrument or document which evidences, secures or guarantees the Credit.
- f. "Deficiency Amount" means the amount by which the Target Balance exceeds the amount of Available Funds as of the close of business on any Business Day.
- g. "Event of Insolvency" means any of the following: (i) Customer or Guarantor shall die or cease to exist; (ii) any Guarantor shall attempt to revoke its guaranty or other obligation to Bank, or such guaranty or other obligation shall become unenforceable in whole or in part; (iii) any bankruptcy, insolvency or receivership proceeding, or any assignment for the benefit of creditors, shall be commenced under any Federal or state law by or against Customer or any Guarantor; (iv) Customer or any Guarantor shall become the subject of any out-of-court settlement with its creditors; or (v) Customer or any Guarantor is unable or admits in writing its inability to pay its debts as they mature.
- h. "Excess Funds" means the amount of Available Funds as of the close of business on any Business Day which exceeds the Target Balance.
- i. "Guarantor" means any guarantor, surety, accommodation party or joint obligor of the obligations of Customer under the Credit.
- j. "Target Balance" means that amount of funds which Customer desires to maintain in the Account and which is mutually agreeable to Bank and Customer from time to time.
- k. "Transaction" means either a Loan Transaction or a Repayment Transaction.

2. Initiation of Transactions.

- a. As of the close of business on each Business Day, Bank will determine the amount of Excess Funds, if any. If Bank determines that there are Excess Funds, Bank will debit the Account and credit the Credit in an amount equal to the lesser of (i) the amount of Excess Funds or (ii) the outstanding principal balance of the Credit plus all interest, fees and charges then outstanding under the Credit (a "Repayment Transaction"); provided, however, that Bank will not be required to initiate any Repayment Transaction in an amount less than a minimum sum mutually agreeable to Bank and Customer. Customer grants Bank a security interest in, and right of set-off to, the Account for purposes of effecting Repayment Transactions.
- b. As of the close of business on each Business Day, Bank will determine the Deficiency Amount, if any. If Bank determines that there is a Deficiency Amount, Bank will charge the Credit in an amount equal to

the lesser of (i) the amount by which such available balance is less than the Target Balance or (ii) the amount which is available to be borrowed under the Credit (the lesser of such amounts being referred to as the "Loan Amount"), plus the amount of any fees and charges under the Credit, and credit the Account in an amount equal to the Loan Amount (a "Loan Transaction"); provided, however, that Bank will not be required to initiate any Loan Transaction in an amount less than a minimum sum established by Bank, and Bank will not be required to initiate any Loan Transaction if any default exists under any Credit Agreement or this Agreement or Bank is otherwise excused or prohibited under any Credit Agreement or applicable law from making an advance to Customer. In addition, Bank will not be required to initiate any Loan Transaction, and the Services hereunder shall immediately and automatically terminate without notice, if: (A) the Credit has matured or been terminated; (B) Customer has cancelled the Credit; (C) an Event of Insolvency has occurred; or (D) Bank has demanded payment under the Credit.

c. If Bank has agreed to provide any other service to Customer pursuant to which Bank is authorized to transfer Excess Funds from the Account, (i) this Agreement shall prevail over the terms and conditions of such other service, (ii) Bank may initiate a Repayment Transaction or Loan Transaction under this Agreement in lieu of or prior to initiating the transfer of Excess Funds under such other service, and (iii) Bank shall not be in default as to such other service solely by reason of not initiating the transfer of Excess Funds under such other service.

3. Overdrafts. Bank may debit the Account as set forth in section N,1.a. above, even though, subsequent to such debit, and as a result of additional transfers or withdrawals from the Account, the return of checks unpaid, or any other cause, the Account becomes overdrawn. In such event, Customer will be assessed Bank's then prevailing charges for overdrafts.

4. Ordinary Course. Customer and Bank intend that each Repayment Transaction hereunder be (a) in the ordinary course of business or financial affairs of Customer and Bank, and (b) made according to ordinary business terms.

5. Asset-Based Loan Sweep Advance. For each asset-based loan sweep transfer or loan sweep advance (each an "Asset Based Transfer"), Customer certifies to Bank that (i) the Asset Based Transfer is being made in accordance with the certain agreements between Bank and Customer (the "Asset Based Documents"); (ii) the Asset Based Transfer is not revocable by Customer; (iii) the representations and warranties set forth in the Asset Based Documents are true and correct as of the date of each Asset Based Transfer; and (iv) no default or event of default, however denominated, has occurred or is continuing under the Asset Based Documents or will result following the Asset Based Transfer.

O. COMMERCIAL SWEEP ACCOUNTS – INVESTMENT OPTION

NOTICE: INVESTMENT PRODUCTS, INCLUDING MONEY MARKET MUTUAL FUNDS, ARE NOT DEPOSITS OR OBLIGATIONS OF, OR GUARANTEED BY BANK OR ANY OF ITS AFFILIATES, NOR ARE THEY INSURED BY THE FDIC, OR ANY OTHER GOVERNMENT AGENCY. THE INVESTMENT OPTIONS OFFERED BY BANK UNDER THE COMMERCIAL SWEEP ACCOUNT ARE SUBJECT TO INVESTMENT RISKS, INCLUDING LOSS OF PRINCIPAL OF THE AMOUNT INVESTED.

1. General Terms Applicable to All Investment Options.

a. If a Commercial Sweep Account Investment Option has been requested and agreed to by Bank, Customer authorizes Bank to transfer funds on a manual or automated basis to and from the demand deposit account ("DDA") and Investment Option selected by Customer. Funds will be transferred between the accounts so that: (a) to the extent funds are available in either account, Customer's DDA maintains an average collected balance equal to a pre-established balance ("Peg Balance"); and (b) any collected funds in the DDA that exceed the Peg Balance ("Excess Funds") are invested by Bank as directed by Customer in accordance with this Agreement. Amounts invested in money market mutual funds, including investment income, will be redeemed and credited back to the DDA as needed so that the collected balance of Customer's DDA equals the Peg Balance. Amounts invested in other investment options, including interest or other investment income, will be credited back to the DDA each Business Day upon maturity. Bank may limit the amount of Excess Funds that it will invest on behalf of Customer on any particular Business Day. Bank may also impose a maximum redemption amount to bring the DDA to the Peg Balance on a particular Business Day. If Customer's Investment Option is not available on a given Business Day, then all Excess Funds will remain in the DDA until the next Business Day.

b. Bank is authorized to accept verbal instructions, including telephone instructions, from Customer representatives for the transfer of funds between Bank and Customer and between Customer's accounts. Bank may rely on any instructions received from Customer that it reasonably believes to be genuine.

c. Bank is authorized to execute as agent for Customer all certificates of ownership and other instruments required by law or by contract. Bank shall not be accountable for errors in judgment but only for gross negligence or willful misconduct. Bank shall not be required to comply with any direction of Customer which in Bank's judgment, may subject it to liability or to defend or prosecute any suit or action unless indemnified in a manner and amount satisfactory to it.

d. Customer may, by written instrument executed by Customer and delivered to Bank, terminate this Service and withdraw from the account the principal and accumulated income upon paying all sums due to Bank and indemnifying Bank to its satisfaction against liabilities incurred in the administration of the account.

e. Bank will act as agent to invest on the order and for the benefit of Customer. The Services described herein are provided by Bank to Customer solely as bona fide treasury management Services. Bank does not undertake any fiduciary obligation to Customer with respect to these Services. Bank's duties to act for Customer hereunder are solely mechanical and administrative in nature.

2. Investment Options.**a. Repurchase Agreements.**

- (i) Terms. If Customer chooses to invest Excess Funds in repurchase agreements, Customer and Bank agree to be bound by the Master Repurchase Agreement with Bank. If Customer's investments in repurchase agreements exceed its typical investment amount by \$10 million or more on a given Business Day, Customer agrees to notify Bank by providing sufficient advance notice to allow Bank to adequately collateralize the investments. Bank will exercise reasonable efforts to invest the entire amount but cannot guarantee full investment under these circumstances. If Customer fails to notify Bank in advance or if Bank is unable to invest any or all of the additional funds in repurchase agreements, Customer agrees that Bank may be

required to withhold or withdraw any interest that may have been previously paid.

- (ii) Confirmations. After each repurchase transaction, Bank will deliver to Customer via mail, fax, email, or other electronic means, including without limitation, posting to a password protected Web site) a confirmation ("Confirmation") describing any information required by applicable law, and any other terms and information which Bank may include at its discretion. The information contained in the Confirmation shall be considered true and correct and conclusively binding unless Customer notifies Bank of any error therein within three (3) Business Days after the date the Confirmation is mailed, faxed, emailed, personally delivered to Customer or sent via other electronic means, including without limitation, posting to a password protected Web site. If Customer elects to receive Confirmations electronically, Customer acknowledges and agrees that Customer will no longer receive Confirmations by mail. If Customer desires to discontinue receiving Confirmations electronically, Customer shall provide written notice to Bank, whereupon Bank shall resume delivering mailed Confirmations.

b. Eurodollar Investments.

- (i) Terms. If Customer chooses to invest Excess Funds in Eurodollars, Bank is authorized to sweep Excess Funds from Customer's DDA into overnight Eurodollar time deposits at the Cayman Islands branch of Bank. The minimum amount that may be swept pursuant to this option is \$100,000. Excess Funds less than \$100,000 in a given Business Day will not be invested unless otherwise agreed by Bank. Customer's Eurodollar investments may be registered in the name of Bank's nominee or nominees. Earnings in Eurodollar investments shall be credited to Customer's DDA on a daily basis. CUSTOMER ASSUMES ALL RISK OF LOSS ARISING FROM ANY ACTION TAKEN WITH RESPECT TO THE CAYMAN DEPOSIT BY THE GOVERNMENT OF THE CAYMAN ISLANDS OR ANY SOVEREIGN OR MILITARY POWER (DE FACTO OR DE JURE).
- (ii) **THIS NOTICE IS GIVEN PURSUANT TO APPLICABLE LAW: IN THE UNLIKELY EVENT OF BANK FAILURE, THE BALANCES RESIDING IN CUSTOMER'S EURODOLLAR SWEEP ACCOUNT AT BANK WILL NOT BE DEEMED "DEPOSITS" UNDER RULES PROMULGATED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") AND WILL NOT BE INSURED BY THE FDIC. IN THE UNLIKELY EVENT OF BANK FAILURE, CUSTOMER'S CLAIM FOR FUNDS THAT WERE SWEEPED INTO THE EURODOLLAR SWEEP ACCOUNT WILL BE TREATED AS UNSECURED GENERAL CREDITOR CLAIMS.**

c. Money Market Mutual Funds ("Money Fund").

- (i) Terms. If Customer chooses the Money Fund sweep option, Excess Funds will be invested in the First American Money Market Fund offered for this Service. Excess Funds will be swept from the DDA to a pooled deposit account held in Bank's name. On the next Business Day, the Excess Funds from the pooled Deposit Account will be swept to the Money Fund to purchase shares. Customer's shares in the Money Fund will be held in Bank's name in an omnibus investment account, as agent on behalf of all Bank customers invested in the Money Fund. Customer grants to Bank a consensual possessory security interest in the omnibus investment account and all accounts maintained with Bank to secure payment of all of Customer's obligations under this Service. Customer will accrue dividends beginning on the Business Day the shares are purchased. Dividends accrue daily and are paid monthly on the last Business Day of the month. No dividends will accrue on the Business Day the shares are sold. If, for any reason, Money Fund shares are not available on any given Business Day, all Excess Funds will not be swept to the Money Fund and no dividends will accrue until shares become available for purchase. Funds in the DDA and in the pooled deposit account held at Bank will be treated as deposits and will be insured up to the applicable FDIC insurance limits. The Money Fund sweep option is only available to entities

having a presence in the United States, which may be demonstrated by a U.S. mailing address and U.S. taxpayer identification number in Bank's records.

- (ii) Customer Acknowledgments. BY ACCEPTING THIS SERVICE, CUSTOMER HEREBY ACKNOWLEDGES THAT IT HAS RECEIVED A COPY OF THE PROSPECTUS OF THE DESIGNATED FUND. THIS PROSPECTUS FORMS PART OF THE IMPLEMENTATION DOCUMENTS AND WILL CONTROL OVER THE IMPLEMENTATION DOCUMENTS WITH RESPECT TO MONEY FUND SHARES. CUSTOMER FURTHER ACKNOWLEDGES THAT BANK IS NOT PROVIDING ANY INVESTMENT ADVICE HEREIN TO CUSTOMER AND MAKES NO REPRESENTATION OR WARRANTY AS TO THE SUITABILITY OR SAFETY OF THE INVESTMENTS IN ANY FUND OFFERED UNDER THIS SERVICE.
- (iii) Money Fund Disclosures. BANK AFFILIATES SERVE AS INVESTMENT ADVISOR, ADMINISTRATOR, CUSTODIAN, DISTRIBUTOR, TRANSFER AGENT, AND SECURITIES LENDING AGENT AND RECEIVE COMPENSATION FOR SUCH SERVICES AS DISCLOSED IN THE PROSPECTUS FOR THE DESIGNATED FUND. ALTHOUGH MONEY FUNDS SEEK TO PRESERVE THE VALUE OF CUSTOMER'S INVESTMENT AT \$1.00 PER SHARE, IT IS POSSIBLE TO LOSE MONEY BY INVESTING IN A MONEY FUND.
- (iv) **THIS NOTICE IS GIVEN PURSUANT TO APPLICABLE LAW: IN THE UNLIKELY EVENT OF BANK FAILURE, CUSTOMER WILL MAINTAIN ITS INTEREST IN THE MONEY FUND SHARES FOLLOWING A COMPLETED MONEY FUND SWEEP. THE VALUE OF THE SHARES IN THE MONEY FUND OMNIBUS INVESTMENT ACCOUNT WILL NOT BE DEEMED "DEPOSITS" UNDER RULES PROMULGATED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") AND WILL NOT BE INSURED BY THE FDIC. ON THE DAY OF FAILURE, HOWEVER, THE FDIC MAY DISALLOW THAT DAY'S SWEEP TO OCCUR. IF THE SWEEP IS DISALLOWED, ANY EXCESS FUNDS THAT WOULD HAVE NORMALLY SWEEPED ON THAT BUSINESS DAY WILL REMAIN IN THE DDA AND WILL BE TREATED AS DEPOSITS. THOSE DEPOSITS WILL BE INSURED UP TO THE APPLICABLE FDIC INSURANCE LIMITS.**

d. Commercial Paper.

- (i) Terms. If Customer chooses the Commercial Paper sweep option, Excess Funds shall be invested in an unsecured short-term promissory note issued by U.S. Bank National Association, and held in book entry. At the end of each Business Day, Excess Funds are automatically transferred from Customers' DDA into a sweep account that invests overnight in U.S. Bank National Association Commercial Paper. The minimum amount that may be swept pursuant to this option is \$25,000. Excess Funds less than \$25,000 on a given Business Day will not be invested in the Commercial Paper sweep.
- (ii) **THIS NOTICE IS GIVEN PURSUANT TO APPLICABLE LAW: IN THE UNLIKELY EVENT OF BANK FAILURE, THE BALANCES RESIDING IN CUSTOMER'S COMMERCIAL PAPER SWEEP ACCOUNT AT BANK WILL NOT BE DEEMED "DEPOSITS" UNDER RULES PROMULGATED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") AND WILL NOT BE INSURED BY THE FDIC. IN THE UNLIKELY EVENT OF BANK FAILURE, CUSTOMER'S CLAIM FOR FUNDS THAT WERE SWEEPED INTO THE COMMERCIAL PAPER SWEEP ACCOUNT WILL BE TREATED AS UNSECURED GENERAL CREDITOR CLAIMS.**

e. Business Savings Sweep.

If Customer chooses the Business Savings Sweep option, collected funds with a minimum of \$500 in excess of a Peg Balance shall be swept from Customer's DDA into a Business Savings Sweep Account (the "Savings Account"). The Peg Balance shall be set at a minimum of \$10,000 unless otherwise agreed to by Bank. Funds remain in the Savings Account until Customer's DDA reaches a

negative balance, whereupon available funds are swept back into Customer's DDA in an amount necessary to return the DDA balance to the Peg Balance. In accordance with applicable federal law, sweeps from the Savings Account to Customer's DDA in an amount necessary to return the DDA balance are limited to six per month. In order to comply with applicable regulations, on the sixth transfer from the Savings Account to Customer's DDA, all of the funds are moved from the Savings Account back into Customer's DDA and the sweeps suspend until the first day of the following month's cycle.

P. MASTER REPURCHASE AGREEMENT (MRA)

THIS NOTICE IS GIVEN PURSUANT TO APPLICABLE LAW: ALL FUNDS IN THE REPURCHASE AGREEMENT SWEEP WILL NOT BE DEEMED "DEPOSITS" AND WILL NOT BE INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC"). IN THE UNLIKELY EVENT OF BANK FAILURE, CUSTOMER WILL MAINTAIN ITS OWNERSHIP OR SECURITY INTEREST IN THE SECURITIES THAT ARE SUBJECT TO THE REPURCHASE AGREEMENT AND, UPON LIQUIDATION, WILL RECEIVE THE VALUE OF THE SECURITIES UP TO THE AMOUNT OF FUNDS SWEEPED FROM THE ACCOUNT.

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 MRA and if applicable, Annex III and the Amendment to Annex III (International Transactions) of the SIFMA Master Repurchase Agreement (1996 version).

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, 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. 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 MRA.

The Confirmation, together with this MRA, 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 MRA, this MRA 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 MRA).

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. In all Transactions, Seller is acting as agent for Buyer. In the event of Seller's default under the MRA, Buyer has the right to either: (i) direct Seller to sell the Securities, or (ii) sell the Securities, and, following any sale pursuant to this sentence, apply the proceeds in satisfaction of Seller's liability hereunder.

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.

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 MRA. 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 MRA 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.

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 MRA and therefore must keep Buyer's securities segregated at all times, unless in this MRA 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 [will]** [may]** be subject to liens granted by Seller to [its clearing bank]** [third parties]** and may be used by Seller for deliveries on other securities transactions. Whenever the securities are commingled, Seller's ability to re-segregate substitute securities for Buyer will be subject to Seller's ability to satisfy [the clearing]** [any]** lien or to obtain substitute securities.

* Language to be used under 17 C.F.R. §403.4(e) if Seller is a government securities broker or dealer other than a financial institution.

** Language to be used under 17 C.F.R. §403.5(d) if Seller is a financial institution..

9. Substitution. Seller may not substitute other Securities for any Purchased Securities.

10. Representations. Each of Buyer and Seller represents and warrants to the other that (i) it is duly authorized to execute and deliver this MRA, 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 advance of any Transaction by the other party hereto, as agent for a disclosed principal), (iii) the person signing this MRA 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 MRA and the Transactions hereunder and such authorizations are in full force and effect and (v) the execution, delivery and performance of this MRA and the Transactions hereunder will not violate any law, ordinance, charter, bylaw 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 non-defaulting 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 non-defaulting 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 non-defaulting 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 therefore 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 non-defaulting 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 non-defaulting 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 non-defaulting 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 non-defaulting party, and the defaulting party shall deliver all such Purchased Securities to the non-defaulting party.

d. If the non-defaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, the non-defaulting 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 non-defaulting 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 therefore 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 non-defaulting 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 non-defaulting 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 therefore on such date, obtained from a generally recognized source or the most recent closing offer quotation from such a source. 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 non-defaulting party may establish the source therefore 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 non-defaulting party for any excess of the price paid (or deemed paid) by the non-defaulting 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 non-defaulting party of the option referred to in subparagraph (a) of this Paragraph.

g. The defaulting party shall be liable to the non-defaulting party for (i) the amount of all reasonable legal or other expenses incurred by the non-defaulting 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 non-defaulting 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 non-defaulting party's rights hereunder. Interest on any sum payable by the defaulting party to the non-defaulting 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 non-defaulting 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 by Bank, 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 MRA 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. Nonassignability; Termination.

a. The rights and obligations of the parties under this MRA 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 MRA and any Transactions shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This MRA may be terminated by either party upon giving written notice to the other, except that this MRA 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 MRA 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 MRA 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 MRA 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.

Q. ZERO BALANCE ACCOUNT (ZBA) SERVICES

ZBA services allow Customers to concentrate balances across multiple checking accounts consisting of a lead ("Master Account") and one or more sub-accounts funded by the Master Account. Two-way automatic transfers ensure that the sub-accounts maintain a zero balance or a balance otherwise designated by Customer. One-way transfers can also be made from the Master Account to the sub-account, from the sub-account to the Master Account or from the Master Account to the sub-account with deposits allowed in the sub-account. Deposits to accounts designated for transfers from the Master Account to the sub-account with deposits will not transfer to the Master Account and shall remain in the sub-account until a subsequent disbursement is made. Bank reserves the right to terminate ZBA services without prior notice to Customer.

R. FOCAL POINT PLUS SERVICES

Focal Point Plus Services allow Customers to: (i) concentrate balances across multiple checking accounts consisting of a lead ("Master Account") with one or more subaccounts ("Shadow Accounts"), which are all funded by the Master Account; and (ii) track transactions with location reporting. Two way automatic transfers ensure the Shadow Accounts maintain a zero balance. One way transfers can also be designed from the Shadow Accounts to the Master Account. Customer acknowledges and agrees the Shadow Accounts are deemed to be part of the Master Account for purposes of this Agreement and cannot be used to process transactions independent of the Master Account.

S. SINGLEPOINT® INTERNATIONAL REQUEST FOR TRANSFER SERVICES

The U.S. Bank SinglePoint® International Request for Transfer Services will enable domestic or foreign organizations doing cross-border business to initiate or execute payment or transfer instructions from, or between, Customer accounts held at Bank and foreign banks. Prior to implementation of this Service, the Forwarding Bank and the Executing Bank must enter into a Bilateral Agreement referencing their mutual accession to the SWIFT Request for Transfer (MT101) Service Level or other relevant Service Level. Bank acts in the capacity of the Forwarding Bank with respect to all Requests for Transfer. This Service or other similar remote initiation Services offered by Bank are governed by this Agreement, the Bilateral Agreement, the Interbank Agreement, and all other applicable federal, state and local laws and regulations.

1. Definitions.

- a. "Beneficiary" means the person or entity designated in the Originator's instruction to receive funds.
- b. "Beneficiary Bank" means the financial institution crediting the funds to the Beneficiary's account.
- c. "Execute" or "Execution" means the debiting of the Originator's account by the Executing Bank pursuant to a Request for Transfer from the Forwarding Bank and the forwarding of the credit transfer to the Beneficiary Bank.
- d. "Executing Bank" means the financial institution that receives and Executes the Request for Transfer from the Forwarding Bank and then forwards the credit transfer to the Beneficiary Bank.
- e. "Forwarding Bank" means a financial institution receiving a Request for Transfer from the Instructing Party and forwarding it to the Executing Bank.
- f. "Instructing Party" means a customer of the Forwarding Bank, which could be an office, department or division of the Originator, or a separate legal entity, authorized by the Originator to initiate a Request for Transfer to the Forwarding Bank.
- g. "Interbank Agreement" means the Service Level Master Agreement (SLMA) and Request for Transfer Service Level Rules and Regulations (MT 101) or other relevant Service Levels offered by Society for Worldwide Interbank Financial Communications (SWIFT), to which the Forwarding Bank and the Executing Bank are a party.
- h. "Originator" means the customer of the Executing Bank whose account is to be debited pursuant to a Request for Transfer.
- i. "Request for Transfer" means a transfer instruction received by the Forwarding Bank from the Instructing Party for onward transmission as an MT101 to the Executing Bank, and which is capable of being processed under an Interbank Agreement.

2. Bank as the Forwarding Bank. If Customer selects Bank as the Forwarding Bank, Customer is deemed to be the Instructing Party for all Requests for Transfer. Customer will appoint those individuals authorized to instruct Bank regarding Request for Transfer Services ("Authorized Users") via the relevant Implementation Documents and System Administrator designations establishing the Authorized Users' access authority and transaction limits. Bank may rely on any such authorization until it has received Customer's written notice of revocation and has had a reasonable opportunity to act thereon. Customer and its Authorized Users and other Agents shall maintain the highest possible level of confidentiality with regard to PINs, or other security devices and will take all steps necessary to prevent access to them by unauthorized persons. Customer shall be responsible for the accuracy, completeness and timeliness of all Requests for Transfer sent to Bank. Requests for Transfer received after Bank's established deadline or on any non-Business Day, including any Saturday, Sunday, holiday or any day that Bank's wire department is not open will be considered received on the next Business Day. Customer authorizes Bank to process and forward to the Executing Bank all Requests for Transfer received in accordance with any established security procedures. Notwithstanding the foregoing, Bank does not assume any responsibility for the Execution of the Request for Transfer by the Executing Bank and completion of the credit transfer to the Beneficiary Bank. Customer understands and

acknowledges that any applicable callback notifications on PIN limits established by Customer with Bank for wire transfer dollar thresholds do not apply to Requests for Transfer. Customer agrees not to initiate a Request for Transfer in violation of applicable federal, state or local law or regulations.

3. Security Procedures. Customer and Bank shall comply with any established security procedures with respect to the initiation and forwarding of any Request for Transfer. Customer agrees that any such security procedures shall be deemed commercially reasonable. Customer understands that the security procedures are not for the purpose of detecting errors in the transmission or content of a Request for Transfer controlled by Customer. Customer agrees to be bound by any Request for Transfer sent in the name of Customer that is processed by Bank in compliance with the agreed security procedures whether or not authorized.

4. Amendment or Cancellation. Customer does not have the right to reverse, adjust or revoke any Request for Transfer after it has been received by Bank; provided, however, that Bank will make a reasonable effort to act on such a request by Customer. With respect to a Request for Transfer that has already been Executed, Bank may intervene at Customer's request, to request that the Beneficiary Bank return all or a portion of the funds. Customer understands that the Beneficiary Bank is under no legal obligation to comply with this request.

5. Rejection/Repair. Bank may reject a Request for Transfer if: (i) it is not initiated or transmitted in accordance with the applicable security procedures; (ii) there is any inconsistency between a Request for Transfer and information previously supplied to Bank; or (iii) Bank has other reasonable grounds not to honor the Request for Transfer. Bank shall have no obligation to repair any Request for Transfer it receives but may, in its absolute discretion, endeavor to repair any Request for Transfer. Bank shall notify Customer of any rejections or suspensions.

6. Limits on Bank's Liability. Bank sends outgoing and receives incoming Requests for Transfer using SWIFT. Bank shall not be responsible for the acts or omissions of Customer, the SWIFT network, other financial institution, or any other person. Payment to a foreign country is subject to the laws of the foreign country involved. Bank assumes no liability for foreign exchange risk, delays, non-delivery or other events resulting from causes beyond Bank's control.

T. SWIFT-RELATED SERVICES

The SWIFT-Related Services (the "Service") will enable organizations with domestic or cross-border activity to initiate or execute payment or transfer instructions from Customer's Bank account to another account held at Bank or a third party bank, and to receive account information and payment notifications from Bank via SWIFT. This Service or other similar services offered by Bank are governed by this Agreement, applicable SWIFT agreements and regulations, and all other applicable federal, state and local laws and regulations.

1. Definitions.

- a. "Account Reporting" means cash management notifications, transaction and account information provided by Bank to Customer.
- b. "Beneficiary" means the person or entity (including Customer) designated in Customer's Transfer Request to receive funds.
- c. "Beneficiary Bank" means the financial institution (including Bank) that credits the funds to the Beneficiary's account.
- d. "Execute" or "Execution" means the debiting of Customer's account by Bank and the forwarding of the credit transfer to the Beneficiary Bank pursuant to a Transfer Request from Customer.
- e. "FileAct" means a file transfer service that utilizes the SWIFT infrastructure to enable the transfer of data in various file formats.
- f. "Transfer Request" means a MT103 or other SWIFT transfer instruction sent by Customer to Bank for onward processing. If SWIFT-Related services are accessed using SCORE, "Transfer Request" means a MT101 transfer instruction.
- g. "SCORE" means the Standardized Corporate Environment, a SWIFT direct access corporate service which offers Customer a secure connection and standardized environment to manage Customer's payments and payment information.

2. Security Procedures. Customer shall comply with all security procedures established by SCORE or by Bank for the SWIFT-Related Services. Customer agrees that any such security procedures shall be deemed commercially reasonable. Customer understands that the security procedures are not for the purpose of detecting errors in the transmission or content of any Account Reporting, or of a Transfer Request controlled by Customer. Customer is solely responsible for maintaining its own internal security procedures to prevent errors or unauthorized access to Customer's computer systems by unauthorized employees, vendors or customers. Customer agrees to be bound by any Transfer Request that appears to have been sent by Customer that is processed by Bank in compliance with the agreed security procedures, whether or not authorized. Bank will use reasonable care in transmitting the Account Reporting but assumes no responsibility for the accuracy or timeliness of the information supplied by other financial institutions, the SWIFT network or SCORE. Customer agrees to immediately notify and fully cooperate with Bank if it suspects or becomes aware of any breach or compromise of the security of SCORE or the SWIFT-Related Services.

3. Transmission and Processing of Transfer Requests. Customer authorizes Bank to Execute all Transfer Requests delivered to Bank by Customer in compliance with the terms of this Agreement and any established security procedures. Customer shall adhere to formatting and processing requirements established by Bank. Customer authorizes Bank to use whatever means Bank, in good faith, deems reasonable under the circumstances to execute each Transfer Request, including selection of a funds transfer system, routing, and means of transmission. Customer shall be responsible for the accuracy, completeness and timeliness of all Transfer Requests sent to Bank for Execution. Transfer Requests with settlement dates of more than thirty (30) calendar days from receipt will not be processed unless prior arrangements have been made. Customer is solely responsible for initiating Transfer Requests sufficiently in advance to meet Customer's contractual obligations to its vendors and/or customers. Bank shall not be responsible for any late payment or finance charges that may result from Customer's failure to

allow sufficient lead-time to make a Transfer Request. Bank and any other financial institution may rely on the account, routing, or BIC numbers in the Transfer Requests even if such numbers do not correspond to the name of Customer, the Beneficiary or the Beneficiary Bank.

4. Amendment or Cancellation of Transfer Requests. Customer does not have the right to reverse, adjust or revoke any Transfer Request after it has been received by Bank; provided, however, that Bank will make a reasonable effort to act on such a request by Customer. With respect to a Transfer Request that has already been Executed, Bank shall, at Customer's request, request that the Beneficiary Bank return all or a portion of the funds. Customer understands that the Beneficiary Bank is under no legal obligation to comply with this request.

5. Rejection/Repair of Transfer Requests. Bank may reject a Transfer Request if: (i) it is not initiated or transmitted in accordance with the applicable security procedures; (ii) does not adhere to Bank's formatting or processing requirements; (iii) there is any inconsistency between a Transfer Request and information previously supplied to Bank; (iv) Customer's Transfer Requests exceed any applicable transaction limits established by Bank; (v) if there are insufficient collected funds in Customer's account to fund the Transfer Request; or (vi) Bank has other reasonable grounds not to honor the Transfer Request. Bank shall have no obligation to repair any Transfer Request it receives but may, in its absolute discretion, endeavor to do so.

6. Account Reporting. Bank may send notifications that allow Customer to receive advices relating to Customer's payments processed by Bank. Bank may also provide Customer with information on accounts maintained at Bank. If Customer elects to receive notifications and other account information via SWIFT, Customer shall exercise extreme care in maintaining its own security in the receipt of the notifications or information. Customer acknowledges that the data received via SWIFT may include confidential information, including, without limitation, names, amounts, phone numbers, and account information. Customer further acknowledges that it alone assumes full responsibility for maintenance of its internal security procedures to keep such information confidential.

7. Limits on Bank's Liability. Bank will use reasonable efforts to provide notifications and information in a prompt fashion, but shall not be liable for the temporary failure to provide timely data. Bank assumes no responsibility for any delays caused, or for inaccurate or incomplete information provided, by the SWIFT network or third party banks with respect to payments and related information. Bank shall not be responsible for the acts or omission of Customer, the SWIFT network, other financial institution, or any other person. Payment to a foreign country is subject to the laws of the foreign country involved. Bank assumes no liability for foreign exchange risk, delays, non-delivery or other events resulting from causes beyond Bank's control.

8. SCORE. If Customer accesses the SWIFT-Related Services using SCORE, Customer shall additionally comply with applicable SWIFT agreements, documentation, user guides and all other instructions and recommendations provided by SWIFT or by Bank in relation to the use of SCORE or the SWIFT-Related Services. Customer acknowledges that Bank does not regulate the set-up and provision of SWIFT membership, joining the SWIFT network or SCORE, the SWIFT network security, or the facilities necessary to access and use them. Customer represents that it is, and will throughout the term of this Service remain, an authorized SWIFT participant. Customer authorizes Bank to act on any instruction contained in a SWIFT message received by Bank through SCORE which appears to have been sent by Customer. In the event that Customer requests Bank to provide SWIFT-Related Services through SCORE to a parent company, subsidiary, affiliate, or other commonly owned company, Customer agrees that it shall be jointly and severally liable for such related entity's obligations under this Agreement. Customer represents and warrants that such related entity is a duly authorized agent of the Customer and that the related entity is acting on behalf of Customer in its authorized capacity.

9. FileAct. If the FileAct service is offered by Bank and selected by Customer, Customer may use this service which enables the secure and reliable transfer of files to exchange batches of financial messages, reports, bulk payment files, images and other data over the SWIFT

network. FileAct supports both interactive (real-time) and store-and-forward modes. Prior to implementation, Customer shall verify that Bank is capable of supporting the file formats and transaction types that Customer wishes to transmit. If the file format and transaction type is supported by Bank, Customer agrees that the processing of each file shall be additionally subject to all applicable Sections of the Agreement.

V. TERMS APPLICABLE TO SPECIFIC FOREIGN EXCHANGE SERVICES

The following are additional terms and conditions applicable to all Foreign Exchange Services offered by Bank. Bank may change the number or type of Services offered at any time.

1. Conflicting Provisions. With respect to all foreign exchange transactions or other derivative products entered into by Customer, to the extent that any provision of this Agreement conflicts with a provision of any ISDA Master Agreement by and between Customer and Bank or any documents related thereto (the "ISDA"), the ISDA terms shall govern.

2. Foreign Exchange Risk. Many banking and finance transactions carry risk. All foreign exchange transactions, including but not limited to, swaps, options, forwards, foreign exchange transactions currency accounts, and other similar derivatives and related products involve unique risks specific to the nature of these types of transactions and the currency market. These types of transactions are not suitable for all Customers. Customer should fully understand the nature and extent of exposure to risk of loss, if any, which in some circumstances may significantly exceed the amount of any initial payment made by or to Customer. All decisions to enter into foreign exchange transactions should be made by Customer giving appropriate consideration to Customer's experience, objectives, financial resources and business environment.

3. Arm's Length Transactions. Bank is acting solely in the capacity of an arm's length contractual counterparty and not in the capacity of financial advisor to Customer or fiduciary unless otherwise explicitly agreed in writing and then only to the extent so provided.

A. FOREIGN EXCHANGE WEB

1. Introduction. Bank may provide foreign exchange services to Customer in connection with U.S. Bank Foreign Exchange Web, a private Internet site owned and operated by Bank ("USB FX Web"). If requested by Customer and agreed to by Bank, Bank will provide USB FX Web services in accordance with this Agreement and other procedures provided to the Customer. Customer agrees that Customer's use of USB FX Web and all transactions initiated thereby shall be governed by this Section, all other relevant sections of the Agreement, and any other related disclosures provided to Customer, in either paper or electronic format. USB FX Web shall be available only during normal business hours as established by Bank, which may vary by day or location. Notwithstanding anything to the contrary herein, Bank does not confirm that the person authorizing any USB FX Web transaction is an Authorized Signer or is otherwise authorized to conduct any USB FX Web transaction on behalf of Customer.

2. Access Devices. USB FX Web shall be available only during normal business hours as established by Bank, which may vary by day or location. Once Bank has granted Customer access to USB FX Web, System Administrator(s) designated by Customer in the Implementation Documents will be provided with one or more access devices, which may include cards, identification numbers and/or passwords. Customer shall use USB FX Web in accordance with the security procedures set forth in this Agreement.

3. Trades.

a. General Procedures. By clicking one or more buttons in USB FX Web, Customer informs Bank that Customer wishes to purchase or sell a stated amount of currency against a second currency on a designated date ("Settlement Date") either unconditionally or at a displayed exchange rate, if one may be obtained ("Trade"). Any transaction that results following the submission of a Trade shall be Customer's legally binding obligation. Trades submitted to Bank via USB FX Web shall be effective only upon acceptance by Bank. Bank will establish from time to time specific times of day after which Trades will not be processed on a "same-day" or "next-day" basis. Trades submitted after Bank's deadline will be considered received on the next business day. Deadlines will differ depending on the Trade currency and other factors. Customer is solely responsible for the accuracy and completeness of any settlement instructions delivered to Bank through USB FX Web and such settlement instructions are subject to the concurrence of Bank. Bank shall make reasonable efforts to provide information and status of the terms of any Trade on the USB FX Web site, or by other means established by Bank. Failure by Bank to confirm a Trade for any reason, including without limitation computer malfunction, shall not excuse Customer's obligations related to any Trade. Bank's internal records with respect to each Trade shall constitute conclusive evidence of the terms of each Trade. The terms of each Trade shall be incorporated into and become part of this Agreement.

b. Payment. Once a Trade has been made, Customer agrees to make payment or delivery of currency to Bank on the Settlement Date of the Trade in accordance with the settlement instructions provided by Customer, plus any applicable fees or charges. Should Customer instruct Bank to settle a Trade by debiting an account, Customer agrees to maintain sufficient available funds in the account to settle on the Settlement Date. Should funds be insufficient to settle the trade on the Settlement Date, Bank reserves the right in its sole discretion to debit any of Customer's account with the Bank in the amount of Trade, subject to applicable account fees and charges, or to cancel the Trade.

c. Cancellation or Change. Customer acknowledges and agrees that Customer shall have no right to cancel or reverse a Trade once submitted. Bank will, however, make reasonable efforts in its sole and complete discretion to cancel or amend the terms of a Trade upon Customer's request. Should a Trade be successfully canceled or amended, or in the event that a Trade is canceled due to failure by Customer to make settlement on the Settlement Date or failure to provide Bank with complete settlement instructions prior to the Settlement Date of a Trade, Customer agree to reimburse Bank for any breakage costs and other expenses incurred by Bank to cancel or amend the Trade, including any fees imposed for this extraordinary service. Bank reserves the right to adjust the exchange rate on any

Trade requiring a new Settlement Date to reflect any costs associated with carrying that Trade to a new Settlement Date.

4. Orders.

a. General Procedures. Bank may offer and agree to accept conditional instructions from Customer to Bank to buy or sell a stated amount of foreign exchange against U.S. dollars based upon exchange rate target prices ("Orders") via USB FX Web. All Orders requests submitted to the Bank through USB FX Web will not become active until accepted by the Bank. Bank in its sole discretion may decline to accept any Order. All Orders must be in liquid, actively traded currencies, and must contain a U.S. dollar component. If an expiration date is not specified, Orders will remain open until filled. Orders must be for an amount of currency equivalent to at least \$100,000 U.S. dollars, based upon the exchange rate contained in the Order. Either Bank or Customer may cancel an Order that has been accepted by Bank at any time prior to the execution of that Order. Cancellations, however, must be effected by direct telephone communication between Bank and Customer. Bank shall have a reasonable time to act on any request for cancellation. An Order that has been filled will be binding on the Customer, even if it has not yet been communicated to the Customer as filled. Customer shall have no right to cancel an Order once filled by Bank. Note that there is no single facility, exchange, or system for the exchange of currencies and therefore, prices that fulfill the requirements of Orders may be reached at some place in the world at some time of day that is not apparent to Bank or its agents. Bank and its agents monitor markets and systems that are generally best representative of the primary market for foreign exchange, and can only be responsible for filling Orders based upon prices traded or available in those markets or systems.

b. Types of Orders. Two types of Orders may be transacted via USB FX Web.

- (i) Limit/Profit Orders.** Limit/Profit Orders are Orders placed above the current exchange price for sellers and below the current exchange price for buyers. A Limit/Profit Order to sell foreign currency would yield more dollars at the Order price than at the current exchange price and are filled only if wholesale buyers begin bidding for the foreign currency specified in the Order against U.S. dollars at a price equal to or higher than the price stated in the Order. A Limit/Profit Order to buy foreign currency would cost fewer dollars at the Order price than at the current exchange price and are filled if wholesale sellers begin offering the foreign currency specified in the Order against U.S. dollars at a price equal to or less than the price stated in the Order. All Limit/Profit Orders are filled only when they can be filled at a price equal to or better (for the Customer) than the Order price. Limit/Profit Orders for \$5,000,000 U.S. dollar equivalent or less will be executed in full, should all the conditions of the Order be met. If Bank or its agents cannot find sufficient liquidity to fill the complete Order at the requested price Limit/Profit, Orders for more than \$5,000,000 U.S. dollars may be filled for less than the Order amount, but in no event for less than \$5,000,000 U.S. dollars. Orders larger than \$5,000,000 U.S. dollar equivalent with an "all or none" limitation may not be placed through USB FX Web.
- (ii) Stop/Loss Orders.** Stop/Loss Orders are Orders placed below the current exchange price for sellers, and above the current exchange price for buyers. A Stop/Loss Order to sell foreign currency would yield fewer dollars at the Order price than at the current exchange price and becomes a market Order to be executed at the next available price(s), when actual wholesale market trades are observed to have been executed at or below the Order price. A Stop/Loss Order to buy foreign currency would cost more dollars at the Order price than at the current exchange price and becomes a market Order to be executed at the next available price(s), when actual wholesale market trades are observed to have been executed at or above the Order price. The fill price may be better than, equal to, or worse than the Order price. A Stop/Loss Order may also be filled at multiple prices. The Customer bears all market risk on a Stop/Loss Order.

c. Limited Liability. Bank will rely on market information that it deems adequate and appropriate to determine if, when, and how an Order

should be executed. However, Order execution is on a best-efforts basis, and no assurance is given that Bank's traders or agents can or will have access to or even observe every bid, offer, or trade available in the over-the-counter foreign exchange market. Except for manifest error, Bank's decisions, prices, execution, or non-execution of Orders will be final and conclusive.

5. Foreign Currency Drafts. Bank may offer and agree to provide a service whereby Bank shall act as Customer's agent to arrange for the payment of foreign drafts issued by the Customer via USB FX Web ("Foreign Drafts"), which are drawn on the Bank's accounts at various banks with which Bank has a correspondent relationship (each a "Drawee Bank"). Foreign Drafts may not exceed the monetary draft limit communicated to Customer by Bank from time to time in writing. Customer shall draw Foreign Drafts only in accordance with the terms of this Agreement and any related procedures.

a. Stop Payment Orders. Upon receipt of a stop payment order, Bank shall make reasonable efforts to ascertain whether the Foreign Draft has been paid by the Drawee Bank. If such Foreign Draft has not been paid, Bank will send a stop payment notice to the Drawee Bank. Bank shall have no liability for the Drawee Bank's payment of a Foreign Draft over a stop payment order processed by Bank or if the stop payment order does not prevent a Foreign Draft from being legally enforceable for any reason.

b. Refund; Replacement Foreign Drafts. Customer may request Bank to refund the amount of a Foreign Draft or issue a replacement Foreign Draft (the "Replacement Foreign Draft") if the original Foreign Draft and duplicate, if any, are surrendered to U.S. Bank properly endorsed. If the original Foreign Draft is unavailable, Bank will refund the amount of the Foreign Draft or issue a Replacement Foreign Draft in accordance with the terms of the applicable Lost, Stolen or Destroyed Foreign Drafts Affidavit. Any refund shall be at the U.S. dollar equivalent of the amount of the Foreign Draft based upon Bank's buying rate on the date of the refund, and Bank shall deduct from such refund all expenses or fees incurred by Bank or the Drawee Bank in connection with the refund. If Bank determines that there is no ready market for the currency specified in the Foreign Draft, Bank may decline to make such refund unless and until Bank determines such a market exists. Any Replacement Foreign Draft issued shall be priced at the selling rate for the original Foreign Draft.

c. Liability. In addition to liability limitations elsewhere in this Agreement, Bank's liability for any loss or damage shall not exceed the total amount of the fee charged to Customer related to the particular Foreign Draft which gave rise to the loss or damage. Neither Bank nor the Drawee Bank shall be liable for any loss, cost or expenses resulting from the delay in presenting the Foreign Draft for payment or from the refusal or inability of the Drawee Bank to pay the Foreign Draft by reason of any law, decree, moratorium, regulation, compulsion or control of public authority or of domestic or foreign government, de jure or de facto, or any agency thereof, or resulting from declared or undeclared war, censorship, blockade, revolution, insurrection or civil commotion.

d. Drafts; Safekeeping. Bank may deliver to Customer from time to time blank draft forms. Customer shall hold all such draft forms and completed drafts in safekeeping until their use in an authorized transaction by authorized personnel. Customer must destroy all canceled or otherwise used forms and notify Bank in accordance with the procedures.

e. Fees. Customer agrees to pay any service charges incurred by Bank in connection with this service and charges for special services, such as stop payment orders or expenses incurred in attempting to recover the proceeds of erroneously paid Foreign Drafts.

f. Indemnification. Except to the extent caused by Bank's gross negligence or willful misconduct, and except to the extent recovered from the Drawee Bank, the payee or its transferee, Customer shall be liable for and shall indemnify Bank, its directors, officers, employees and agents against any loss, cost or expense (including attorney's fees) arising out of or relating to a Foreign Draft drawn by Customer, including without limitation, the unauthorized completion or use of a Foreign Draft, conversion of a Foreign Draft, regardless of whether the conversion occurs while the Foreign Draft is held by Customer in safekeeping or thereafter, the use of a Foreign Draft for any illegal purpose, the Drawee

Bank's payment of a Foreign Draft to a party other than the payee or an authorized transferee, the placement of a stop payment order, the Drawee Bank's failure to honor a timely stop payment order, the Drawee Bank's failure or refusal to pay the Foreign Draft upon presentment, loss of use of funds while recovering a canceled Foreign Draft, errors in the payment of the Foreign Draft, conditions beyond the reasonable control of Bank, exchange rate fluctuations, the insolvency of the Drawee Bank, foreign exchange disruption or suspension caused by political or economic conditions in the Drawee Bank's country or the United States. In the event of any such loss, cost or expense where recovery may be made against persons in the Drawee Bank's country, Bank will make reasonable efforts to assist Customer in attempting to obtain a recovery from those persons; provided, however, that Customer agrees to pay the expense of such recovery efforts, including attorney's fees, and assumes the risk of loss if the recovery efforts do not succeed. Customer's indemnity obligations shall survive any termination of this Agreement.

6. Funds Transfers. Customer authorizes Bank to execute and charge the designated Customer account(s) for wire transfer payment orders delivered to Bank via USB FX Web. Customer agrees that all such wire transfer payment orders will be governed by the relevant Sections of this Agreement.

7. Representations and Warranties. Customer represents and warrants to Bank as of the date of this Agreement and as of the date of each Trade that: (i) Customer is authorized to enter into this Agreement and any Trade, (ii) the persons entering into the Agreement (and each Trade) on Customer's behalf have been duly authorized to do so, (iii) the Agreement (and each Trade) is binding and enforceable against Customer in accordance with its terms, (iv) no Termination Event has occurred or is continuing and (v) Customer is acting as principal with respect to each Trade.

8. Close-Out Events. Each of the following events shall constitute a close-out event under this Agreement (each a "Close-Out Event"): (i) failure by Customer to pay Bank for any amounts due under this Agreement or any Trade, (ii) any voluntary or involuntary insolvency proceeding (including without limitation any proceeding under any bankruptcy, insolvency or other similar laws governing the operations of Customer) shall have been commenced against Customer, (iii) Customer fails, or is otherwise unable, to pay its debts as they become due, (iv) Customer disaffirms, disclaims or repudiates any Trade, (v) any representation made by Customer under this Agreement shall prove to have been false or misleading in any material way at the time that it was made, (vi) Customer shall be in default of any agreement between Customer and Bank or its subsidiaries or affiliates.

9. Rights Upon Close-Out Event. If a Close-Out Event has occurred, Bank shall have the right to terminate this Agreement and, upon notice to Customer, close out all outstanding Trades on a date specified by Bank (the "Close-Out Date"). In such event, Bank shall liquidate such Trades by calculating in good faith the gain or loss of all Trades as follows: (i) determine the close out amount of each Trade, which shall be equal to the sum of the face value of each Trade in a particular currency with a Settlement Date that is the same or later than the Close-Out Date and the face value of each Trade in the same currency with a Settlement Date prior to the Close-Out Date, plus interest at the overnight LIBOR rate from and including the Settlement Date, but excluding the Close-Out Date, (ii) convert the close out amount of each group of like currency Trades into United States Dollars at the rate of exchange at which, at the time of the calculation, Bank may buy U.S. Dollars with or against currency of each closed out Trade and (iii) determine for each Trade the sums that would have been owed by Customer to Bank and the sums that would be owed by Bank to Customer (adjusted to present value by discounting the gain or loss at overnight LIBOR from and including the Settlement Date, but excluding the Close-Out Date). The preceding amounts shall be aggregated, so that all such amounts are netted into a single liquidated amount payable to or by Bank. Customer shall pay on demand any amounts owing to Bank pursuant to this section and Bank's calculations shall be conclusively binding against Customer, absent manifest error.

B. FOREIGN CURRENCY ACCOUNTS

1. Introduction. If requested by Customer and agreed to by Bank, Customer may open a Foreign Currency Account ("FCA") at either U.S. Bank National Association ("Standard FCA") or U.S. Bank National Association, Cayman Branch ("Cayman FCA").

2. Permitted Deposits. Bank may accept the following for deposit into a FCA:

- a. Proceeds of matured foreign exchange purchase contracts;
- b. Proceeds of foreign currency denominated letters of credit or collection;
- c. Incoming international funds transfers;
- d. Proceeds of loan disbursements; or
- e. Checks and other items subject to collection may not be available until funds are received by Bank.

Bank will not accept currency or coin for deposit into a FCA. Deposits not specifically enumerated above may be allowed if agreed to by Bank in writing. Only collected and verified funds can be deposited into a FCA, whereupon funds will be immediately available for withdrawal or transfer by Customer.

3. Withdrawals. Customer can make withdrawals out of a FCA in the following ways:

- a. Settlement of a foreign currency exchange sale contract;
- b. Negotiation of foreign currency denominated letters of credit or collection;
- c. Outgoing international funds transfers by wires initiated in accordance with Bank procedures; or
- d. Payment of a foreign currency loan.

Each of these methods of making a withdrawal will result in an immediate debit to the FCA for the entire amount Customer has elected to withdraw from such FCA.

4. Interest. Interest rates offered on Standard FCAs and Cayman FCAs are determined in Bank's discretion based on the applicable currency. Such interest rates may be set at zero or at a negative interest rate. Interest is calculated based on the average daily balance method. The average daily balance method is an annualized rate that reflects the relationship between the amount of interest each fiscal month and the average daily balance in the account for such fiscal month.

5. Denomination. Customer will elect the denomination of each FCA on a separate account opening document. Transfers of funds into and out of a FCA in the currency in which that particular FCA is denominated will be made without regard to the equivalent value of that sum of foreign currency in U.S. Dollars or other foreign currencies. Transfers of funds into and out of a FCA in a currency other than the currency in which that particular FCA is denominated may be accommodated by the Bank in its discretion. Such transfers will be made at the prevailing exchange rate determined by Bank.

6. Non-Business Days. In addition to Non-Business Days specified in the Agreement, there will occasionally be other days on which Bank cannot process or complete a transaction due to holidays in foreign countries (including, but not limited to, Cayman Island holidays with respect to Cayman FCAs).

7. Other Terms. Bank may refuse a deposit, limit the amount which Customer may deposit, return all or any part of a deposit, or require that Customer close a FCA at any time. Bank may also close a FCA without prior notice and remit to Customer any balance remaining after taking into account all pending debits and charges against such FCA..

8. Foreign Currency Account Risks. Investing in any currency other than the base currency of the Customer carries risk. The value of the balances in such accounts may be significantly affected by changes in currency exchange rates. Some other risks of maintaining foreign currency balances include, but are not limited to: the effects of a different economic system in a foreign country, future political and economic developments, possible imposition of exchange controls or

other government restrictions, and with respect to certain countries, the possibility of expropriation or confiscatory taxation, political or social instability, or diplomatic developments which could adversely affect the value of the currency. Should Bank's balances in a foreign country become blocked or withdrawals by Bank become otherwise restricted, Customer's funds in the FCA will likewise be blocked or otherwise restricted.

WHILE DEPOSITS IN STANDARD FCAS MAY BE INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") UP TO A MAXIMUM AMOUNT ALLOWED BY LAW, CUSTOMER IS NOT PROTECTED BY BANK AGAINST FOREIGN CURRENCY EXCHANGE RATE FLUCTUATIONS OR FROM INABILITY TO ACCESS FUNDS FROM FOREIGN REGULATIONS BY THE FDIC INSURANCE, OR ANY OTHER INSURANCE OR GUARANTY PROGRAM. CUSTOMER ASSUMES ALL RISK OF LOSS ARISING FROM ANY ACTION TAKEN WITH RESPECT TO THE CAYMAN FCAs BY THE GOVERNMENT OF THE CAYMAN ISLANDS OR ANY SOVEREIGN OR MILITARY POWER (DE FACTO OR DE JURE). IN THE UNLIKELY EVENT OF BANK FAILURE, THE BALANCES RESIDING IN CUSTOMER'S CAYMAN FCA WILL NOT BE DEEMED "DEPOSITS" UNDER RULES PROMULGATED BY THE FDIC AND WILL THEREFORE NOT BE INSURED BY THE FDIC. CUSTOMER'S CLAIM FOR FUNDS HELD IN THE CAYMAN FCA WILL BE TREATED AS UNSECURED GENERAL CREDITOR CLAIMS.

9. Limitations on Liability.

In addition to other limitations on liability set forth in this Agreement, Customer expressly releases and holds harmless Bank, and its affiliates, agents and employees, from any liability, loss, damage or claim related to currency exchange rates or fluctuations in value of the currency in which the applicable FCA is denominated with respect to the U.S. Dollar and other currencies. Customer hereby assume all risks related to currency exchange rates and fluctuations in currency values, including that the foreign currency in a FCA might be worthless, in U.S. Dollars or other foreign currencies, than the U.S. Dollar or other foreign currency equivalent of such funds at the time deposited into the FCA. Bank makes no warranty and no representation about the value of any FCA balance at any time.

VI. TERMS APPLICABLE TO SPECIFIC MONEY CENTER AND SAFEKEEPING SERVICES

The following are additional terms and conditions applicable to specific Money Center and Safekeeping Services offered by Bank. Bank may change the number or type of Services offered at any time. Customer shall not be bound by the terms and conditions for the specific Services described in this Section VI to the extent Customer is not using such Service(s).

A. INVESTMENT AND DEPOSITORY SERVICES

From time to time, Customer may purchase through or from and/or sell to or through Bank certain Securities (defined below), or may make Time Deposits (defined below) at Bank through Bank's Money Center Department (the "Money Center Department"). All such transactions shall be effected upon the following terms and conditions.

1. Definitions.

a. "Securities" means all bankers' acceptances, certificates of deposit issued by financial institutions other than Bank, commercial paper, government securities as defined by the Securities Exchange Act of 1934 ("Act"), municipal securities (as defined by the Act), securities sold subject to repurchase agreements, and all other investment securities or products now or hereafter offered by Bank to Customer, other than Time Deposits.

b. "Time Deposit" means any time deposit now or hereafter maintained by Bank for Customer through the Money Center Department.

c. "Confirmation" means the confirmation statement described in paragraph 6 of this Section VI(A) below.

d. "Settlement Account" means any settlement account designated by Customer in a written notice delivered to Bank.

e. "Variable Debit" means the amount by which a debit to a Settlement Account differs from the amount of the immediately preceding debit.

2. Capacity of Bank; Compensation.

a. In General. In any transaction governed by this Section VI(A), Bank may be acting as principal, riskless principal, or agent. Bank's capacity in any transaction involving Securities is indicated on the Confirmation.

b. Transactions as Principal. When acting as a principal in transactions involving Securities, Bank will either buy Securities for its own account or sell for its own account Securities owned by Bank, whether such Securities are bought before or after receiving Customer's order. In such transactions, Bank's compensation, if any, is reflected in the price at which Bank buys and sells the Securities.

c. Transactions as Riskless Principal. When acting as a riskless principal in transactions involving Securities, Bank will, after receiving an order to buy or sell Securities from Customer, buy or sell Securities for its own account to offset a contemporaneous sale to or purchase from Customer. In such transactions Bank's compensation, if any, is reflected in the price at which Bank buys and sells the Securities.

d. Transactions as Agent. When acting as Customer's agent, Bank will buy or sell Securities solely for Customer's account. In such transactions, Bank's compensation due from Customer, if any, is the amount of agency service charge indicated on the Confirmation.

e. Additional Fees. In addition to compensation received as a principal, riskless principal, or an agent, Bank (and the financial institution maintaining the Settlement Account, if other than Bank) may charge additional fees for services related to a transaction as specified in the current fee schedule as provided to Customer, which may be amended from time to time upon notice to Customer.

f. Other Compensation. Bank shall not be prohibited from contracting for and receiving a fee or other compensation from any other party in connection with any transaction hereunder, and any such fee or compensation from such other party shall be in addition to, and shall not be applied as a reduction of, any fee or compensation due from Customer to Bank. Such additional compensation may include, without limitation, applicable advisory, custodial, distribution and/or shareholder service fees (which may be paid as 12b-1 service fees) that Bank or its

affiliates may receive from various mutual funds and/or mutual fund service providers, based upon moneys invested in the funds, and Customer acknowledges that those fees may be paid to Bank for such services.

3. **Transaction Requests.** Each transaction will be made pursuant to Customer's verbal or written request, or electronically via a trading system provided or approved by Bank. Customer may give written instructions to Bank via email by sending such instructions to Bank's email address of record, in accordance with the delivery requirements of this Section VI(A), as designated from time to time by Bank. In the event transaction requests are submitted to Bank via email, Bank is authorized to act upon any such transaction request received immediately upon receipt thereof. Bank is under no obligation to deliver to Customer acknowledgement that it has received Customer's transaction request received via email. Bank may reject, refuse to honor, or reverse all or any portion of any transaction request with or without notice. All claims against Bank for failure to properly follow the instructions of Customer must be made within sixty (60) days from the date on which the instructions were received by Bank or such claims are expressly waived by Customer. Customer acknowledges that with respect to certain money market, mutual fund or other similar investments that Customer may acquire through Bank, such funds may from time to time have an ownership interest in securities issued by Bank or its affiliates. If on or before the settlement date, Customer fails to pay in full for any security purchased or fails to deliver security sold, Bank is authorized in its discretion and without notice or demand to take any one or more of the following actions: cancel the transaction; sell the securities covered thereby; 'buy-in' securities or other property required to make delivery; charge Customer's Settlement Account for the amount due; hold Customer liable for any resulting loss, including but not limited to, the interest cost to carry any securities purchased; or impose fees.

4. **Settlement Account.** Unless otherwise specified, Customer unconditionally authorizes, empowers, and directs Bank (and any financial institution maintaining the Settlement Account) to: (i) debit the Settlement Account on the settlement date indicated on the Confirmation for the full amount of each transaction effected under this Section VI(A) (including all fees and charges payable hereunder), notwithstanding that such debit may cause the Settlement Account to be overdrawn; and (ii) credit the Settlement Account with interest payments, maturity payments or other appropriate payments. Customer represents that no party other than the individuals designated from time to time by Customer to Bank as having such authority is required to authorize the Money Center Department to debit or credit the Settlement Account. Customer authorizes the financial institution maintaining the Settlement Account to accept debit and credit entries to the Settlement Account until this authorization is cancelled in writing through written notification of its termination in sufficient time and in such manner as to allow the financial institution maintaining the Settlement Account and the Money Center reasonable opportunity to act on it. If Customer is a consumer, Customer acknowledges that it has the right to receive notice from the Money Center Department of a Variable Debit (as defined above) 10 days prior to such debit, however, Customer hereby elects not to receive such notice when the Variable Debit is between \$1 and \$100,000,000.

5. **Delivery.** Pursuant to instructions given in a manner consistent with paragraph 3 of this Section VI(A), Customer shall direct the delivery of any Securities purchased hereunder to any account set forth in such instructions, which account may be a safekeeping account maintained at Bank, in which case such Securities will be held in accordance with the Safekeeping Terms And Conditions set forth in Section VI(B) below. If Customer shall otherwise direct the delivery of any Securities that are being sold by Bank subject to a repurchase agreement, Bank shall have the right to require that such Securities be delivered to a third-party bailee selected by Bank to hold such Securities, subject to the rights and obligations of Customer and Bank hereunder. With respect to Time Deposits, Bank will issue no certificate, passbook, or any other evidence of deposit except for the Confirmation.

6. **Confirmation Statements.** Promptly after effecting any transaction pursuant to this Section VI(A), Bank will deliver to Customer (via mail, fax, email, or other electronic means, including without limitation posting to a password protected website) a confirmation statement (the "Confirmation") which shall identify Bank and Customer and specify the trade and settlement dates of the transaction, the issuer and par amount

of any Securities or the principal amount of any Time Deposit, the interest rate or discount rate applicable to any Securities or Time Deposit, the maturity date of the transaction, the capacity of Bank as principal, riskless principal or agent, any terms and information required by applicable law, and any other terms and information which Bank may include at its sole and absolute discretion. The information contained on the Confirmation shall be considered true and correct and conclusively binding upon Customer unless Customer notifies Bank of any error therein within three (3) business days after the date the Confirmation is deemed as delivered to Customer pursuant to paragraph 14 of this Section VI(A) below.

7. Disclosures, Notices and Other Account Information. All disclosures, notices and other Customer account information from Bank may be delivered to Customer in electronic form (including, without limitation posting to a password protected website) to the extent Customer elects to receive such information through electronic delivery, subject to the Terms and Conditions of Electronic Delivery set forth in Section VI(C) below. Customer agrees that sending information in this manner will constitute good and effective delivery of the information to Customer, regardless of whether Customer actually accesses the website or other electronic medium containing the information.

8. No Representation or Warranty. Customer acknowledges and agrees that Bank makes no representation or warranty, express or implied, with respect to the validity, enforceability, collectability, or investment quality of any Securities sold hereunder.

9. Interest on Time Deposits. All Time Deposits will earn interest from the date of deposit until their respective maturity dates computed at the rate and in the manner established by Bank from time to time. Bank will advise Customer of the applicable interest rate at the time that the request for the Time Deposit is made.

10. Early Withdrawal of Time Deposits. Customer agrees that each Time Deposit will remain on deposit with Bank until the maturity date thereof. A penalty may be imposed if Customer withdraws the principal of any Time Deposit before the maturity date thereof. The amount of such penalty will be specified in the current fee schedule, which may be amended from time to time.

11. Repurchase Transactions. Customer shall not be entitled to purchase any Securities which are government securities, subject to Bank's agreement to repurchase, and to be held by Bank for the account of Customer, unless Customer shall first have executed and delivered to Bank a written repurchase agreement, in substance satisfactory to Bank, governing such repurchase transaction. In the event of any conflict between the terms of such written repurchase agreement and the terms of this Section VI(A), the terms of such written repurchase agreement shall control.

12. Joint Accounts. In the event that any account opened hereunder is a joint account for more than one Customer (each such Customer hereafter called a "Co-Tenant"), all Co-Tenants jointly and severally agree that any one Co-Tenant shall have authority on behalf of the joint account (i) to buy, sell, and otherwise deal in Securities at Bank and to establish Time Deposits at Bank through Bank; (ii) to receive on behalf of such joint account Confirmations and all other demands, notices, reports, statements of account and communications of every kind; and (iii) to deal with Bank on behalf of such joint account as fully and completely as if such Co-Tenant alone were interested therein, all without notice to the other Co-Tenant(s). Bank is authorized to follow the instructions of any Co-Tenant given in accordance with paragraph 3 of this Section VI(A) in every respect concerning such joint account and is under no duty to inquire into the purpose or propriety of any such instruction. The liability of each Co-Tenant with respect to such joint account shall be joint and several. Any notice sent to one Co-Tenant shall be deemed to be notice to all Co-Tenants. If conflicting instructions are received from a Co-Tenant (whether one or more), Bank may, at its sole and absolute discretion, take any of the following actions: (a) choose which instructions to follow and which to disregard; (b) suspend all action in the account until written instruction signed by all owners is received; (c) close the account and deliver all securities and other property, net of debits or liabilities, to the address of record; and/or (d) take other appropriate legal action.

13. Amendment; Termination. Notwithstanding the provisions set forth in paragraph 28 of Section II above, Bank may amend the terms set forth in this Section VI at any time in any respect, effective upon thirty (30) days prior notice to Customer and Customer or Bank may terminate the Service(s) described in this Section VI at any time effective upon notice to the other party. If any Service described in this Section VI is terminated for any reason, Customer will continue to be responsible for any obligation incurred by Customer prior to termination.

14. Notices. All Confirmations, notices, or other disclosures or communications from Bank to Customer shall be deemed delivered upon transmission of fax, email, or other electronic communication to Customer or upon five (5) business days after the date of deposit in the United States mail, postage prepaid, and addressed to the mailing or email address provided to Bank. All written confirmations, notices, instructions, or other communications from Customer to Bank shall be sent to the attention of Customer's Money Center Department representative at such address designated by Bank from time to time.

15. No Investment Advice. Customer acknowledges that Bank will not provide supervision, recommendations or advice to Customer in connection with the investment, purchase, sale, retention, or other disposition of any Securities.

16. ERISA. If assets of an employee benefit plan subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), are intended to be deposited, invested or used by Customer in a transaction under this Section VI(A), Customer shall notify Bank prior to effecting that deposit, investment or transaction and will provide Bank with any additional information as Bank may reasonably request. Customer represents and warrants to Bank that any deposit, investment, or transaction pursuant to this Section VI(A) shall not result in a prohibited transaction under ERISA or shall otherwise be exempt, and Customer further agrees to indemnify and hold Bank harmless from any loss or claim arising therefrom.

B. SAFEKEEPING TERMS AND CONDITIONS

From time to time, Customer may open a safekeeping account or accounts through Bank's Safekeeping Department (the "Safekeeping Department") to hold Securities, including Securities purchased to or through the Money Center, and Bank and Customer agree that such accounts and any Securities held therein will be subject to the following terms and conditions.

1. Custody of Securities. Bank agrees to hold and keep as custodian hereunder all securities that Bank has agreed to accept for the account of Customer ("Safekept Securities") and to deliver such Safekept Securities as Customer directs pursuant to the terms and conditions as described below. Bank in its discretion may refuse to accept any security for safekeeping and in any case will not accept any security for safekeeping unless it is fully paid for or good funds are available to Bank to pay for any such unpaid security.

2. Customer Instructions. Bank is authorized to accept, act upon and rely upon all written instructions given by Customer or those Authorized Users designated from time to time by Customer to Bank as having such authority as provided in accordance with this Agreement. Customer hereby represents and warrants that each Authorized User is authorized to give instructions to Bank. Customer may give written instructions to Bank via email by sending such instructions to Bank's email address of record (as may be designated from time to time by Bank) and Bank is authorized to act upon any such transaction request received immediately upon receipt thereof. Bank is under no obligation to deliver to Customer acknowledgement that it has received such instructions via email. Bank shall not be liable in any manner if it executes any oral or written instruction that comes from Customer or its Authorized User. All claims for failure to properly follow the instructions of Customer or the Authorized User must be made within thirty (30) days from the date on which the instructions were received by Bank or such claims are expressly waived by Customer.

3. Securityholder Information. Unless otherwise required by law or pursuant to written instructions, in no event shall Bank be responsible to take any action concerning any puts, calls, conversions, exchanges, reorganizations, offers, tenders or other corporate actions or similar matters relating to Safekept Securities other than to forward to Customer or its Authorized User all information received by Bank relating to any such transaction. Customer agrees that its instructions to Bank with respect to any such actions shall be in writing and delivered to Bank within sufficient time for Bank to act thereon if any action is required. Bank shall forward to Customer at Customer's address so provided to Bank any proxies, financial statements or written notices received by Bank relating to Safekept Securities held on behalf of Customer. All proxies and proxy material received by Bank relating to Safekept Securities are to be voted by Customer or per Customer's timely written instructions to Bank. Safekept Securities called for redemption prior to maturity will be presented for payment provided the trustee gives Bank adequate notice of redemption. Should any Safekept Security be called for partial redemption by the issuer of such security, Bank is authorized to accept the allocation applied by any central depository. If Bank has to allocate any redemption among its accounts, Bank shall allot the redemption proceeds in any manner it deems fair and equitable in its sole discretion.

4. Registration and Third Party Depositories. Bank shall register Safekept Securities in nominee name, and may from time to time change the registration of Safekept Securities from nominee name to Customer's name or vice versa; provided that Customer timely completes any necessary documentation provided by Bank to change the registration of the Safekept Securities. Safekept Securities held in nominee name may be deposited with The Depository Trust Company or other third party depository acceptable to Bank. Securities that are depository eligible will be held at the depository in the depositor's nominee name.

5. Collection of Income and Principal. Bank shall collect and receive the interest, principal and other income payable in connection with the Safekept Securities and shall pay any amounts so collected or received to, or credit the account of, Customer so specified to Bank or any other settlement account subsequently designated by Customer to Bank (the "Settlement Account"). Bank shall not be obligated (a) to pay to or credit the account of Customer with any payment of interest, principal or other income until Bank receives such payment in immediately available funds,

or (b) to institute or participate in any collection proceedings or other proceedings to enforce Customer's rights relative to any Safekept Securities or to pursue any remedies on behalf of Customer. Bank is authorized to sign on behalf of Customer any declarations, affidavits, certificates of ownership or other documents relating to securities held by Bank in nominee name that are now or may hereafter be required with respect to all coupons, registered interest, dividends or other income.

6. Settlement Account. Unless otherwise specified, Customer unconditionally authorizes, empowers, and directs Bank (and any financial institution maintaining the Settlement Account) to (i) debit the Settlement Account on the settlement date indicated on the confirmation for the full amount of each transaction effected under this Section VI(B) (including all fees and charges payable hereunder), notwithstanding that such debit may cause the Settlement Account to be overdrawn and (ii) credit the Settlement Account with interest payments, maturity payments or other appropriate payments. Customer represents that no party other than those individuals so designated from time to time as having such authority is required to authorize the Safekeeping Department to debit or credit the Settlement Account. Customer authorizes the financial institution maintaining the Settlement Account to accept debit and credit entries to the Settlement Account until this authorization is cancelled in writing through written notification of its termination in sufficient time and in such manner as to allow the financial institution maintaining the Settlement Account and the Safekeeping Department reasonable opportunity to act on it. If Customer is a consumer, Customer acknowledges that it has the right to receive notice from the Safekeeping Department of a Variable Debit (as defined below) 10 days prior to such debit, however, Customer hereby elects not to receive such notice when the Variable Debit is between \$1 and \$100,000,000. "Variable Debit" means the amount by which a debit to a Settlement Account differs from the amount of the immediately preceding debit.

7. Return of Payments. Customer will repay Bank, or Bank may credit Customer's Settlement Account, in the event that for any reason: (i) Bank is required to return to the issuer or to a third party any payments; (ii) Bank fails to receive from the issuer or appropriate other party a payment Bank paid to Customer in respect of Safekept Securities; or (iii) Bank must return to the issuer or appropriate other party a payment Bank paid to Customer in respect of Safekept Securities.

8. Receipt and Delivery of Securities. Bank shall not be liable or responsible for or on account of any act or omission of any broker or other Agent designated by Customer or, in the absence of such designation, selected by Bank to receive or deliver Securities for the account of Customer.

9. Withdrawal of Securities. Any and all Safekept Securities may be withdrawn from Bank at any time upon a written order or receipt signed by Customer or its Authorized User. Withdrawal or delivery of securities is subject to availability (e.g., among other reasons, securities involved in a corporate action or in frozen status, restricted securities, or pledged securities may not be available for withdrawal or delivery).

10. No Investment Advice. Customer acknowledges that Bank will not provide supervision, recommendations or advice to Customer in connection with the investment, purchase, sale, retention or other disposition of the Safekept Securities.

11. Standard of Care. Bank shall use reasonable care in carrying out its duties under this Section VI(B). For purposes of this Section VI(B), "reasonable care" shall mean the same degree of care and protection that Bank gives to its own property. Customer shall indemnify and hold harmless Bank, its directors, officers, employees and agents, for and against all claims, losses, liabilities and expenses of any nature or kind, including, without limitation, Bank's reasonable legal fees and any and all expenses arising from any claim of any party resulting from any actions taken by Bank pursuant to this Section VI(B). Bank shall not be liable, directly or indirectly, for any damages or expenses arising out of the services Bank provides in accordance with this Section VI(B) except where Bank fails to act in good faith or in accordance with reasonable commercial standards of banking business. In no event shall Bank be liable for special, consequential or punitive damages even when Bank has been advised of the possibility of such damages.

12. Fees and Expenses. Customer shall pay to Bank such fees as shown on the current fee schedule, which may be amended from time to

time by Bank. If the fee schedule is amended, the amended fees will apply to any Safekept Securities being held in safekeeping at that time. In addition, Customer shall reimburse Bank for its commercially reasonable out-of-pocket expenses, including, but not limited to: postage, insurance, registration fees, wire fees, and other fees incurred by Bank in connection with the Safekept Securities and its services provided under this Section VI. If Customer fails to pay Bank any sums due under this Section VI within 30 days after a written late notice is sent to Customer by Bank, Bank shall be entitled to exercise any one or more of the following options:

- a. to offset any sums due against any funds of Customer on deposit with Bank;
- b. to offset any sums due against any interest, principal or other income received or to be received for Customer's safekeeping account or accounts maintained pursuant to this Agreement;
- c. to terminate this Agreement and return the Safekept Securities to Customer at Customer's expense; and
- d. to avail itself of any other remedy it may have in law or in equity.

13. Record and Taxes. Bank shall maintain records of Customer's account and provide Customer with a Confirmation/Custody Receipt for all Safekept Securities following delivery to Bank and periodic statements of Safekept Securities on deposit with Bank. Bank will also send to Customer such notices and reports required by law. Customer understands and agrees that it is Customer's obligation to prepare and file all required tax returns and to pay all taxes due on any income Bank collects for Customer.

14. Subaccounts. If Customer notifies Bank that Customer's account is a master account for multiple underlying accounts (the "Subaccounts") of Customer's customers or other parties, the underlying owners of the Subaccounts shall not be deemed as third-party beneficiaries under this Safekeeping Agreement and Bank shall have no duties or obligations to those parties. Bank will conduct tax reporting as if Customer, and not Bank, was the applicable payor of the Subaccounts and Customer will be responsible for all fees and penalties imposed by relevant taxing authorities due to inaccurate reporting.

15. Amendment or Termination of Services.

a. Except as provided in paragraph 12 of this Section VI(B), the provisions of this Section VI(B) may be amended only by written amendment executed by both Customer and Bank; provided, however, that the terms of this Section VI(B) may also be amended by Bank if Bank gives written notification of such amendment to Customer and Customer does not terminate its use of Services described in this Section VI(B) within 30 days of such notification. Customer agrees that failure to so terminate such Services constitute consent to such amendment. The Services provided pursuant to this Section VI(B) may be terminated at any time either by Customer or by Bank upon written notification to the other, whereupon all Safekept Securities shall be delivered or surrendered to Customer upon a written order or receipt signed by Customer or its Authorized User; provided, however, that Bank may offset any sums due Bank as provided in paragraph 12 of this Section VI(B). Such delivery and the termination of Services shall release Bank from all further liability and responsibility under this Section VI(B).

b. The provisions of this Section VI(B) shall be continuous and shall survive any temporary or intermittent closing of any safekeeping accounts with Bank, and shall replace and substitute any prior agreement regarding the subject matter hereof between Bank and Customer despite language in such prior agreement that such prior agreement was continuous.

c. The provisions of this Section VI(B) or any of Bank's rights and obligations hereunder shall be assignable by Bank to any entity affiliated by common control with Bank or to any successor of Bank upon merger, consolidation, reorganization or otherwise. This Agreement shall not be assignable by Customer. The provisions of this Section VI(B) shall inure to the benefit of and be binding upon Bank, its successors and assigns and Customer, his/her heirs, administrators, executors, successors and assigns.

16. Written Confirmation, Notices, Instructions and Other Communications.

All Confirmations, notices, or other disclosures or communications from Bank to Customer shall be deemed delivered upon transmission of fax, email, or other electronic communication to Customer or upon five (5) business days after the date of deposit in the United States mail, postage prepaid, and addressed to the mailing or email address provided to Bank. All written confirmations, notices, instructions, or other communications from Customer to Bank shall be sent to the attention of Customer's Safekeeping representative at such address designated by Bank from time to time.

C. TERMS AND CONDITIONS FOR ELECTRONIC DELIVERY

The following sets forth the terms and conditions of use of Bank's electronic delivery and notification service (the "Electronic Delivery Service") in connection with account(s) with the Money Center Department or Safekeeping Department.

The Electronic Delivery Service described in this Section VI(C) shall constitute an Internet Service as defined in Section III of this Agreement and shall be subject to the terms set forth therein, as well as any other agreements between Customer and Bank and any applicable laws or regulations. If there is a conflict between the terms and conditions set forth in this Section VI(C) and the terms and conditions of any other section of this Agreement or any other agreement between you and us as they relate to the Electronic Delivery Service, the terms and conditions set forth herein will control.

1. Electronic Delivery of Documents. Customer may elect to receive Account Communications (defined below) related to your account(s) electronically. All Account Communications will be delivered electronically by posting to Bank's password protected website designated for Customer's account(s) or, at Bank's election, delivered via electronic mail to the email address provided by Customer to Bank. "Account Communications" include, without limitation, all current and future account statements, trade confirmations, security notices, maturity notices, prospectuses, offering and disclosure documents, shareholder communications (such as quarterly, semi-annual and annual reports, proxy statements, etc.), regulatory communications and other information, documents, data, notices and records regarding Customer's account(s) with Bank. Bank may, from time to time, designate additional Account Communications that are then eligible for electronic delivery through the Electronic Delivery Service, the delivery of which will then be subject to these terms and conditions. From time to time, Bank may add to, modify or delete any feature of the Electronic Delivery Service or Account Communications eligible for delivery through the Electronic Delivery Service at its sole discretion. Customer acknowledges and agrees that by being enrolled in the Electronic Delivery Service, Customer will no longer receive Account Communications by mail that is otherwise available for delivery as part of the Electronic Delivery Service.

2. Accessing Account Communications. Bank will notify Customer via email when Account Communications are posted. Bank may also provide, in its sole and absolute discretion, Account Communications directly via email. Customer may access all Account Communications for at least thirty days from the date of initial posting. Customer acknowledges and agrees that all Account Communications will be deemed to constitute good and effective delivery to Customer upon posting, regardless of whether Customer actually or timely receives or accesses the Account Information, or if Account Communications are delivered directly to Customer via email, when so delivered.

3. Changes in Delivery Method. Customer must notify Bank if it wishes to discontinue the Electronic Delivery Service. Following Bank's receipt of such notice and after Bank has a reasonable opportunity to act on such notice, Customer will thereafter begin to receive mailed Account Communications beginning with your next statement cycle and/or mailed confirmation statements.

4. Reporting Unauthorized Transactions or Erroneous Statements. Customer agrees to promptly and carefully review all Account Communications as and when delivered and notify Bank via telephone within three business (3) days of delivery (unless otherwise expressly provided for in the applicable customer agreement or safekeeping agreement) if Customer objects to the information provided. Absent such timely objection, Bank shall treat such information as accurate and conclusive.

5. Third Party Services. Customer acknowledges and agrees that receipt of email notifications when Account Communications are posted may be delayed, or prevented by factors affecting Customer's or Bank's Internet service provider(s), phone operator(s), and such other similar entity ("Third Party Service Providers"). Bank makes no representations or warranties whatsoever with regard to the products and services offered by such Third Party Service Providers and shall not be liable for any loss caused, in whole or in part, by a Third Party Service Provider.

6. International Use. Bank makes no representations or warranties that any content or use of the Electronic Delivery Service is appropriate or

available for use in locations outside the United States and accessing the Electronic Delivery Services from territories where its contents or use is illegal and is prohibited by Bank. If Customer accesses the Electronic Delivery Service from locations outside the United States, Customer does so at its own risk. Customer is responsible for compliance with all local laws.

7. Proprietary Rights; Materials; Trademarks. All content included or available through the Electronic Delivery Service (other than Customer's account information), such as advertisements, test, graphics, logos, button icons, images, audio clips and software, is the property of Bank and/or third parties and is protected by copyrights, trademarks or other intellectual property rights. The compilation (meaning the collection, arrangements and assembly) of all content on the Electronic Delivery Service is the exclusive property of Bank and/or its licensors and is protected by copyrights or other intellectual property rights. The trademarks, logos, and service marks displayed on the Electronic Delivery Service (collectively, "Trademarks") are the registered and unregistered Trademarks of Bank or third parties. Under no circumstances may Customer use, copy, alter, modify or change these Trademarks. Nothing contained on the Electronic Delivery Service should be construed as granting by implication or otherwise any license or right to use any Trademark without the express written permission of Bank or the third party that has rights to such Trademark, as the case may be.

Your Deposit Account Agreement

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General Terms & Conditions

Electronic Transfers

Funds Availability

Safe Deposit Box Lease Agreement

U.S. Bank Consumer Reserve Line Agreement

U.S. Bank Business Reserve Line Agreement

Effective May 16th, 2016

Member FDIC



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TERMS APPLICABLE TO ALL DEPOSIT ACCOUNTS

THIS IS AN AGREEMENT

Welcome to U.S. Bank and thank you for opening an account with us. This booklet provides the general rules that apply to the account(s) you have with **U.S. Bank**. Additional rules will be provided in:

1. disclosures we give you when you open your account (for example our *Consumer Pricing Information and Business Pricing Information* brochure) and other fee disclosures;
2. disclosures we give to you when you use additional products and services (for example our *Online Banking and Mobile Financial Services Agreement*);
3. periodic statements;
4. user guides;
5. Consumer Privacy Pledge brochure;
6. any appropriate means such as direct mail and notices on or with your statement, including statements delivered electronically; and
7. disclosures we give you about ATM and Debit Card Overdraft Coverage (applicable to certain consumer accounts, refer to the Insufficient Funds and Overdrafts section on page 6 for details).

These things, together, are an agreement between you and **U.S. Bank**.

Please read this carefully and retain it for future reference. This brochure is revised periodically, so it may include changes from earlier versions.

By providing a written or electronic signature on a signature card or other agreement or contract, opening, or continuing to hold an account with us, you agree to the most recent version of this Agreement, which is available to you at your local U.S. Bank branch, at www.usbank.com, or by calling U.S. Bank 24-Hour Banking at a number listed on the last page of this booklet.

This Agreement represents the sole and exclusive agreement between you and us regarding the subject matter described herein and supersedes all previous and contemporaneous written or oral agreements and understandings. If there is a conflict between this Agreement and the terms of any other disclosure or agreement regarding your deposit account(s), this Agreement will control in resolving those inconsistencies. While we may permit limited variations to this Agreement, such variations must be in writing either on the signature card for your account or in some other document.

If you have any questions, please call us. Our most commonly used phone numbers are printed on the back of this booklet.

DEFINITIONS

The following definitions apply in this Agreement except to the extent any term is separately defined for purposes of a specific section. The words “**we**,” “**our**,” and “**us**” mean **U.S. Bank National Association (“U.S. Bank”)**. We are a national bank. We are owned by **U.S. Bancorp**.

U.S. Bancorp and U.S. Bank own or control other companies, directly and indirectly. The members of this family of companies are our “**affiliates**.”

The words “**you**” and “**your**” mean each account owner and anyone else with authority to deposit, withdraw, or exercise control over an account. If there is more than one owner, then these words mean each account owner separately, and all account owners jointly.

The term “**account**” means any savings, transaction (for example, checking, Consumer Now Account), and time deposit (for example, certificate of deposit or CD) account or other type of account you have with us, wherever held or maintained.

An “**owner**” is one who has the power to deal with an account in his, her or its own name. An “**agent**,” in contrast, is one whose power to withdraw from an account comes from, or is on behalf of, the owners. Authorized signers, designated corporate officers, trustees, attorneys-in-fact, and convenience signers are examples of agents.

Entities such as corporations, limited liability companies, partnerships, estates, conservatorships, and trusts are not natural persons, and can only act through agents. In such cases, it is the “**entity**” that is the owner.

“**Personal accounts**” are accounts in the names of natural persons (individuals). They are to be distinguished from “**non-personal accounts**” which are accounts in the name of corporations, partnerships, trusts and other entities.

Except where it is clearly inappropriate, words and phrases used in this document should be interpreted so the singular includes the plural and the plural includes the singular.

CELLULAR PHONE CONTACT POLICY

By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications—including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an

automatic telephone dialing system—from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

MONITORING AND RECORDING COMMUNICATIONS

You acknowledge and agree that we, or anyone acting on our behalf, may monitor and/or record any communication between you and us, or anyone acting on our behalf, for quality control and other purposes. You also acknowledge and agree that this monitoring or recording may be done without any further notice to you. The communication that may be monitored or recorded includes telephone calls, cellular or mobile phone calls, electronic mail messages, text messages, instant or live chat, or any other communications in any form.

WAIVERS AND PRECEDENTS

Our Agreement with you gives us rights and duties. If we don't take advantage of all our rights all the time that does not mean we lose them. For example:

- if we make funds available to you for withdrawal ahead of schedule, that does not mean we have to do it again.
- if we pay a check that is more than your account balance, that does not mean we have to do it again.

CUSTOMER IDENTIFICATION PROGRAM NOTICE

(USA PATRIOT ACT)

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you

When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see other identifying documents like a driver's license or documents showing your existence as a legal entity.

Existing customers

Even if you have been a customer of ours for many years, we may ask you to provide this kind of information and documentation because we may not have collected it from you in the past or we may need to update our records.

Failure to Provide Information

If, for any reason, any owner is unable to provide the information necessary to verify their identity, their account(s) may be blocked or closed, which may result in additional fees assessed to the account(s).

OWNER'S AUTHORITY

Each owner of a personal account, or an agent for a non-personal account, acting alone, has the power to perform all the transactions available to the account. For example, each owner can:

1. make withdrawals by whatever means are available for the account;
2. make deposits by whatever means are allowed for the account;
3. obtain and release information about the account;
4. sign or authenticate any document in connection with the account (for example, an owner can endorse a check payable to a co-owner for deposit to a joint account); and
5. give rights to others to access the account (for example, any owner could grant a power of attorney to have access to the account).

In addition, if you share ownership of an account with someone else (for example, you have a joint or multi-party account), then each of you can endorse items for deposit to the account on behalf of another owner. If there is shared ownership of an account, it is the intention of all owners that each of you has complete and separate access and withdrawal rights to all the funds in the account irrespective of who had deposited the funds in the account.

AUTHORIZED ACCESS AND POWER OF ATTORNEY

Each owner of your account is independently permitted to authorize someone else to access your account. For example, the following persons will have access to your account:

1. Any person listed on a signature card, resolution, or certificate of authority as being authorized to make withdrawals or transfers, by check or otherwise, from your account;
2. Any person that you authorize to make withdrawals or transfers from the account by whatever means the account allows (for example, pre-authorized withdrawals, wire transfers, ATM card, or debit card transactions);
3. Any person you give rights to act on your behalf, such as a power of attorney;
4. Any person to whom you make your checkbook or your checking account number available for purposes of transacting business on the account. We discourage this type of "authorization" because it is possible that we will detect such transactions and treat them as unauthorized. If you give any such person "authority," we are not responsible whether we honor the transactions or dishonor them; and
5. Any person to whom you make your ATM card or debit card personal identification number (PIN) available. By allowing this type of "authorization," the person to whom you make your personal identification number (PIN) available may be able to access all of your accounts held with us by using the telephone, ATM, online or other banking access channels. If you give any person such "authority," we are not responsible for actions they take with respect to your accounts.

We will use the word "agent" to mean any person who you authorize to act on your behalf, whether by following the process we require (for example, by designating an authorized signer on a signature card), or on your own (for example, by creating a power of attorney). If you name such an agent:

1. we may require that you use forms we approve and require each owner to sign the form to be effective;
2. the powers you give to your agent, and any limitations on those powers, are between you and your agent, even if we have express written notice of those powers. You understand and agree that we have no duty or responsibility to monitor the acts of your agent or ensure that the acts of your agent are for your benefit. For example, if you only give your agent authority to pay your bills and your agent exceeds that authority, we are not responsible for that breach of authority;
3. you agree not to hold us responsible for any loss or damage you incur as a result of us following instructions given to us by your agent;
4. the owners of the account are responsible to us for any actions of your agent, regardless of whether those actions exceed the authority given or whether the agent is formally nominated by all the owners or less than all the owners;
5. the agency will end if the owner dies **and** we get notice of that death, or if there is more than one owner, the agency will end after the death of the last owner and we get notice of that death and, in either case, once we've had reasonable opportunity to act on it;
6. the agency will end after the owner notifies us in writing to end the agency and we have had a reasonable opportunity to act on it; and
7. if you authorize any third person, such as a bookkeeping service, an employee, or agent of yours to retain possession of or prepare items, you agree to assume full responsibility for any errors or wrongdoing performed or caused by such third person or any of its agents or employees if we should pay any such item.

YOU CANNOT TRANSFER AN ACCOUNT

You may not transfer an account to someone else without our express written permission. This does not limit your right to access your account by any permissible means.

CHANGE IN AUTHORIZED SIGNERS

Any owner, including one of the owners of a joint account, may add owners or authorized signers to an account; however, we have the right to require the signature of all owners to make the change. Only under special circumstances and subject to prior approval by us may an owner remove another owner or authorized signer from an account.

No change in owners or authorized signers is effective until we have received written notice of the change and have had adequate time to approve and act on it.

ADJUSTMENTS

If we (or you, or you and us together) make an error on your account, we can fix the error without first notifying you. For example, if:

- the dollar amount of your check is paid for the incorrect amount;
- a deposit is added incorrectly;
- we apply a deposit to the wrong account;

we can fix the error without any special notice to you, though such a correction will normally appear on your statement if the error and the correction occur on different business days. We might not adjust for insignificant errors unless you request it.

LIABILITY FOR CHARGES AND OVERDRAFTS

All account owner(s) are responsible to repay to us any overdraft amount **and** any overdraft fees charged to an account, no matter which owner caused it or why. That repayment is due immediately, and we will take it from your next deposit or whenever funds become available in your account. If there is more than one owner, each owner is separately, and all owners are jointly, responsible for an overdraft and any account fees. (This means we can collect the total from any owner(s), on any of the owner(s) accounts, but we won't collect it more than once). An **overdraft** occurs if you take more money out of your account than is available to you for withdrawal, or if it is available to you but is later reversed. This can happen for example:

- by writing a check without enough money in a checking account to pay the check, and we decide to cash it;
- by making a withdrawal from your account that exceeds your available balance;
- by making a deposit, withdrawing money based on that deposit, and having that deposit reversed because the deposited item is later returned to us unpaid;
- by withdrawing money from your account and not having enough money left to pay the charges you incur; or
- when money is deposited in your account by mistake, and you withdraw money based on that deposit and the deposit is reversed.

We list the charges that you may incur on your account in separate pricing information brochures or agreements for your account. For more information on overdrafts please refer to the section titled Insufficient Funds and Overdrafts.

TRANSACTION POSTING ORDER

We reserve the right to decide the order of the items we will pay and which items will be returned (if any). Generally, we post the following three transaction types after the close of each business day in the following order:

1. Deposits we receive before the daily cut off time will be posted before any withdrawals.
2. Your non-check withdrawals will be posted in date/time order, based on the date and time associated with each transaction. A date and time (if one is available) will be assigned to each transaction based on one of the following: (1) when the transaction was preauthorized (for example a debit card or ATM transaction was approved); **or** (2) when the transaction was processed by U.S. Bank (for example an ACH, or Bill Pay transaction for which there is no pre-authorization). If a date and time is not available, these transactions are posted to your account after all transactions with a valid date and time or check number are complete, and posted to your account in order of amount, starting with the lowest transaction amount first (frequently referred to as low-to-high).
3. Your checks will be posted in check number order, starting with the lowest number. (For example: on Monday we may receive and post check # 107; on Tuesday we may receive check # 102 and # 105, and those would be posted on Tuesday in the order of lowest check number (i.e., # 102) posting first).

DEPOSITS

When you make a non-cash deposit to your account, we give you credit for that deposit, but that credit is provisional (temporary). If the deposit needs to be collected from another financial institution, we must be paid before the credit becomes final. After a credit is final it may still be reversed if the funds cannot be collected. See the sections titled **Returned Deposited and Cashed Items** and **Funds Availability**. All deposit receipts are issued subject to our count and verification of the items deposited.

Foreign Currency: If you make a deposit in the form of, or payable in a foreign currency, that deposit has to be converted (exchanged) into U.S. dollars. That takes time, there may be additional expenses, and your final credit will be adjusted to reflect the final exchange rate as well as any fees imposed by the entity that makes the conversion.

Deposits by Mail: If you make a deposit by mail, we have to receive it and have time to record it before it becomes effective. (See our **Funds Availability** section.)

Cutoff Time: A deposit made after our daily cutoff time on a business day, or on a day we are not open for all forms of business, will be considered deposited on the next full business day. (Refer to our **Funds Availability** section for cutoff time description.) The cutoff time applies to all accounts (savings, certificate of deposits, payments, etc.), not just checking accounts.

Endorsement: If you make a deposit to an account and you fail to endorse the item, we may add an endorsement on any item and you will be responsible for the item as if you endorsed it yourself.

We can refuse to accept any item for deposit for any reason, or no reason, or impose conditions on a deposit. For example, we can treat a deposit as an "inquiry" or take an item for "collection" instead of deposit.

RETURNED DEPOSITED AND CASHED ITEMS

The funds you deposit to your account are subject to normal collection processes even after we make the funds available to you for withdrawal (i.e., the check has "cleared"). If we do not collect the funds, or we need to return the funds, your deposit will be reversed and become your responsibility. **Returned items** are charged back to your account and a Return Item Advise is mailed to the primary account address.

For example:

- the deposit amount of the check is recorded incorrectly to your account. The person who wrote the check catches the error, and reports it to their bank, who in turn reports it to us. We would reverse the incorrect portion of the deposit and correct the mistake.
- a check you deposit has a forged endorsement. The person who wrote the check notices the forgery and reports it to their bank, who reports it to us. We would reverse the deposit and collection of the check would become your responsibility.
- this also applies to checks we might cash for you that you don't deposit. For example, if you bring a check to us and take cash back from a deposit, or we simply cash the check and if that check "bounces" (is returned to us unpaid), we can take the money from your account to reimburse us for the check and you will have to collect it through other channels. There will be a Returned Deposited Item or Cashed Check fee for such a transaction as well as applicable overdraft fees if sufficient funds are not in your account to cover your items.

CHECK 21

Check processing is getting faster as banks begin to process checks "electronically." We are required by law to provide the notice in the following section ("SUBSTITUTE CHECKS AND YOUR RIGHTS"), which explains the differences between your original check (which might not be returned) and a substitute check, and your rights in the event the substitute check causes a loss that would have been avoided if the original check was still available.

SUBSTITUTE CHECKS AND YOUR RIGHTS

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks". These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of the substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use the substitute check as proof of payment just like the original check.

Some or all of the checks that are returned to you from us may be substitute checks. This notice describes your rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks, photocopies of original checks, or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, overdraft fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest, if your account earns interest) within ten business days after we received your claim and the remainder of your refund (plus interest, if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please call U.S. Bank 24-Hour Banking (see last page for phone numbers) or write to us at **U.S. Bank, 60 Livingston Ave, EP-MN-WS5D, St. Paul, MN 55107**. You must contact us

within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

1. a description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
2. an estimate of the amount of your loss;
3. an explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
4. a copy of the substitute check or identifying information such as the check number and the name of the person to whom you wrote the check.

COPIES OF DOCUMENTS

We do not typically keep the original paper documents (like deposit slips) associated with your account for a long time. We make copies of most of the documents that end up with us and destroy the paper originals. Electronic images is one type of media that is used, but as technology changes, there are and will be other copying techniques. You agree that such copies will be sufficient for all purposes.

See the section titled **CHECK 21**. To facilitate check imaging and electronic check collection, it is important that you take care with the transactions you create on paper. When completing a check, you must:

1. write clearly;
2. use black or dark blue ink in the date, pay to, amount, and signature fields; and
3. use only the space provided for your part of a transaction. (See the section on **ENDORSEMENT STANDARDS**.)

You agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check, whether due to your failure to follow these guidelines or otherwise. You also agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check that you accepted and deposited as the payee.

NIGHT DEPOSITORY

If you arrange for night depository services, you must comply with the following two rules and also comply with the rules in any separate night depository agreement.

1. **Use of Containers.** Each deposit placed in the depository must be contained in a sealed envelope, or in a bag or pouch that has been approved or supplied by us. Deposits are only processed to accounts held at U.S. Bank.
2. **Care.** You must take appropriate care when you put the container in our night depository or other facility to make sure the container is received by us. Our responsibility for the security of the container and the drawer or facility is to use reasonable care. This means we are not automatically liable for just any loss, only for losses that result from our own negligence, only to the extent we caused a loss, and reduced by your contribution to any loss. In legal terms, we are a “bailee” until the point:
 - when we open the container and inventory its contents (if that is what we are asked to do); or
 - until you sign the receipt for or take custody of the container (if we do not open the container).

CHECKS

Post-Dated Checks. We are not responsible to you if we pay a check before its date, even if we have noticed that it is post-dated. If we, at our option, refuse to pay a check because it is presented before its date, you will have to pay, if applicable, the fee we charge for an overdraft. If you want to be sure we do not cash it before its date, you must stop its payment by following our rules for stop payments in the **STOP PAYMENTS** section of this Agreement and follow our procedures for revoking a stop payment request.

Stale-Dated Checks. A “stale-dated” check is one that is brought to us for payment more than six months after its date. We may pay, or refuse to pay, a check brought to us (“presented”) more than six months after its date. (The general rule is we will pay the check or may return the check for insufficient funds.) In addition, the check would be subject to an overdraft. If you do not want us to pay a stale-dated check, you must place a stop payment order on the check.

Check Legends. We are not required to honor any legends or memos you put on your checks, even if we are aware of them. By a “legend” or “memo” we mean a message, such as “not valid for more than \$50” or “do not pay more than ten days after date” or “paid in full”.

Check Forms. Checks are sorted and copied by high speed equipment. If you don’t buy your checks through us, you must get them approved by us or we will not be responsible if your checks do not process correctly. See the section titled **COPIES OF DOCUMENTS** for additional information on inks and related issues.

Deposits of Checks at ATMs

We reserve the right to refuse to credit your account for ATM deposits of the following items. If an item is refused it may be returned via mail to the primary account address.

1. For items greater than \$2,500, not endorsed by payee (if single payee) or by all payees (if more than one payee);
2. Improperly endorsed (e.g., different endorser than payee);
3. Restrictive wording (on the deposited item);
4. Post dated (greater than one day after the ATM network business day);
5. No date or incomplete date;
6. Altered in any way;
7. Photocopy of item;
8. Not signed by maker;
9. Traveler’s check with different counter signature;
10. Drawn on a foreign bank (other than Canada);
11. Missing the numeric amount and/or the written amount;
12. Numeric amount and written amount do not match;
13. No payee listed;
14. Federal tax refund checks not endorsed by payee or payees; and
15. Any other instrument which is not a check or negotiable instrument.

ENDORSEMENT STANDARDS

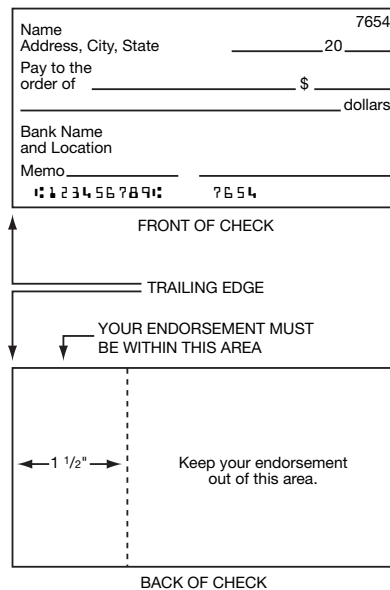
The payee of a check (the person to whom a check is payable) must sign (endorse) the check on the back in the space shown in the picture. If a check is transferred to someone else before it gets deposited or cashed, that person (the transferee) may also be required to sign the check.

Every bank that handles a check on its way to the bank that is asked to pay it also has to identify itself on the back of the check. The space for those banks is to the right of the space shown for the payee and other “holders” (see picture below).

When you endorse a check, you must:

1. clearly sign your name;
2. use black or dark blue ink if possible;
3. never use a faint color, like red, pink or any pastel, or a gel ink (these do not copy well);
4. sign near the top of the space provided, or just below any other signature in that space;
5. stay out of the area below the space for endorser (most check forms have a line separating the endorsement area); and
6. keep any stamp within the area set aside for handwritten signatures.

The picture on this page shows you the correct endorsement area.



Why is this important?

If your endorsement of a check, or the endorsement of someone from whom you took the check, either:

1. causes a delay in a necessary notice to someone else, or
2. prevents someone from being identified quickly enough (and therefore cannot get notice or cannot get it in time)

you will be responsible for the check and the loss that occurs because it is not paid. It will then be up to you to try and recover from someone else who might be liable.

INSUFFICIENT FUNDS AND OVERDRAFTS

“Insufficient funds” means you don’t have enough available funds in your account to pay the withdrawals you are attempting from that account.

Having insufficient funds in your account could lead to returned items, which refers to any withdrawal or transfer that we return because it exceeds your available balance on a given day. Examples of these withdrawals may include any of the following:

- check,
- pre-authorized withdrawal,
- Online bill payment,
- ATM cash withdrawal or ATM card purchase,
- debit card purchase,
- Online banking transfer,
- telephone transfer, or
- any other debit from your account where we return it because it is for more than the available funds you have in your account at the time the transaction is posted to your account.

“Overdraft” means a transaction has caused the available balance on an account to become a negative number. An overdraft can happen, for example,

- by writing a check without enough money in a checking account to pay the check, and we pay the item;
- by making a withdrawal from your account that exceeds your available balance;
- by making a deposit, withdrawing money based on the credit received from that deposit, and then having that deposit reversed because the deposited item is later returned to us unpaid;
- by withdrawing money from your account and not having enough money left to pay any related charges posted to the account; or
- when funds are credited to your account in error and you use the funds, and the reversal of the credit results in an overdraft.

Our Options: You do not have the right to withdraw funds that exceed the available balance on your account. When an item of yours overdraws an account, we can either pay or return the item. You have no right to choose which items we pay or return.

If we get a **batch, or multiple batches**, of such items in a day (for example, checks, ATM purchase transactions, and debit card purchase transactions typically come in batches), and if one, some or all of them would overdraw the account if paid, we will post items in accordance with the **“Transaction Posting Order”** section listed within this Agreement. This may result in processing larger dollar items before smaller dollar items, even though this would have the effect of reducing your available balance more quickly.

Our Fees: We charge an Overdraft Returned Fee for each withdrawal (e.g., in-person, ATM, automatic payment, or other paper or electronic withdrawal transaction) we return because it exceeds your available balance on a given day. An Overdraft Paid Fee is assessed for each item or transaction we pay that causes the available balance to become negative or occurs while the available balance is negative on the checking account. We may charge you an extended overdraft fee if your account remains negative for an extended period of time. See the current pricing information brochure for information on fees and how fees will be assessed. If you want to avoid the inconvenience and extra expense of overdraft fees, refer to the section titled Overdraft Protection Plans on the following page for information.

Your responsibilities for overdrafts: If you have an overdraft on your account, you must deposit enough money into your account to pay both the overdraft amount and the fees we charge, and you must do so immediately. If you share ownership of your account with someone else, you are responsible to us for the overdraft, whether or not you personally caused the overdraft or benefited from it. **RETURN ALL OPTION:** You have the option to direct us to not authorize and/or return all overdraft items, but you may still be charged an Overdraft Returned Fee for returned items. You may also be charged fees by the merchant or service provider. If you wish to request that all overdraft items be returned, contact a local U.S. Bank branch or call U.S. Bank 24-Hour Banking (see last page for phone numbers). Please be aware it may take up to five business days to implement your request.

ATM and Debit Card Overdraft Coverage: Certain accounts are subject to a consumer’s election/choice to **opt-in** to receive ATM and Debit Card Overdraft Coverage. These accounts include most consumer checking and money market accounts. Ask your U.S. Bank representative for details about account eligibility. Upon account opening you will receive a notice advising you of your choice to **authorize (“opt-in”)** U.S. Bank to authorize and pay ATM and everyday (non-recurring) debit card (sometimes referred to as a check card) transactions that may cause your account’s available balance to become negative. If you do not opt-in, we will not authorize payment of an ATM or everyday (non-recurring) debit card transaction that could result in an overdraft status. **In limited circumstances, your ATM or every day debit card transaction may be processed and your account results in a negative available balance, even if you have not opted-in to overdraft coverage for these transactions.** These situations may include, but are not limited to, debit card transactions that post that are processed by the merchant when the merchant does not first obtain an authorization from U.S. Bank. If this situation occurs, you will not be charged an Overdraft Paid Fee for paying the transaction if you have **not** elected to Opt-In to ATM and Debit Card Overdraft Coverage. **If you wish to change your account election, contact a local U.S. Bank branch or call U.S. Bank 24-Hour Banking or visit usbank.com. Please be aware it may take up to five business days to implement your request.**

Other sections: While many other sections of this booklet relate to these issues, these sections are particularly appropriate:

- Setoff (page 15)

- Security Interest in Accounts (page 15)
- Funds Availability: Your Ability to Withdraw Funds - All Accounts (page 16)
- Electronic Banking Agreement for Consumer Customers (page 18)
- Limits on Transfers (page 18)
- Electronic Banking Agreement for Business Customers (page 21)
- U.S. Bank Consumer Reserve Line Agreement (page 27)

OVERDRAFT PROTECTION PLANS

Consumer Overdraft Protection

U.S. Bank offers Overdraft Protection Plans to help you avoid the inconvenience of having a check returned, and/or a debit card purchase rejected, resulting in the expense of overdraft fees. These Overdraft Protection Plans allow an eligible account to be linked to a U.S. Bank Personal Checking Account(s) ("checking account(s)") to cover overdraft situations when the available balance is insufficient to cover checks presented for payment **and/or** available balance has been reduced due to pending authorized debit card transactions, as specified in subsection "Debit Card Transactions".

U.S. Bank lets you choose which eligible accounts are linked to your checking account for Overdraft Protection, and the order in which those accounts are accessed to transfer funds to your checking account.

You can choose to link up to three eligible U.S. Bank accounts to your checking account for Overdraft Protection. Owner(s) who are signers on the checking account must also be signers on the account(s) linked for Overdraft Protection.

Eligible accounts include:

- U.S. Bank savings account
- U.S. Bank Reserve Line
- U.S. Bank Credit Card
- A secondary U.S. Bank personal checking account
- U.S. Bank Premier Line
- U.S. Bank Home Equity Line of Credit
- Other U.S. Bank Lines of Credit

If you have linked eligible accounts, and the negative available balance in your checking account is \$5.01 or more, the advance amount will transfer in multiples of \$50. If, however, the negative available balance is \$5 or less, the amount advanced will be a maximum of \$5 **and** the Bank's fee will be waived.

If the account linked for Overdraft Protection does not have enough funds to cover the overdrawn amount, the remaining available balance will be transferred to reduce the overdrawn amount.

If there is more than one account linked for Overdraft Protection and the available balance of the first linked account is not enough to cover the overdrawn balance, the next linked account will transfer funds in multiples of \$50 to cover the remaining overdrawn balance.

For each day an Overdraft Protection transfer occurs, a Bank fee (refer to the *Consumer Pricing Information* brochure – Overdraft Protection Transfer Fee for fee amount) will be charged to the checking account that received the transfer. While no fee will be charged to your U.S. Bank savings account or secondary checking account, U.S. Bank Reserve Line, U.S. Bank Credit Card, U.S. Bank Premier Line, or U.S. Bank Home Equity Line of Credit, for any automated advance to cover an overdraft to your associated deposit account, you will incur an interest charge according to the terms of your agreement governing your credit account. Please refer to your U.S. Bank Reserve Line, U.S. Bank Credit Card, U.S. Bank Premier Line or U.S. Bank Home Equity Line of Credit for information regarding interest charges.

When the Bank accesses funds from an eligible savings account(s), these types of transfers are also subject to transaction limitations and the fee noted in the *Consumer Pricing Information* brochure regarding Federal Regulation D governing savings and money market transaction limitations and also noted in subsection "Savings Accounts".

When the Bank accesses funds from an eligible line of credit or credit card, these types of transfers may be subject to additional charges such as annual fees. In addition, you may be subject to interest that will accrue on the amounts advanced in accordance with your line of credit or cardmember agreement.

Small Business Overdraft Protection

U.S. Bank offers Overdraft Protection Plans to help you avoid the inconvenience of having a check returned, and/or a debit card purchase rejected, resulting in the expense of overdraft fees. These Overdraft Protection Plans allow an eligible account to be linked to a U.S. Bank Business Checking Account(s) ("checking account(s)") to cover overdraft situations when the available balance is insufficient to cover checks presented for payment and/or available balance has been reduced due to pending authorized debit card transactions, as specified in subsection "Debit Card Transactions".

U.S. Bank lets you choose which eligible accounts are linked to your checking account for overdraft protection. Only one deposit product and one credit product may link to a business checking account. If the checking account has both a credit product and a deposit product linked as overdraft protection, the system will always advance first from the credit product. Funds only draw from the deposit product if the credit product has insufficient available funds.

The name of the business on the business checking account must match the name of the business on the business credit overdraft protection plan account. The name(s) of the account signer(s) on the business checking account may also be required to match the account signer(s) on the business overdraft protection plan account.

Eligible accounts include:

- U.S. Bank Business Reserve Line
- U.S. Bank Business savings or money market account
- A secondary U.S. Bank business checking account
- U.S. Bank Business Credit Card
- U.S. Bank Cash Flow Manager

Or Advantage Line

If you have a U.S. Bank Business Reserve Line linked as overdraft protection, any automatic advances will be in \$200 increments made to cover the overdraft. If you have a U.S. Bank Cash Flow Manager linked as overdraft protection, any automatic advances will be in \$100 increments made to cover the overdraft. While no overdraft protection transfer fee is charged for the Business Reserve Line and Cash Flow Manager accounts, for any automated advance to cover an overdraft to your associated deposit account, you will incur an interest charge according to the terms of your agreement governing your credit account. Please refer to your U.S. Bank Business Reserve Line or U.S. Bank Cash Flow Manager agreement for information regarding interest charges.

If you have a U.S. Bank Business Credit Card linked as overdraft protection, any automatic advances will be in \$25 increments made to cover the overdraft. Advances on a U.S. Bank Business Credit Card overdraft protection plan account are subject to the standard cash advance interest rate, as well as the current cash advance fee. Please refer to your cardmember agreement for information regarding charges and fees.

If you have a U.S. Bank business savings, money market account, or secondary U.S. Bank business checking account linked as Overdraft Protection, any automatic advances will be in \$200 increments made to cover the overdraft. Each time overdraft protection plan funds transfer to the checking account, an overdraft protection plan transfer fee (per item paid) applies. The transfer fee amount posts as a separate transaction to the checking account. Refer to the *Business Pricing Information* brochure for current fees.

When the Bank accesses funds from an eligible savings or money market account, these types of transfers are also subject to transaction limitations and the fee(s) noted in the *Business Pricing Information* brochure regarding Federal Regulation D governing savings and money market transaction limitations and also noted in subsection "Savings Accounts". When the Bank accesses funds from an eligible line of credit or credit card, these types of transfers may be subject to additional charges such as annual fees. In addition, you may be subject to interest that will accrue on the amounts advanced in accordance with your line of credit or cardmember agreement.

Business Overdraft Protection Agreements

U.S. Bank also offers certain business customers overdraft protection through separate written agreement. The terms of such agreement shall govern those business overdraft protection plans.

REFUSING PAYMENT ON YOUR CHECKS

You must fill in an amount (in words and numbers) correctly and clearly, and sign your name on checks you write. You should fill in the date and name a payee on your checks. If you don't name a payee, anyone can cash the check. If you fail to follow these rules, we may refuse to honor your checks.

When a check you write is presented to us by another bank for payment, we will generally accept the endorsements on the check, but if an endorsement is missing or forged, we have rights against the other bank that protect us. When a check of yours comes to us *other than through another bank*, we might not cash it if we are not comfortable with the endorsements on it or the identity of the person who presents it. This is especially true with an endorsement in the name of a business entity.

We may require anyone who presents a check for payment in person (other than an account owner presenting a check on his or her own account) to:

- pay a fee to cash the check if applicable; and
- give a fingerprint or thumbprint, and identification, as a condition of cashing a check.

If the presenter of the check refuses to comply with these requirements, or complies but later asserts that these requirements infringed on their legal rights, you understand and agree that imposing these requirements will not be considered a “wrongful dishonor” of your checks.

FUNDS TRANSFERS

Unless we have entered into a specific written agreement with you that provides otherwise, payment orders you give to us for the transfer of funds out of the account by wire transfer or otherwise, and payment orders we receive for the transfer of funds into the account, will be governed by this paragraph. In addition your rights and obligations with respect to a payment order, and our rights and obligations, will be governed by (a) any separate written agreement with us; then (b) this section; and then, to the extent not specified in a separate written agreement or this Agreement; (c) by Article 4A of the Uniform Commercial Code (“UCC4A”) as enacted in the state in which you have your account with us.

We reserve the right to refuse to accept any payment order. Payment orders are accepted when they are executed by us. We may process any payment order request (as well as any amendment or cancellation request concerning a payment order) that we believe is transmitted or authorized by you if we act in compliance with a security procedure agreed upon by you and us. Such payment orders will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such orders, even though they are not transmitted or authorized by you. Unless we agree on another security procedure, you agree that we may confirm the authenticity and content of a payment order (among other ways) by placing a telephone call to you. If we cannot reach you, or if the payment order is not confirmed or approved in the manner we require, we may refuse to execute the payment order.

YOU AGREE THAT IF A PAYMENT ORDER OR CANCELLATION THEREOF IDENTIFIES THE BENEFICIARY BY BOTH NAME AND AN IDENTIFYING NUMBER, AND THE NAME AND NUMBER IDENTIFY DIFFERENT PERSONS OR ACCOUNT HOLDERS, EXECUTION AND PAYMENT TO THE BENEFICIARY OR CANCELLATION MAY BE MADE SOLELY ON THE BASIS OF THE IDENTIFYING NUMBER. YOU ALSO AGREE THAT IF A PAYMENT ORDER IDENTIFIES AN INTERMEDIARY BANK OR THE BENEFICIARY’S BANK BY BOTH NAME AND AN IDENTIFYING NUMBER AND THE NAME AND NUMBER IDENTIFY DIFFERENT PERSONS, EXECUTION OF THE PAYMENT ORDER BY ANY BANK MAY BE MADE SOLELY ON THE BASIS OF THE IDENTIFYING NUMBER.

If we receive a funds transfer into any account you have with us, we are not required to give you any notice of the receipt of the funds transfer. The funds transfer will appear on your next periodic statement. To confirm the completion of funds transfers, please contact U.S. Bank 24-Hour Banking or visit our Online Banking site at usbank.com. Prior to the acceptance of an outgoing payment order, the outgoing payment order may be cancelled, but may not be amended or modified, if the beneficiary’s bank is located within the United States of America and the outgoing payment order is to be paid in U.S. dollars. Other outgoing payment orders may not be cancelled, amended or modified. We must receive your cancellation in a reasonable time prior to the time we execute the outgoing payment order. Payment orders sent by Fedwire will be subject to the Federal Reserve’s Regulation J, and payment orders sent via other payment systems will be subject to the rules of those systems. You agree that we may record all telephone conversations and data transmissions received from, made for or made on behalf of you pursuant to or in connection with a payment order.

YOU AGREE THAT IF A PAYMENT ORDER, OR ANY CANCELLATION OR AUTHORIZATION RELATING THERETO, BUT FOR THE APPLICABILITY OF THE ELECTRONIC FUND TRANSFERS ACT OF 1978 (AS IN EFFECT FROM TIME TO TIME), CONSTITUTES A PORTION OF A FUNDS TRANSFER AS DEFINED IN UCC4A, ALL ACTIONS AND DISPUTES CONCERNING SUCH PAYMENT ORDER, CANCELLATION OR AUTHORIZATION SHALL BE DETERMINED PURSUANT TO UCC4A AND THIS AGREEMENT TO THE FULL EXTENT PERMITTED BY LAW. If an outgoing payment order in a foreign currency cannot be completed, the exchange rate that will apply to any refund due you will be the exchange rate in effect at the time on the day the refund is made. Additional fees may be deducted from a payment order amount by other banks involved in the funds transfer process.

We may route payment at our own discretion for each outgoing wire transfer. A wire transfer is irrevocable once payment has been transmitted to the beneficiary’s bank. At your request, we may request that the beneficiary’s bank return funds previously transferred. However, you acknowledge that the beneficiary’s bank is under no obligation to comply with this request.

WITHDRAWAL RIGHTS, OWNERSHIP OF ACCOUNT, AND BENEFICIARY DESIGNATION

The following rules govern the ownership and withdrawal rights of deposit accounts with the various titles given to them.

There are two primary issues that these rules control. The first is “withdrawal rights” and the second is “ownership.”

By “withdrawal rights” we mean who has access to the funds in the account for all purposes. These withdrawal rights will control, for example, whose instructions we must follow, whose checks we must pay, and whose withdrawal requests we must honor. These withdrawal rights do not control who actually owns the funds, as between multiple parties to an account.

By “ownership” we generally mean who owns the funds in the account. In particular, by selecting a particular ownership, you are expressing your intention of how and to whom your interest in the funds in the account should pass in the event of your death.

If you create a type of account, you retain the right to change or close the account to the extent of the withdrawal rights you retain in your own name.

We make no representations as to the appropriateness or effectiveness of any particular ownership or beneficiary designations. Our only responsibility is to permit access to the account as provided by the withdrawal rights. You must consult with your own attorney or financial advisor as to whether and how to effect any change in actual ownership of funds in the account.

Individual Account. This is an account in the name of one person. Such an account is also referred to as a “single ownership” account.

Withdrawal Rights. The holder of such an account is the only person who has the right to withdraw from the account, unless we permit the holder to designate an agent or attorney-in-fact to the account.

Ownership. The holder of such an account is presumed to be the owner. Holding such an account, by itself, creates no additional ownership rights nor survivorship rights (nor does such type of ownership create or extinguish any community property rights). In almost all instances this type of account will pass, on the death of the owner, through the estate of the owner. (You must consult your own estate planner to be sure.)

Agents and “Attorneys-in-Fact.” The owner of this type of account can nominate an authorized signer or attorney-in-fact.

Joint Account - With Survivorship. This is an account in the names of two or more natural persons, with the following features:

Withdrawal Rights. Each joint tenant has complete and separate access to the funds and withdrawal rights, and each authorizes the other(s) to endorse for deposit any item payable to the joint tenant. Upon the death of any joint tenant, any surviving joint tenant will have complete withdrawal rights to the balance of the account. If there is more than one surviving joint tenant, such survivors remain as joint tenants with right of survivorship with the same withdrawal rights provided in this section.

Each joint tenant reserves the right to change the ownership of the account to the extent of that owner’s withdrawal rights.

Ownership. Each joint tenant is presumed to “own” the funds in proportion to that person’s net contribution to the account. Each joint tenant intends upon his or her death that the funds owned by such person will be owned by the survivor. If there is more than one survivor, the “ownership” of the decedent’s funds will be shared equally with such survivors.

Other Titles. In some states, it is advisable to add either “not as tenancy in common” or “not as a tenancy by the entirety” or both to insure the intention described above.

Agents and “Attorneys-in-Fact.” Any joint tenant can nominate an authorized signer or attorney-in-fact who can hold all the same withdrawal and deposit rights as the authorizing owner, except the authorized signer or attorney-in-fact will not be an owner (a joint tenant).

Joint Account with Survivorship - Arizona. A Joint Account with Survivorship in Arizona has a unique feature that will change the “ownership” rights on the death of one of the joint owners if there is more than one surviving joint tenant and one of the surviving joint tenants is the surviving spouse of the deceased joint tenant.

Withdrawal Rights. This rule will not change the withdrawal rights to the account on the death of a joint tenant; it only affects the actual ownership of the account balance, which will only affect the survivors, and will not affect our responsibilities under the account.

Ownership. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party,

immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

Tenancy in Common Accounts. A Tenancy in Common account is another form of joint account without the survivorship feature. A Tenancy in Common account is also in the name of two or more individual owners.

Withdrawal Rights. Each joint tenant has complete and separate access to the funds and withdrawal rights, and each authorizes the other(s) to endorse for deposit any item payable to the joint tenant. Until we receive notice of the death of any joint tenant, any tenant in common will have complete withdrawal rights to the entire account balance.

If more than one tenant in common survives the death of another tenant in common, such survivors remain as tenants in common between them.

Each tenant in common reserves the right to change the ownership of the account to the extent of that owner's withdrawal rights.

Ownership. Each tenant in common is presumed to "own" the funds in proportion to that person's net contribution to the account. However, because of the extreme difficulty in determining such proportions over time, you agree that upon the death of one tenant in common, the balance in the account at the time immediately before the death of the tenant in common will be deemed to be owned in equal shares between all tenants in common. After death and our receipt of notice of such death, the decedent's share will be set aside for the estate of the decedent, and the survivor's share in the account balance will be at the disposal of the surviving tenant in common.

Other Titles. In some states this account is referred to as Joint Tenancy WITHOUT Right of Survivorship.

Agents and "Attorneys-in-Fact." Any tenant in common can nominate an authorized signer or attorney-in-fact who can hold all the same withdrawal and deposit rights as the authorizing owner, except the authorized signer or attorney-in-fact will not be an owner (a tenant in common).

Marital Account (Wisconsin). This account is an account established by two persons in Wisconsin who claim to be husband and wife. This account is, for such persons, the same as the Tenancy in Common account described above.

Marital Account with P.O.D. Beneficiaries (Wisconsin). This account is, first, the same as a Wisconsin Marital Account (which is, in turn, the same as a Tenancy in Common account described above).

Withdrawal Rights. During the lives of both parties to the marriage, the withdrawal rights will be the same as for the Marital Account. The beneficiaries have no withdrawal rights until the death of one of the marriage partners.

Ownership. Upon the death of one of the spouses, the surviving spouse owns 50% of the funds on deposit, and the P.O.D. beneficiary named by the deceased party (if that beneficiary is then surviving) owns the other 50%. Each spouse can name his or her own beneficiary.

If there is more than one beneficiary who is named by a party who survives, the shares of those beneficiaries will be equal.

On the death of one of the marriage partners, the account will have to be retitled and beneficiary shares will have to be redeposited or withdrawn.

Pay-on-Death Account. This is an account where one or more persons create the account and name one or more living persons as beneficiaries. Frequently the account title is A.B. Pay-on-Death to C.D. beneficiary.

Withdrawal Rights. The person who creates this type of account retains complete withdrawal rights in such an account during his or her lifetime and for his or her own benefit. The named beneficiary has no withdrawal rights to the account during the lifetime of the creator of the account. The owner can change or close the account, and change beneficiaries at any time.

On the death of the creator of the account, the beneficiary (on proof of death of the creator and proof of the identity as the named beneficiary), can withdraw the entire account balance. If there is more than one beneficiary who is named and survives the creator, the surviving beneficiaries acquire and can withdraw an equal share with the other surviving beneficiaries, without survivorship rights between beneficiaries. If a beneficiary dies before the creator, neither the beneficiary's estate nor heirs acquire anything on the death of the owner.

If more than one person creates such an account, then such creators have complete and separate withdrawal rights between them during their joint lives, and the survivor of them will have complete withdrawal rights upon the death of the other creator. Named beneficiaries can withdraw a share of the account balance only upon the death of the last creator and only if such beneficiaries are then alive (and upon proof of the deaths of the creators and their own identity as the named beneficiaries). In effect, if more than one person creates this type of account, with one or more beneficiaries, the account has first all the incidents of a "Joint Account with Survivorship" and only after there is but one joint tenant does the account have the incidents of a "Pay-on-Death" account.

Ownership. The creator of this type of account is presumed to own the funds during his or her lifetime and intends that ownership to pass to the beneficiary only upon his or her death and only if the named beneficiary survives him or her. If there is more than one creator, the ownership between such creators is the same as that between joint tenants with right of survivorship, with the same incidents upon the death of a joint tenant.

If there is more than one beneficiary who is named and survives the creator(s), the creators intend his, her or their ownership rights to pass to the then surviving beneficiaries in equal shares, with no survivorship rights between them.

Other Titles. This type of account has other names such as "Tentative Trust," "Totten Trust," "In Trust For" and "Revocable Trust." In states where one of these trust accounts is recognized, the creators of such accounts will be referred to as a "settlor" or "grantor." Nevertheless, all the incidents of such an account, the rights of the grantor(s) and beneficiaries are exactly the same as described for "Pay-on-Death" accounts above. Only the names have been changed.

Revocable Trust or Pay-on-Death Account (not subject to the Nonprobate Transfers Law of Missouri)

In Missouri, a Revocable Trust or Pay-on-Death account may include an appendage to its title "not subject to the Nonprobate Transfers Law of Missouri." This appendage does not change the features of the account as described above for Pay-on-Death accounts.

Registration in Beneficiary Form - Missouri

Adding the acronym **LDPS** (which stands for lineal descendants, per stirpes) to a Revocable Trust or Pay-on-Death account in Missouri, changes the rights of beneficiaries of such accounts. LDPS designation means that if a named beneficiary of such an account dies before the account owner, then the unnamed lineal descendants of that deceased beneficiary will acquire the share of the deceased beneficiary on the death of the owner per stirpes.

UTMA (Uniform Transfers to Minors Act) Account

This is an account in the name of an adult custodian (or possibly a corporate custodian) for the benefit of a person who is a minor at the time the account is created.

Withdrawal Rights. During the minority of the child (as defined under applicable UTMA laws), the custodian has all withdrawal rights, but is required by law to exercise those rights solely for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian are for the child's benefit.

The custodian is required to turn over the account balance when the child reaches the age of majority. The custodian authorizes us, at our discretion, to exercise the custodian's duty to transfer funds to the child at the child's request upon reaching the age of majority.

Ownership. The child/beneficiary is at all times the owner of the funds in the account.

UGMA (Uniform Gifts to Minors Act) Account

A few states have not adopted the Uniform Transfers to Minors Act. These few states have, for our purposes, an equivalent statute known as the Uniform Gifts to Minors Act, which has the same incidents as those described above for the UTMA account.

Fiduciary Account

A fiduciary account is an account opened by or taken over by an executor, administrator, personal representative, guardian, conservator, trustee, or other fiduciary in such capacity. Any fiduciary named as a signer on a fiduciary account shall be solely responsible for acting in accordance with the terms of the applicable laws, will, court order or trust instrument establishing and covering the fiduciary relationship, and we are not responsible for examining, or insuring compliance with the provisions of any such law or instrument.

Corporate, Partnership, Limited Liability Company and other Organizational Accounts

These are accounts opened by any business organization or association. We reserve the right to require the account holder(s) to furnish us with such resolutions, agreements or documents as we may reasonably request to evidence the authority of individuals to act on behalf of the account holder(s). We will honor such an authorization until we receive written notice of change from the governing body of the organization. It is mutually agreed that the power and authority of each person named as authorized to take action with respect to the account shall continue in full force and effect until we receive actual written notice of revocation, whether the same be brought about by dissolution of the account holder or otherwise.

PLEDGES AND SECURITY INTERESTS IN FAVOR OF OTHERS

You cannot give a security interest or pledge your account to someone other than us without first getting our express written consent. We are not required to give consent to a security interest or pledge to someone else.

Unless we agree in a separate writing otherwise a security interest or pledge to someone else must be satisfied or released before any right to withdraw from the account can be exercised, including any right that arises by surviving the death of an owner (for example, a surviving joint tenant or beneficiary of a pay-on-death account).

ACCRUAL OF INTEREST

We will begin to accrue interest on deposits drawn from other banks at the time we get credit for the deposit in the collection process, which is not necessarily the same time as the time we make funds available for withdrawal.

If your account (for example a savings account) earns a variable rate of interest, we can change that rate at any time without notice to you, except as specifically provided in writing in the account disclosure or agreement.

You can find out our current rates on accounts that earn interest in our branches, from U.S. Bank 24-Hour Banking, or at usbank.com. The telephone number is at the end of this booklet.

STOP PAYMENTS

Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts drawn on your account. Rules for stopping payment on other types of transfers of funds, such as consumer electronic fund transfers, are covered elsewhere in the **Electronic Banking Agreement For Consumer Customers** section.

Here is what you must do to stop a payment:

ACH Check Conversion

An ACH Check Conversion is a transaction that starts as a paper check that you give to a merchant. The merchant converts the check, using the information on the paper, to send an electronic message to a bank to immediately take the money from your account. The merchant is required to post a notice about ACH Check Conversion in a prominent and conspicuous location at the time of the transaction. You can stop payment on an ACH Check Conversion only if it has not yet been presented by the merchant.

Electronic Fund Transfers

You can stop payment of certain types of electronic transactions. Please refer to the Electronic Banking Agreement section for details.

Checks and drafts

If you want to stop payment of a check, you must stop by a U.S. Bank branch or call U.S. Bank 24-Hour Banking (see last page for phone numbers). Writing to us will take too much time and we will not have time to act on your request before the check is paid. We will need the following information:

1. the account number the check is written on;
2. the check number;
3. the dollar amount;
4. the date; and
5. the name of the person you wanted to pay.

This information must be exact and correct. If it is not, we will not be responsible if the item is paid.

Who can stop a payment and for how long?

1. Any owner can stop payment of any check on the account whether that owner wrote the check or not (and assuming the item can still be stopped).
2. A stop payment order is effective for twenty-four months or longer, as determined at the time the stop payment order is placed. You must renew it prior to the expiration of the stop payment effective period or the item could get paid. We will not notify you when the stop payment effective period ends. Fees may be assessed for placing a stop payment order.
3. Only the owner who made the stop payment order can release it.
4. You must give us sufficient notice so that we have a reasonable period of time to act upon your request and verify that the item has not been paid.

Effect of a stop payment

When you stop payment of a check, you may still be obligated to the payee, and the payee may still have the right to collect on the check or the underlying transaction. If we have to defend ourselves for letting you stop payment on a check, you have to protect us by paying our expenses, including our reasonable attorney's fees.

What if we don't stop payment?

We cannot stop payment of a check that has already been paid.

If you ask us to stop payment of a check and we pay it anyway, we gain whatever rights the payee has against you. This means, if the check should have been paid, or the payee has the right to collect from you anyway, we can collect from you. Therefore, if we pay an item that should have been stopped, before we recredit your account, you will have to prove to us that by our payment you have suffered a loss and the cause is our failure to stop the payment.

What kinds of checks does this NOT apply to?

This section does not apply to items not drawn on your account, such as teller's checks, official (cashier's) checks, and accepted checks (e.g., certified checks). We have no responsibility to honor your request to stop payment of items not drawn on your account. If we agree to stop payment on these items, we may require you to provide us with additional security (for example, a bond or collateral) and you agree to indemnify us for any damages and costs we incur as a result of stopping payment of such items.

Fee

To stop a payment you must pay our fee, the amount of which is disclosed in the pricing information brochure or agreement for your account.

DORMANT ACCOUNTS AND ESCHEAT

A **dormant account** is an account that has been inactive. Generally, subject to state law, "inactive" means there has been no deposit, withdrawal or other communication from you about the account for the period of time as follows:

1. after 11 months for a checking account;
2. after 23 months for a savings account including those that offer limited (no more than six per month) check writing options.

For security reasons, we may refuse a withdrawal or transfer from an account we internally classify as inactive if we cannot reach you in a timely fashion to confirm the transaction's authorization.

We charge a dormant account fee. The amount and frequency is disclosed in our pricing information brochure.

If your account has a zero balance, we reserve the right to close it. Any accounts linked as overdraft protection will be de-linked as part of the closure process. Refer to **CLOSING YOUR ACCOUNT** for additional information.

Escheat is the term that is used to describe the process of transferring an account balance to the state government after an account has been dormant for a long time and if our attempts to find you fail.

The time period after which funds must escheat to the state varies from state to state. Once the funds are transferred to the state, you may be able to recover the funds from the state itself, but not from us.

We may charge a fee to transfer to the state.

CONSUMER ELECTRONIC CHECK REPRESENTMENT

If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, the depositor of the check or the depositor's bank may resend ("represent") the check to us electronically. That is, the depositor or the depositor's bank may send us an electronic instruction ("electronic represented check") to charge your account in the amount of the check.

Our Handling of Electronic Represented Checks. If we receive an electronic represented check from the depositor or the depositor's bank, we will pay or return the electronic represented check as if the original paper check were being represented to us. The section titled "**Electronic Fund Transfers**" will not apply to any electronic represented check.

Ineligible or Unauthorized Electronic Represented Checks. For an electronic represented check to be charged to your account, all of the following must be true:

- the electronic represented check must relate to a paper check drawn on a personal account that we returned unpaid because of insufficient or uncollected funds;
- the paper check must not have contained an unauthorized signature or an alteration and must not have been a counterfeit;
- you must not have placed a stop payment on the paper check after we returned it unpaid but before it was collected electronically;

- the paper check must have been less than \$2500 in amount;
- the paper check must have been dated 180 days or less before the date on which the electronic represented check is sent to us;
- the electronic represented check must be for the face amount of the paper check only and may not include any collection fee charged by the depositor, the depositor's bank, or a collection agency;
- the payee of the paper check must have given you notice that, if we returned the paper check unpaid because of insufficient or uncollected funds, the fee could be collected electronically; and
- the electronic represented check must have been sent to us no more than twice after the first time we returned the paper check, or no more than once after the second time we returned the paper check.

You may have the right to reverse any ineligible or unauthorized electronic represented check that we charged to your account. If you want to reverse an electronic represented check because you placed a stop payment on the paper check to which the electronic represented check relates after we returned the paper check unpaid but before it was collected electronically, you must notify us within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic represented check. If you want to reverse an electronic represented check for any other reason, you must give us an ACH Claim Form within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic represented check. An ACH Claim Form may be obtained by contacting U.S. Bank 24-Hour Banking or a local U.S. Bank branch. In your claim form, you must declare and swear under oath that the electronic represented check was ineligible or unauthorized. If we receive your notice or claim form within the 15-day period, we will recredit your account with the amount of the charge but will not be responsible for any other damages associated with the transaction.

Stop Payment. If you wish to stop payment of any electronic represented check, you must follow the procedures contained in the rules for stopping payment of checks, not the procedures contained in the rules for stopping payment on electronic loan or bill payments.

CHECKING ACCOUNTS AND "SUBACCOUNTS"

For regulatory accounting purposes we may designate two sub-accounts for a checking account; one sub-account is a savings (non-transaction) account and the other is a checking account. Checks and other third party transfers are paid from the checking (transaction) account. As necessary, we transfer funds from the savings sub-account to the checking sub-account automatically. You cannot access the savings sub-account directly. This accounting device does not affect either the appearance or the operation of your checking account in any way.

TELEPHONE TRANSFERS

If you have more than one account with us, including a credit card or open end loan account, you can transfer funds between your accounts by telephone. You will need to have a PIN, and enter your account numbers, and other qualifications, but if you meet them,

1. you can transfer funds between your accounts by calling our telephone transfer service, and
2. telephone transfers may be made by the same account owners/signers and usually under the same conditions as generally applicable to withdrawals made in writing or by other means.

A transfer made by telephone is not immediately completed. It may take as long as one business day for us to verify the transaction, and make the transfer.

REQUIRED SIGNATURES

Signature Comparison. We process certain items mechanically, based on information encoded on checks and other transaction items, and we are not required to examine items and debits drawn on your account. We collect your signature to obtain your agreement to the rules we establish for your account, but this does not create any responsibility on our part to verify signatures on items and other charges to your account.

Number of Signatures. You agree that if you

1. require the signatures of two or more persons to open an account;
2. have an account in which more than one signature is required to complete a transaction;
3. authorize someone to transact some but not all transactions on your account;
4. authorize someone to transact business on your account for limited purposes and no others; or
5. use checks that require two or more signatures,

such arrangements are strictly between you and the other person(s) you authorize, whether we have notice of your arrangement (including in a form we provide you) or not. You cannot assert a claim against us for permitting a transaction so long as any one of the owners or authorized persons sign or initiate the transaction, even if a person exercises more authority than you have given.

CHANGES TO OUR AGREEMENT WITH YOU

We may change any term of this Agreement. We will give you reasonable notice in writing or by any other method permitted by law. You agree that in any event 30 days written notice is reasonable.

If we notify you that the terms of your account have changed and you continue to have your account after the effective date of the change, you have agreed to the new terms. For consumer customers, rules governing changes in interest rates are provided for separately in the Truth-in-Savings disclosure or in another document.

CLOSING YOUR ACCOUNT

This section does not apply to an active time deposit (or certificate of deposit) account.

If you intend to close your account: If you intend to close your account with us, you should tell us; simply transferring all the money in your account and reducing your account balance to \$0.00 is insufficient notice and may result in additional fees charged to your account.

If you close your account,

1. you are still responsible for transactions you arranged for, including those that arrive after the account is closed;
2. you should pay special attention to pre-authorized electronic deposits to your account and payments from that account; you should reroute the deposits to another account and make other arrangements for the payments, with us and the other institutions involved;
3. you should not close your account until all the transactions you arranged for have been cleared, and you should leave enough funds to clear them and the fees that might be due; and
4. if it is an interest-bearing account, accrued interest will not be paid.

We can close your account:

We can close your account for any reason or for no reason at all. If we close your account, we will send you notice within ten days after closing and/or indicate the closure on your next account statement. We will send the collected account balance to you at your last known address as reflected in our account records. At our sole discretion we may, but are not required to, withhold a sufficient sum to cover any outstanding items and likely fees. If we withhold any money for such contingencies, we will refund that to you after we are satisfied that no further withholding is necessary.

As part of the account closure, any accounts linked to the Checking Account as overdraft protection will be de-linked. If a U.S. Bank Reserve Line is linked as overdraft protection to a Checking Account that is automatically closed, the Reserve Line will also be closed and you must repay any remaining balance according to the monthly payment coupon included in your future periodic statements.

STATEMENTS AND NOTICES

Statements. We will periodically make available to you a paper or on-line statement of your checking or savings account. These statements show the transactions that occurred in the time period covered by the statement. If you elect **not** to receive or review your statement, you are still responsible for having access to the information provided in the statement. At our option, a statement will not be produced in any statement period in which service charges, fees, reversals, refunds or interest are the only transactions on the account. When other activity exists, such as a deposit or withdrawal, a statement will be available to you and will include all transactions which have occurred since the last statement (this includes any service charges, fees, reversals, refunds or interest that occurred since the last available statement). At a minimum, all accounts will receive an annual statement. Regardless of how frequently a statement is made available, monthly service charges and other account fees will continue to be deducted from the account. In addition, applicable interest will continue to accrue and be paid periodically as disclosed in the product pricing information brochure.

Combined Statements. If you have multiple accounts with us, we may at any time automatically combine your accounts on a single, easy-to-read monthly statement. We will only combine statements for accounts that have common ownership (meaning at least one owner is common across multiple accounts) and the same address and Social Security Number.

If you prefer to continue receiving separate statements, please contact U.S. Bank within 30 days of receiving your combined statement. You may reach us by calling one of the numbers listed on the back of this brochure, sending a letter to U.S. Bank, 60 Livingston Ave, EP-MN-WS5D, St. Paul, MN 55107, or sending a secured email by logging on to usbank.com and selecting "Contact Us". Please include the following information in your correspondence: your name, account number(s) and the reference code "CMBSTMN."

Your address. You must give us your correct address, and if you move or change your address, you must keep us advised. You are responsible for messages and statements we send to the most recent address you have given us. We may also update your address in our records without a request from you if we receive an address change notice from the U.S. Postal Service or if we receive updated address information from our mail services vendor.

If you agree to accept mail electronically, you must give us your accurate email address and keep us up to date with any changes to your address. You are responsible for keeping your email functioning properly, or advising us if it does not work.

Multiple owners. Periodic statements and notices that we make available to one owner or agent/signer of an account will be the same as providing statements and notices to all owners of an account. You agree to designate the primary address for purposes of receiving statements and other account correspondence. Each account owner agrees that we may send any legal notice or legal process affecting any owner or the account to the primary address designated on the account. Each account owner agrees to notify the other owners of any legal notice received at that address pertaining to such other account owner or to the account.

Your Duty to Examine Your Statement. As used in this section, the term "problem" means any error, alteration, counterfeit check, or unauthorized transaction (including, but not limited to, forged or missing signatures and excluding consumer electronic banking transactions) related to your account. Because you are in the best position to discover any problem, you agree to promptly examine your statement and report to us any problem on or related to your statement. You agree that we will not be responsible for any problem that:

1. you do not report to us in writing within a reasonable time not to exceed 30 calendar days after we mail the statement (or make the statement available) to you;
2. results from a forgery, counterfeit or alteration so clever that a reasonable person cannot detect it (for example, unauthorized checks made with your facsimile or other mechanical signature device or that look to an average person as if they contain an authorized signature); or
3. as otherwise provided by law or regulation.

You agree to waive any rights to recovery you may have against us if you do not provide notice to us in the manner and within the time required by this Agreement. You may not start a legal action against us because of any problem unless: (a) you have given us the above notice and (b) the legal action begins within one year after we send or make your statement available to you. If you make a claim against us in connection with a problem, we reserve the right to conduct a reasonable investigation before re-crediting your account and you agree to fully cooperate in such investigation. Within 30 days of the date of mailing, you agree to complete and return an affidavit of unauthorized paper debit on the form we provide you along with any other information we may request. You further agree to file a police report if we request. If you refuse to sign such an affidavit or fail to return the affidavit and other requested documentation within 30 days of the date we mail it to you, you agree that we may consider the matter resolved and reverse any provisional credit provided. At our sole discretion, we may, but are not obligated to, provisionally credit your account during the investigation for all or a portion of the amount claimed. Any provisional credit to your account may be reversed if you fail to fully cooperate in our investigation or, if as a result of our investigation, we determine that the charge to your account was proper. You agree to pay any fees assessed or accrued against your account during the investigation or that may arise upon reversal of any provisional credit.

For problems involving an electronic banking transaction, please refer to the "**Electronic Banking Agreement**" sections of this brochure.

This time period for you to examine your statement and report problems to us are without regard to our level of care or the commercial reasonableness of our practices, and without regard to whether cancelled checks are supplied to you.

Contact us if you do not receive your regular statement. If this is a business account, you agree that you will have at least two people review your statements, notices, and returned checks, or in the alternative, the person who reviews these will be someone who does not have authority to transact business on the account.

RETURN OF CANCELLED CHECKS

For some specific consumer and small business checking accounts we currently offer three plans, with respect to the return of cancelled checks:

1. Check Safekeeping: paid checks that are not returned - your statement will show the check number, the amount, and the date it is paid;
2. Image Checks on Statement: paid checks that are not returned - your statement will include a reduced image of the front of the check or front and back of a check in addition to the number, amount and date the check is paid as part of the statement; (See the **CHECK 21** section; the images sent with your statement are **not** substitute checks themselves, but some may be images of substitute checks.) and
3. Returned Checks in Statement: paid checks that are returned with the statement - At our option the paid checks may be a full size image of the front and back of the paid check in addition to the number, amount and date the check is paid as part of the statement. (See the **CHECK 21** section for more information about substitute checks.)

Option 1 is what you will get unless you specifically ask for option 2 or 3. The checking accounts for which these options are available vary. The products and our fee structures for each option are disclosed in the *Consumer Pricing Information* or *Business Pricing Information* brochure or agreement for your account.

If you take option 1 or 2, and you have need for a specific paper check, we can provide a substitute copy to you upon request.

CHECKS, CHECKING ACCOUNTS AND SAVINGS ACCOUNTS WITH DRAFT ACCESS

Consumer NOW Accounts: Consumer transaction accounts are Consumer NOW Accounts on which you can write negotiable orders of withdrawal. Negotiable orders of withdrawal look and function like checks, and the rules governing checks also apply to them. Depending on account features, Consumer NOW Accounts may or may not bear interest. Although we have no intention of exercising this right, federal regulations require that we reserve the right to require at least seven days' written notice prior to withdrawal or transfer of any funds on your Consumer NOW Account.

SAVINGS ACCOUNTS

By the term "savings" account we mean an account that earns interest, but has no specific maturity date or required notice period. (A maturity date or a required notice period is a characteristic of a time deposit or certificate of deposit.)

We will provide you with a periodic (quarterly, monthly, annually based on your account type and account activity) statement for your savings account and you must examine your statement for errors or forgeries just as you should for your checking account.

Withdrawals:

You can make withdrawals from a savings or money market account in many ways, such as:

1. in person by withdrawal slip;
2. at ATMs with an ATM card or debit card; (See section titled **Electronic Banking Agreement**. You must have a card and a PIN, and you must select your saving account as the account you want to access on the screen.)
3. by automatic (electronic) payment to a loan account with us; (You would have to set this up in advance.)
4. using your debit card with a merchant, online or in person; (This will only apply if the savings account is the only account that is attached to your debit card.)*
5. by automatic (electronic) payment to others; (You would have to set this up in advance.)*
6. by telephone transfer to another account of yours with us; (You will need a PIN to use our automated system.)*
7. online transfers to other accounts with us; (You would need to arrange for online transactions.)*
8. online transfers to others; (You would need to arrange for online transactions.)*
9. by check. (You would need to select a savings account that permits access by check.)*

Federal Regulation D limits certain types of withdrawals and transfers made from a savings or money market account to a combined total of six per account cycle. This includes withdrawals made by check or draft to third parties; debit or ATM card point-of-sale (POS) purchases; and pre-authorized withdrawals such as automatic transfers for overdraft protection and transfers made by telephone, online banking, mobile banking, bill pay, wire and facsimile. Withdrawals and/or transfers exceeding the six per account cycle allowance will result in an excessive withdrawal fee per transaction (refer to the *Consumer Pricing Information* or *Business Pricing Information* brochure). Withdrawals and transfers made in person at a U.S. Bank branch or at an ATM are not included in the limit of six per account cycle.

If limitations are continuously exceeded, we may:

1. convert your account to a checking account, and price it accordingly; or
2. close your account; and

3. charge you a fee (refer to the *Consumer Pricing Information* or *Business Pricing Information* brochure for Excessive Withdrawal Fee, in the table to (1) or (2) above. We reserve the right to require seven days' notice before any withdrawal from any savings account, though it is very unlikely we will require such notice and, if we do, we will require it for all savings accounts.

S.T.A.R.T. PROGRAM AGREEMENT

Will not be accepting new enrollment as of November 15th 2015.

Savings Today And Rewards Tomorrow®

S.T.A.R.T. is a program offered by U.S. Bank to help you achieve and maintain your savings goals. The following information provides the terms of the S.T.A.R.T. Program (the "Program"), the details you need to know to enroll in and manage your savings plan, as well as the terms for earning rewards under the Program. We may change these terms at any time, in which case we will provide you notice of those changes. Please read these terms carefully and contact us if you have any questions. By enrolling in the Program, you agree to these terms.

Enrollment Process and Eligibility

To be eligible for the Program, you must meet, and continue to meet, the following three requirements:

1. Open and/or maintain an active U.S. Bank Package, including:
 - A Silver, Gold or Platinum Package Checking account AND
 - A Package Money Market Savings account

Note: Account ownership must be identical for both the package checking and package money market savings accounts.
2. Enroll in the Program.
3. Schedule and maintain a qualifying transfer from your Package Checking account to your Package Money Market Savings account.

Qualifying Transfers Options

A qualifying transfer must occur at least once per month from your Package Checking account ("checking account") to your Package Money Market Savings account ("savings account"). **Three transfer options** are available for you to choose. You are required to set up at least one option, but can utilize all three choices.

Note: Qualifying transfers will not be processed if your checking account has a negative available balance or if your balance would become negative as a result of the transfer.

1. Scheduled Transfer option: A recurring regularly scheduled transfer based on a specific amount transferred from the Package Checking to the Package Money Market Savings on a specific date(s) you select.

- Transfers can occur daily, weekly, every other week, or can be based on a specified date(s) or day(s) during the month. One-time or same-day transfers do not qualify.
- Example: Schedule a transfer of \$10 from your checking account to your savings account on the 1st of each month.

2. Transfers Based on Debit Card Purchases: A recurring transfer from the Package Checking account to the Package Money Market Savings account based on each number of U.S. Bank Debit Card purchases you make, transferred on the business day after the transaction is posted.

- Select a dollar amount between \$.25 and \$5.00 to transfer for each purchase transaction.
- The total number of debit card purchase transactions posted to your checking account each day will be multiplied by the per transaction dollar amount selected. That amount will be transferred from your Package Checking account to your Package Money Market Savings account.
- The debit card must be associated with the enrolled checking account. For joint checking accounts, more than one debit card can be designated and a separate transfer will occur for the activity of each card.
- Example: You have selected a transfer amount of \$.50. If five debit card purchases post on Tuesday, a transfer of \$2.50 will occur on Wednesday (from your checking account to your savings account).

3. Transfers Based on Credit Card Purchases: A recurring transfer based on the number of U.S. Bank Credit Card purchases you make, transferred on the business day after the transaction is posted.

- Select a dollar amount between \$.25 and \$5.00 to transfer from the Package Checking account to the Package Money Market Savings account for each credit card purchase transaction.
- The total number of credit card purchase transactions posted to your credit card each day will be multiplied by the dollar amount selected. That amount will be transferred from your Package Checking account to your Package Money Market Savings account.
- The credit card owner's name must also be an owner on the enrolled S.T.A.R.T. checking account. For joint checking accounts, more than one credit card can be designated, and a separate transfer will occur for the activity of each card.
- All U.S. Bank-branded, co-branded or affinity credit cards are eligible.
- If more than one credit card is enrolled in S.T.A.R.T. for this transfer option, separate transfers will occur for the total purchases posted to each card.
- Example: You have selected a transfer amount of \$3.00. If two credit card purchases post on Monday, a transfer of \$6.00 will occur on Tuesday (from your checking account to your savings account).

S.T.A.R.T. Goals and Rewards

The Program offers two rewards that can be earned by achieving and maintaining a specific account balance – called your Goal Balance – in your savings account. Your Goal Balance is the account balance of your Package Money Market Savings account at time of enrollment, plus \$1,000. You must reach Goal 1 before you become eligible for Goal 2.

S.T.A.R.T. Goal 1: When you reach the Goal 1 Balance in your Package Money Market Savings account AND a qualifying transfer occurs within 35 days of meeting the Goal 1 Balance, you will earn a \$50 U.S. Bank Rewards Visa Card.

S.T.A.R.T. Goal 2: When you maintain the Goal Balance in your Package Money Market Savings account for 12 consecutive months from the date of meeting Goal 1, you will earn a \$50 U.S. Bank Rewards Visa Card.

Note: Reward(s) will be sent to the primary savings account holder within 30 days of goal verification. Rewards will be reported as interest earned on IRS Form 1099-INT. The account holder is responsible for any applicable taxes. If your savings account is subject to State or Federal tax withholding, the amount of your U.S. Bank Rewards Visa Card will have taxes withheld. A customer is eligible to earn only one of each goal type, for a maximum reward of \$100.

Terms and conditions and fees may apply to Rewards Cards. The U.S. Bank Rewards Visa Card cannot be reloaded with additional funds, nor can it be used at an ATM. For complete terms and conditions, see the "U.S. Bank Rewards Visa Card Agreement" available at www.usbankrewardscard.com. Lost or stolen cards can be replaced if the card number is available; some restrictions apply.

Think Twice™ Savings Feature Option

- If you select the *Think Twice* option, you will receive a message giving you the opportunity to "think twice" before you make a withdrawal from your enrolled Package Money Market Savings account.
- This *Think Twice* message will be presented when a request for transfer or withdrawal is made through U.S. Bank ATMs, U.S. Bank branches, Online Banking and U.S. Bank 24-Hour Banking.
- *Think Twice* can be enabled or turned off anytime at a U.S. Bank branch, online via Online Banking or on the phone with U.S. Bank 24-Hour Banking.

Monitor and Make Changes to your S.T.A.R.T. Selections

You can make changes to any transfer option, add or delete transfer selections, and monitor your goal progress: by accessing your account via Online Banking, speaking with a banker at a participating branch, or calling U.S. Bank 24-Hour Banking (see last page for phone numbers). Additionally, S.T.A.R.T. Mobile or Email Alerts can be set-up through Online Banking, and your monthly statements will provide S.T.A.R.T. progress information.

Program Termination

Your participation in S.T.A.R.T. will end if:

- You notify your banker that you no longer wish to participate in the Program.
- Your Package Checking account or Package Money Market Savings account is closed, is transferred to another product, or the account ownership does not match on both the checking and savings accounts.
- A qualifying transfer is not scheduled for six consecutive months when working towards Goal 1 achievement.

TIME DEPOSITS

A time deposit is more commonly known as a certificate of deposit or CD. With a time deposit, you agree to keep your deposit with us for a specified period of time, or agree to give a required advance notice prior to withdrawal, and we agree to pay you interest at an agreed upon rate, or an agreed formula for a rate, for that period of time.

We are not required to permit an early withdrawal from a time deposit, and if we do, it will be on condition that you pay an early withdrawal fee and penalty. The amount of that penalty will be disclosed to you when you open such an account.

All the features of your time deposit will be disclosed to you when you open the account. You can call 24-Hour Banking, visit a local U.S. Bank branch, or go to usbank.com to find out what CD products and terms we offer.

If your time deposit remains inactive for a long time and our attempts to find you fail we may transfer or escheat your funds to the state as required.

Escheat is the term that is used to describe the process of transferring an account balance to the state government after an account has been dormant for a long time and if our attempts to find you fail.

The time period after which funds must escheat to the state varies from state to state. Once the funds are transferred to the state, you may be able to recover the funds from the state itself, but not from us.

We may charge a fee to transfer funds to the state.

LIMIT OF LIABILITY

We process millions of transactions every day, with the help of complicated technology and other companies. If we make a mistake and charged you more than we should have, or failed to give you credit you were due, we will correct the error, so long as you give us sufficient and timely notice and an opportunity to fix it. See the section above titled **Statements and Notices**, for your duty to pay attention to your statement and report any errors.

You agree – to the extent allowed by law – to waive any indirect, incidental, special, consequential and punitive damages for errors or mistakes we make in good faith. This includes damages that might otherwise be available in a tort or contract action, and whether the consequences are foreseeable or not.

ELECTRONIC MESSAGES AND AGREEMENTS

Many customers use the Internet and email as their primary form of communication with us. For example, we offer Online Banking and the ability to obtain periodic account statements online.

You agree that we may make agreements with you by electronic means. Your authorization and consent to such an agreement, or your delivery of instructions, may be made by use of certain numbers, codes, marks, signs, personal identification numbers (PINs), public or private keys or other means, acceptable to you and to us, to establish your identity and acceptance of the electronic communications. All electronic communications that meet these requirements will be deemed to be valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written paper communications signed by you. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering.

You are not required to accept electronic communications; we want you to be aware that this is an option for you to accept. **We will never ask you for sensitive account information, such as, passwords, PINs, Social Security numbers or account numbers via email. If you receive an email that appears to be from U.S. Bank asking for this type of information, immediately forward the email in its entirety (not as an attachment) to fraud_help@usbank.com.**

LEVIES, GARNISHMENTS AND OTHER LEGAL PROCESS

We are a national bank with many locations. You agree that for purposes of this part, we may treat your funds as existing at any and all locations where legal process can be served upon us or on an appointed agent of ours on our behalf. You understand and agree that a creditor or governmental agency may attach your account by service of legal process on any of our locations, at any site designated by us for acceptance of service of process, on any appointed agent of ours, or any other method authorized by law, court rule, or regulation.

If we are served with a garnishment, levy, execution, or other legal process of apparent validity (together referred to as “legal process”), you understand and agree that we will pay all amounts in the account in satisfaction of the legal process and in compliance with our understanding of applicable law. If your account is a joint account, for purposes of responding to legal process, we will consider each joint owner to have an undivided interest in the entire account. Therefore, you agree we may pay all amounts in the account in satisfaction of any legal process, even if it attaches to the interest of fewer than all the account owners. You agree that we may process a levy, garnishment, or other legal process served on us even if we do not process it on the same day it was received. If you believe your funds are exempt from legal process, or otherwise should not be subject to the legal process (for example, if you own funds and the legal process applies to another joint owner, you believe the court, garnishor, or levying authority lacks jurisdiction over you or the property, or you believe the garnishment or levy names the wrong party as garnishee), you agree that it is your responsibility to raise any defense to the legal process against the party who originated the legal process or seek reimbursement from a joint owner, and you agree that we have no obligation to do so.

If we are served with any legal process that tries to attach or in some way prevent you from freely using your funds, you give us the right, but we have no obligation, to hold any portion of the funds during any time necessary to determine to our satisfaction who has the legal right to the funds. If we are not able to determine whether the funds are subject to the legal process, you agree that we may deposit the funds with any court which we deem to have jurisdiction over us or the property in your account and ask that court to determine to whom the funds belong. You consent to the jurisdiction of such court to determine the legal right to the property in your account and agree to reimburse us for our expenses, including attorney’s fees and expenses, arising out of the service of the legal process on us and our response to it.

All legal process is subject to our rights of setoff and our security interest in your account. We will assess a service fee against your account for any legal process served on us regardless of whether the process is subsequently revoked, vacated, or released. Unless expressly prohibited by law, we will set off or enforce our security interest against your account for such fee prior to our honoring the legal process. We will not be liable to you if an attachment, a hold, or the payment of our fee from your account leaves insufficient funds to cover outstanding items. You agree to hold us harmless from any claim relating to or arising out of how we handle legal process pursuant to this part.

RESOLVING ACCOUNT DISPUTES AND ADVERSE CLAIMS

If a dispute arises concerning your account (including, for example, a dispute over who is an authorized signer or owner), or if we believe we have a claim against you or we have or receive a claim by a third party (including our affiliates) to all or a portion of the property (including money, certificates of deposit, securities and other investment property, financial assets, etc.) in your account, or if we have concerns regarding your account or the use of your account, we have the right to hold any portion of the property in your account until the dispute, claim, or concern is resolved to our satisfaction. We will not be liable to you if the hold we place on your account leaves insufficient funds to cover outstanding items. For purposes of this section, “account” includes any account you have with us or any of our affiliates (including, without limitation, agency, custody, safekeeping, brokerage, and revocable trust accounts). If the dispute, claim or concern remains unresolved, you agree that we may at our option deposit the property in your account with a court and ask the court to determine to whom the property belongs. If we deposit your property with a court, you agree that we may charge your account for our costs, including attorney’s fees and expenses.

INCREASED COSTS TO MAINTAIN YOUR ACCOUNT

If your account becomes subject to a receivership, court order or bankruptcy, and we are required to implement changes as to your account that increase our costs to maintain your account (for example, a requirement for us to pledge property to secure your account above the amount of any deposit insurance on your account), you agree to reimburse us for the additional costs and any expenses incurred by us (including legal fees) to implement such required changes as to your account.

CONSUMER REPORT DISPUTES

We may report information about negative account activity on deposit accounts to Consumer Reporting Agencies (CRA). As a result, this may prevent you from obtaining services at other financial institutions. If you believe we have inaccurately reported information to a CRA, you may submit a dispute by calling 844.624.8230 or by writing to: U.S. Bank Attn: CRA Management, P. O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.

ACCOUNT INFORMATION

Our Privacy Pledge discloses the information we share with other entities for marketing purposes. We also may be required to provide information about you and your account when and as required or permitted by law for other purposes, such as, for example:

1. reporting of interest you earn to federal and state tax authorities;
2. reporting of cash transactions that are at reportable limits;
3. investigating and reporting of transactions that we reasonably determine to be suspicious; and
4. responding to subpoenas, court orders, or government investigations.

SETOFF

We have the right under the law to set off amounts you owe us against your accounts with us. For purposes of this section, "account" includes any account you have with us or any of our divisions, department, and affiliates (including, without limitation, agency, custody, safekeeping, securities, investment, brokerage, and revocable trust accounts) and "you" includes, without limitation, your revocable trust, any partnership in which you are a general partner, any prior or successor entity by way of an entity conversion, and any other series of your series limited liability company (as applicable). In addition to this legal right, you give us and our affiliates the contractual right to apply, without demand or prior notice, all or part of the property (including money, certificates of deposit, securities and other investment property, financial assets, etc.) in your accounts, against any debt any one or more of you owe us or our affiliates. If your account is a joint account, you agree we may consider each joint owner to have an undivided interest in the entire account, so we may exercise our contractual right of setoff against the entire account. This includes, for example, debts that now exist and debts that you may incur later, your obligations under a guaranty, and also includes all fees you owe us or our affiliates. We will not be liable to you if enforcing our rights of setoff against your account(s) leaves insufficient funds to cover outstanding items or other obligations. You agree to hold us harmless from any claim arising as the result of our enforcement of our rights of setoff in, or enforcement of our rights of setoff against, your account(s).

Our contractual right of setoff does not apply:

1. to an account that is an IRA or other tax-deferred retirement account;
2. to a debt that is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest); or
3. if our records demonstrate to our satisfaction that the right of withdrawal that a depositor/debtor has with us only arises in a representative capacity (for example, only as an authorized signer, attorney-in-fact or a fiduciary) for someone else.

This right of setoff is in addition to any security interest that we or an affiliate of ours might have in your deposit account.

SECURITY INTEREST IN ACCOUNTS

You grant to us a security interest in all your accounts with us, and all property in your accounts (including money, certificates of deposit, securities and other investment property, financial assets, etc.), to secure any amount you owe us or our divisions, department, and affiliates, now or in the future. This includes, for example, debts that now exist and debts that you may incur later, your obligations under a guaranty, and also includes all fees you owe us or our affiliates. For purposes of this section, "account" includes any account you have with us or any of our affiliates (including, without limitation, agency, custody, safekeeping, securities, investment, brokerage, and revocable trust accounts) and "you" includes, without limitation, your revocable trust, any partnership in which you are a general partner, any prior or successor entity by way of an entity conversion, and any other series of your series limited liability company (as applicable).

If your account is a joint account, you agree we may consider each joint owner to have an undivided interest in the entire account, so we may exercise our security interest against the entire account. We may enforce our security interest without demand or prior notice to you. You agree, for purposes of this security interest, that our affiliates may comply with any instructions we give them regarding your accounts held with them, without further consent. You also agree that we may comply with any instructions regarding your accounts that we receive from our affiliates pursuant to a security interest they have in your accounts with us. We will not be liable to you if enforcing our security interest against your account(s) leaves insufficient funds to cover outstanding items or other obligations.

You agree to hold us harmless from any claim arising as the result of our security interest in, or enforcement of our security interest against, your account(s).

SECURITY

It is your responsibility to protect the account numbers, including card numbers and electronic access devices (e.g., an ATM card, debit card, username and password or PIN) we provide to you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give him or her full use of your money. An account number can be used by thieves to encode your number on a false demand draft which looks like and functions like an authorized check.

If you furnish your access device and grant actual authority to make transfers to another person (a family member, coworker or employee, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account. If you provide your account number in response to a telephone solicitation for the purpose of making a transfer (to purchase a service or merchandise, for example), payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

We reserve the right to place a hold on your account if we suspect irregular, fraudulent, unlawful or other unauthorized activity involved with your account. We may attempt to notify you of such a hold, but we are not required to provide notice prior to placing the hold. You agree that we may maintain such a hold until all claims against you or us to the funds held in your account, whether civil or criminal in nature, have been resolved fully in our sole satisfaction.

ARBITRATION

This section does not apply to any dispute in which the amount in controversy is within the jurisdictional limits of, and is filed in, a small claims court. These arbitration provisions shall survive closure of your account or termination of all business with us. If any provision of this section is ruled invalid or unenforceable, this section shall be rendered null and void in its entirety.

Arbitration Rules: In the event of a dispute relating to or arising out of your account or this Agreement, you or we may elect to arbitrate the dispute. At your election, the arbitration shall be conducted by either JAMS or the American Arbitration Association ("AAA") (or, if neither of these arbitration organizations will serve, then a comparable substitute arbitration organization agreed upon by the parties or, if the parties cannot agree, chosen by a court of competent jurisdiction). If JAMS is selected, the arbitration will be handled according to its Streamlined Arbitration Rules unless the Claim is for \$250,000 or more, in which case its Comprehensive Arbitration Rules shall apply. If the AAA is selected, the arbitration will be handled according to its Commercial Arbitration Rules. You may obtain rules and forms for JAMS by contacting JAMS at 1.800.352.5267 or www.jamsadr.com and for the AAA by contacting the AAA at 1.800.778.7879 or www.adr.org. Any arbitration hearing that you attend will take place in the federal judicial district in which you reside. Without regard to which arbitration body is selected to resolve the dispute, any disputes between you and us as to whether your claim falls within the scope of this arbitration clause shall be determined solely by the arbitrator, and not by any court.

Arbitration Process: Arbitration involves the review and resolution of the dispute by a neutral party. The arbitrator's decision will generally be final and binding. At your request, for claims made to consumer accounts, we will advance your filing and hearing fees for any claim you may file against us; the arbitrator will decide whether we or you will ultimately be responsible for those fees. Arbitration can only decide our or your dispute and cannot consolidate or join claims of other persons who may have similar claims. There will be no authority or right for any disputes to be arbitrated on a class action basis.

Effects of Arbitration: If either of us chooses arbitration, neither of us will have the right to litigate the dispute in court or have a jury trial. In addition, you will not have the right to participate as a representative or member of any class of claimants, or in any other form of representative capacity that seeks monetary or other relief beyond your individual circumstances, pertaining to any dispute subject to arbitration. There shall be no authority for any claims to be arbitrated on a class action or any other form of representative basis. Arbitration can only decide your or our claim, and you may not consolidate or join the claims of other persons who may have similar claims, including without limitation claims for public injunctive or other equitable relief as to our other customers or members of the general public. Any such monetary, injunctive, or other equitable relief shall be limited solely to your accounts, agreements, and transaction with us. Notwithstanding the foregoing, any question as to the validity and effect of this class action waiver shall be decided solely by a court of competent jurisdiction, and not by the arbitrator.

ATTORNEY'S FEES

Where used, "attorney's fees" includes our attorney's fees, court costs, collection costs, and all related costs and expenses. Notwithstanding any provision in this Agreement to the contrary, any provision for attorney's fees in this Agreement shall not be enforceable in any dispute governed by the laws of California or Oregon.

FUNDS AVAILABILITY: YOUR ABILITY TO WITHDRAW FUNDS – ALL ACCOUNTS ATTACHMENT 2

This funds availability policy applies to deposits into a checking or savings account made at a branch or ATM. This policy may not apply to deposits made remotely through a mobile or other electronic device.

Some sections of this disclosure apply to all accounts and all customers. There are special sections for New Accounts, Commercial Accounts, Private Client Accounts and Retail Consumer and Small Business Accounts. We will make that clear in the section headings.

Funds “availability” means your ability to withdraw funds from your account, whether those withdrawals are to be in cash, by check, automatic payment, or any other method we offer you for access to your account. If deposited funds are not “available” to you on a given day, you may not withdraw the funds in cash and we may not use the funds to pay items that you have written or honor other withdrawals you request. If we pay items that you have written or honor other withdrawals before funds are available to you, we may charge a fee for this. Please review the product pricing information brochure for information regarding overdraft fees associated with your accounts.

Please remember that even after the item has “cleared,” we have made funds available to you, and you have withdrawn the funds, you are still responsible for items you deposit that are returned to us unpaid and for any other problems involving your deposit. See our **Returned Deposited and Cashed Items** section.

DETERMINING THE AVAILABILITY OF A DEPOSIT – ALL ACCOUNTS

The day funds become available is determined by counting business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit in person before our “cutoff time” on a business day we are open, we will consider that day to be the day of your deposit for purposes of calculating when your funds will become available. However, if you make a deposit after the cutoff time, or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Our cutoff times vary from branch to branch. The earliest cutoff time at any of our branches is 2:00 p.m. (local time at the branch).

In addition, cutoff times may also vary depending on whether it is a deposit envelope ATM or a no deposit envelope ATM. If you make a deposit before 6:00 p.m. (local time, at the ATM location) for a deposit envelope ATM or before 8:00 p.m. (local time, at the ATM location) for a no deposit envelope ATM on a business day we are open, we will consider that day to be the day of your deposit. If you make a deposit at a deposit envelope ATM on or after 6:00 p.m. (local time), or on or after 8:00 p.m. (local time) for a no deposit envelope ATM or on a day we are not open, we will consider the deposit to be made on the next business day we are open.

Deposits you send by mail are considered deposited on the business day it arrives if it arrives by the cutoff time at the branch of deposit. In all cases, availability of any deposit assumes that a requested withdrawal will not overdraw the account.

IMMEDIATE AVAILABILITY – ALL ACCOUNTS

The following types of deposits will usually be available for withdrawal immediately under normal circumstances:

- Cash (if deposited in person to an employee of ours);
- Electronic direct deposits;
- Wire transfers; and
- The first \$200 from the total of all other deposits made on any given day.

Cash and wire transfer deposits are subject to the **Special Rules for New Accounts** and the \$200 availability is subject to the rule in the section titled **Longer Delays May Apply**.

LONGER DELAYS MAY APPLY

Government Checks, Cashier's Checks, and Other Types of Special Checks. If you make a deposit of one of the following items in person to one of our employees, our policy is to make the funds from those deposits available no later than the first business day after the day of deposit:

- State and local government checks that are payable to you;
- Cashier's, certified, and teller's checks that are payable to you; and
- Federal Reserve Checks, Federal Home Loan Checks, and U.S. Postal Money orders that are payable to you.

If you do not make your deposit in person to an employee of the bank (for example, if you mail us the deposit), funds from these deposits may be available no later than the second business day after the day of deposit. However, we may delay funds for a longer period of time, see section titled **Longer Delays May Apply – Safeguard Exceptions**.

Case-by-Case Delays. In some cases, we will not make all of the funds that you deposit available to you as provided above. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposit, however, will be available no later than the first business day after the day of deposit, and usually immediately.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees (including a deposit made at an ATM) or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Safeguard Exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

Foreign Checks. Checks and other items drawn off a foreign financial institution, whether negotiable in a foreign currency or in U.S. dollars, may require special funds collection processing by us. As a result funds availability may be delayed. If you deposit such an item, you agree that we may delay funds availability at our discretion until we are satisfied that we have received final payment of the item.

RETAIL CONSUMER, SMALL BUSINESS AND COMMERCIAL ACCOUNTS

Our general availability policy for these accounts is to make funds available to you on the first business day after the day of deposit. We generally make some portion of a day's deposits available for withdrawal immediately. See the previous section for the types and amounts of deposits that are available immediately.

PRIVATE CLIENT ACCOUNTS

Our general availability policy for **Private Client Accounts** is to make funds you deposit available to you immediately. This immediate availability policy includes all deposits at any ATM. The section above titled **Longer Delays May Apply** also applies to your accounts. If we impose a delay as provided in that section, then the sections titled **Cashing Checks and Other Accounts** may also apply.

DEPOSITS AT AUTOMATED TELLER MACHINES – RETAIL CONSUMER, SMALL BUSINESS AND COMMERCIAL ACCOUNTS

Our Machines. If you make a deposit at an ATM identified as ours with the U.S. Bank name, your deposit will generally be available on the first business day after the day of deposit. However, in certain circumstances, and at U.S. Bank's discretion, the funds may not be available until the second business day after the day of deposit.

Other Machines. If you make a deposit at an ATM that is not identified as ours with the U.S. Bank name, your deposit will not be available until the fifth business day after the day of deposit. New customers cannot make deposits at ATMs we do not own or operate within the first 90 days of the account relationship.

SPECIAL RULES FOR NEW ACCOUNTS – RETAIL CONSUMER AND SMALL BUSINESS ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits and deposits of cash and wire transfers to your account will be available on the day we receive the deposit. The first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, on-us checks (checks drawn on U.S. Bank), and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special

deposit slip). The excess amount over \$5,000 will be available on the fifth business day after the day of your deposit. If your deposit of funds exceeds (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will generally be available on the fifth business day after the day of your deposit. In certain instances, we may hold funds from other check deposits for longer than five business days. For example, if we receive a check that falls within the Safeguard Exception description above, we may delay funds for up to seven business days. If we do so, we will provide you with a hold notice at the time of deposit or when we learn that we will hold the funds from the deposit.

CASHING CHECKS

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

OTHER ACCOUNTS

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the day the deposited item would have been available, which will usually be the first business day after the day of deposit.

BUSINESS ACCOUNT ISSUES

All other sections of this booklet apply to consumer and business accounts alike, (except when a rule specifically says it will apply to consumers). These next eight apply to accounts used primarily for business purposes.

UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL TRANSACTIONS

You agree that you, or anyone acting on your behalf, will not use your account, access device or banking relationship with us to facilitate illegal transactions such as those prohibited by the Unlawful Internet Gambling Act of 2006, or otherwise violate any law, rule or regulation applicable to you. If we identify a suspected illegal transaction, we may block such transactions, and further we may close your account or terminate our banking relationship with you.

DEPOSIT OF PRE-AUTHORIZED DRAFTS

A pre-authorized draft is an arrangement whereby you get authority from a person (a customer, usually) to access a deposit account owned by that person to pay a debt that person owes you. You deposit these "drafts" into a deposit account with us, and we collect them from your customers, who may have accounts with us or other banks. (These "drafts" are checks you create based on information your customer provides you, such as the customer's name and account number, and the express permission your customer gave you to draw on his account.)

When you deposit these pre-authorized drafts, you make the following agreements and warranties:

1. You have express, verifiable and binding authorization from your customer to access his, her or its account for the amount you ask us to collect;
2. You will keep the proof of your authorization in retrievable form for not less than two years from: (a) the date of the authorization of a one-time draft; or (b) from the date of revocation of the authorization of recurring drafts. You agree to provide us with such proof upon our request;
3. We may reverse any credit given to you for any draft deposited to your account and returned to us regardless of when it is returned or the reason for the return. We may take funds in your account to pay the amount you owe us, and if there are insufficient funds in your account, you will still owe us the remaining balance.

EARNINGS CREDIT

Fees for services used by you may be assessed in full to your accounts or may be offset through account analysis by applying earnings credit to your service charges to determine a single monthly net service charge. Your earnings credit rate is established by us and will change from time to time. Your net service charge could be zero if your earnings credit equals or exceeds your total charges in a given month. If your earnings credit is not sufficient to offset the amount due hereunder, you agree to pay such amounts to us upon demand.

WAIVER OF NOTIFICATION OF REDEPOSITED CHECKS

When you deposit checks to your account, you have a right to be notified whenever a check you deposit is returned unpaid. We offer a plan (to businesses who elect it) whereby we will automatically redeposit checks returned unpaid due to insufficient funds. To simplify collection of these items, you give up this right to notification for those items we redeposit. If these items are returned unpaid a second time, you will receive standard notification.

We may withhold the availability of funds represented by a redeposited check. We will notify you of such delay.

CHECKS AND CHECKING ACCOUNTS AND SAVINGS ACCOUNTS WITH DRAFT ACCESS

NOW Accounts. Sole proprietors, government agencies, fiduciaries and nonprofit business enterprises may open transaction accounts ("Business NOW" accounts) on which you can write negotiable orders of withdrawal, and theoretically earn interest. Negotiable orders of withdrawal look and function like checks, and the rules governing checks also apply to them. Depending on account features, Business NOW accounts may or may not bear interest. Where applicable, interest on Business NOW accounts is normally paid on investment-eligible balances. Although we have no intention of exercising this right, federal regulations require that we reserve the right to require at least 7 days' written notice prior to withdrawal or transfer of any funds in your Business NOW account.

FACSIMILE SIGNATURES

You may wish to use a facsimile signature stamp or other mechanical signature device to sign checks or other orders relating to your accounts. If you do, we will, without contacting you, debit your account for items bearing an imprint that looks substantially like your authorized mechanical signature, whether or not such items bear the actual facsimile signature stamp. You agree to notify us and give us a sample imprint if you plan to use such a device. If you do not give us a sample, this section still applies to your use of the device. You are responsible for the security of any mechanical signature device. We will not be responsible for payment of unauthorized items bearing an imprint from, or similar to, your authorized mechanical signature.

DEPOSITS

Truncation, Substitute Checks, and Other Check Images: If you truncate an original check and create a substitute check or other replacement document, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with the time requirements as outlined in your Remote Deposit Capture Agreement with us. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

Deposit Preparation, Sorting, and Endorsements: You agree to properly prepare, sort, and endorse all deposits according to requirements specified in any applicable user guides and Federal Regulation CC. You agree to indemnify us for any loss we incur that results from your failure to comply with these requirements.

Requalification: If you elect to have another bank or entity receive and process all of your returned checks, such other bank's endorsement may be obscured by our depository bank endorsement. You understand and agree that any other endorsement placed on your checks that identify another bank as the depository bank or the bank to which checks should be returned may result in illegible or double endorsements, which may delay the return of your checks. You agree we shall not be liable for any such delays.

FRAUD PREVENTION MEASURES. We offer certain products and services, such as "positive pay," and account blocks and filters that are designed to detect or deter fraud. Failure to use such services could substantially increase the likelihood of fraud. If you fail to implement any of these products or services, or if you fail to follow these or other precautions reasonable for your type of account or circumstances, you agree that you will be precluded from asserting any claims against us for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, service or precaution was designed to detect or deter, and we will not be required to re-credit your account or otherwise have any liability for paying such items.

ELECTRONIC BANKING AGREEMENT FOR CONSUMER CUSTOMERS

This section applies to payment orders and funds transfers governed by the Electronic Fund Transfer Act. When you enroll in online or mobile banking we will provide you with the U.S. Bank Online and Mobile Financial Services Agreement that governs the use of all online and mobile services ("Online Services").

If you have any questions regarding electronic banking transactions or believe that an unauthorized transaction has occurred, please call U.S. Bank 24-Hour Banking (see last page for phone numbers), visit a local U.S. Bank branch or write to:

U.S. Bank 24-Hour Banking
EP-MN-WS5D,
60 Livingston Ave.,
St. Paul, MN 55107

Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

TYPES OF TRANSACTIONS

These are the types of Electronic Fund Transfers that you can accomplish with us (assuming you make arrangements to do so).

Electronic Fund Transfers Initiated by Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In all cases, these third party transfers will require you to provide the third party with your account number and bank information. Thus, you should only provide your bank and account number information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

Direct Deposits. You can arrange for direct deposits to your checking or savings account(s).

Preauthorized Payments. You can arrange to pay certain recurring bills from your checking or savings account(s).

Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

Electronic returned check charge. You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

Expanded Account Access

What it is. Any card or PIN (personal identification number) can be used to access up to five checking, savings, line of credit and credit card account(s) held in the same name at U.S. Bank or any of its bank affiliates; and any account you open with us and our affiliates may be accessed by your card or PIN. "Access" means use of a card or account number and PIN to conduct a transaction or obtain information at ATMs, over the telephone, through personal computer banking, or any other available method. If the card or PIN is for a joint account, that card or PIN can be used to access all the accounts linked to the card or PIN account, whether joint or individual. Expanded Account Access is also applicable to your Online Services.

The "cards" that can get Expanded Account Access. All U.S. Bank Debit Cards and ATM cards (excluding prepaid cards), and all U.S. Bank-issued Credit Cards (including, but not limited to, co-branded credit cards, and all credit lines issued through U.S. Bank and U.S. Bank affiliates).

Fees and Charges for Expanded Account Access. There are no additional fees or charges just for Expanded Account Access, but fees applicable to each applicable account will continue to apply in accordance with the terms of the applicable account agreements. The fees and terms for each of your accounts will be as disclosed in the *Consumer Pricing Information* brochure. You should have received one and they are also available at any of our branches in your state.

The fees and terms for your personal credit cards and lines of credit are disclosed in the applicable cardmember agreement.

How to Cancel. You can visit a branch or call the U.S. Bank 24-Hour Banking number at any time to cancel Expanded Account Access. If you cancel Expanded Account Access for any account, that account will not be accessible by any card or PIN other than the card or PIN specifically designated for that account.

Account Access at Automated Teller Machines

You can access up to five checking, five savings, and five line(s) of credit or credit card accounts at U.S. Bank ATMs through all your cards held in the same name (excluding prepaid cards).

You may perform the following transactions at ATMs:

- Make cash withdrawals from your checking and savings accounts.
- Get cash advances from your credit card or line of credit account using your U.S. Bank Debit Card or ATM card. (Refer to your cardmember agreement for any cash advance fees and finance charges that may apply.)
- Deposit funds to checking and savings accounts.
- Transfer funds from your account associated with your card.
- Make payments to credit card or line of credit accounts from a deposit account associated with your card.
- Check the current balance of your linked checking, savings, credit card and line of credit accounts.
- Request a statement showing your most recent deposit account transactions. (Refer to the *Consumer Pricing Information* brochure regarding any fees for purchasing statements at ATMs.)
- Purchase stamps at participating locations.
- Make certain charitable contributions from a deposit account associated with your card.

Some of these transactions are not available at all ATMs.

Purchases at Merchants

You may use any of your U.S. Bank Debit Cards to make purchases at Visa® merchants that accept debit cards. You may use your U.S. Bank ATM Card and any of your U.S. Bank Debit Cards to make purchases by entering your PIN at participating merchants. You may also get cash from a merchant, if the merchant permits. Purchases made with your card will result in debits to your "primary" checking account. These transactions will be itemized on your monthly statement, including the merchant name, location, the date of purchase and the amount of the purchase.

Returns at Merchants

Returns of purchases made with your U.S. Bank Debit Card are limited to \$1,500 per day.

Other Electronic Transactions

In addition to transactions initiated by using your U.S. Bank Debit Card, there are other electronic banking transactions that you may arrange through your account. These include:

- Telephone/personal computer activated transfers of funds from your accounts with us to other accounts with us or to third parties. These include but are not limited to transfers made by telephone, text, online and mobile banking.
- Automatic transfer of funds between checking and savings accounts.
- Automatic periodic payments to third parties or us from checking or savings accounts (for example, monthly mortgage payments, installment loan payments, insurance payments, utility payments).
- Direct deposit to checking or savings accounts (for example, payroll checks, social security payments).
- Electronic check conversions from your checking account using a blank, partial or fully completed personal check at merchant locations.
- Payments made to your account through your U.S. Bank Debit Card.
- You can also use any of your U.S. Bank Debit Cards to obtain a cash advance from your checking account at any Visa® member bank anywhere in the world.

LIMITS ON TRANSFERS

The terms of your deposit account may restrict the number of withdrawals you may make from your account each month. Restrictions described earlier in this brochure and in other disclosures and agreements you received at the time your account was opened or when additional products or services were accessed, will also apply to your electronic withdrawals and electronic payments unless specified otherwise.

New Accounts

For the first 90 days of opening a new account, you cannot make deposits at a non-U.S. Bank ATM. After this initial period, you can make deposits at any participating ATM.

Security

For security reasons, there are limitations on the transactions that you may perform with any of your U.S. Bank Debit Cards or U.S. Bank ATM Cards per day. There are limitations on the dollar amount of cash withdrawals at ATMs and/or cash that you receive from merchants over the amount of your purchase. There are also limitations on the total dollar amount of purchases at merchants and/or cash advances at Visa® member banks you may perform during each 24-hour period beginning at 9:00 p.m. Central Time. Our standard transaction limits for ATM cards are \$300 per day for cash withdrawals and \$1,000 per day for purchases. Our standard transaction limits for debit cards are \$500 per day for cash withdrawals and \$1,000 per day for purchases and/or cash advances at banks. Our standard transaction limits for receiving money through your U.S. Bank Debit Card are \$3,000 per transaction and \$10,000 per day. We may change these limitations based on periodic risk assessments and we reserve the right to make such changes without notice to you. Transfer limits are also subject to temporary reductions to protect the security of customer accounts or transfer systems.

Debit Card Transactions

When we receive an electronic notice that a U.S. Bank Debit Card Visa® transaction has been authorized against your account, we will place a hold on your account for that amount. For some types of merchants (e.g., hotels, restaurants, gas stations, car rental agencies) an estimate will be made of the amount of the anticipated purchase for the purpose of determining an authorization amount. As a result, the amount held against your account may be less or greater than the final transaction amount presented. Your available account balance will be reduced by the amount held for all pending debit card Visa® purchases from the time we receive the notice until the item is presented, a completion message is received, or three business days, whichever occurs first. If we release a hold due to the expiration of three business days, your account may still be debited if and when the transaction is presented to us for processing. During that time, sufficient funds may not be available to pay checks or other electronic transactions, and you may be subject to an overdraft fee.

FEES

We will charge you fees for electronic fund transfers in accordance with the information found in our *Consumer Pricing Information* brochure. The fees may be changed at any time, subject to our giving you any notice required by law.

ATM Surcharges. When you use an ATM that is not identified as ours with the U.S. Bank name, you may be charged a fee by the ATM operator or any network used to complete the transfer.

USING YOUR CARD FOR INTERNATIONAL TRANSACTIONS

You may use your U.S. Bank Debit Card or ATM card for retail purchases with international merchants, for international cash advances and all transactions performed at international ATMs that bear any of the network logos found on your card. Refer to our *Consumer Pricing Information* brochure for fee information. We may block transactions in certain foreign countries. Call us at 800.872.2657 for more information. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered international transactions under the applicable network rules, in which case we will add International Processing Fees to those transactions.

U.S. Bank does not control how these merchants, ATMs and transactions are classified for this purpose. If the transaction requires a currency conversion, the exchange rate in effect when processed may differ from the rate in effect on the date of the transaction or the date of the posting to your Account.

Transactions processed through the Visa® system will be converted according to the applicable rules established by Visa®. The foreign currency transaction will be converted to U.S. Dollars by multiplying the amount of the foreign currency times (a) a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. For transactions processed through other networks, the international currency transaction will be converted by that network in accordance with their rules.

Additional fees may apply. If you need to contact us about your card while outside of the United States, call us collect at 503.401.9991.

ADVISORY AGAINST ILLEGAL USE

You agree not to use your card(s) for illegal gambling or any other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which you may be located; therefore, we reserve the right to decline all online (Internet) gambling transactions.

DOCUMENTATION

Terminal transfers. You can get a receipt at the time you make any transfer to or from your account using automated teller machines or point-of-sale terminals. However, you may not get a receipt if the amount of the transfer is \$15 or less.

Pre-authorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call U.S. Bank 24-Hour Banking or visit our Online Banking site at usbank.com to find out whether or not the deposit has been made.

Periodic statements. You will get a monthly account statement unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly for an account to or from which you have arranged for electronic access. In the event your account has become inactive as defined in the section titled Dormant Accounts and Escheat (refer to page 10) and you have had no electronic activity, you will receive an annual statement.

PREAUTHORIZED PAYMENTS

If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person you are going to pay ten calendar days prior to the payment date of the amount to be deducted. If the date upon which your payment is scheduled to be deducted changes, the person you are going to pay will notify you seven calendar days prior to the new scheduled date. To confirm the completion of automatic transfers, payments and/or direct deposits, please contact U.S. Bank 24-Hour Banking or visit our Online Banking site at usbank.com.

Right to Stop Payment of Preauthorized Transfers

To stop a preauthorized electronic payment or transfer, please call U.S. Bank 24-Hour Banking (see last page for phone numbers). You must call in time for us to receive your request and to be able to act upon it, which in the case of these electronic payments, is at least three business days before the transfer is scheduled to occur. We may also require you to put your request in writing and forward it to us within 14 days after you call.

If you order us to stop one of these payments at least 3 business days before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

OUR LIABILITY

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If you have an overdraft line and the transfer would go over the credit limit.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. There may be other rules/limitations stated in our agreement(s) with you that excuse our failure to make a requested transfer (for example, the monthly limit on certain transfers out of non-transaction savings accounts; refer to Savings Accounts, Withdrawal section on page 12 for additional details).

Authorized Transactions

We assume that all transactions performed with your U.S. Bank ATM Card or any of your U.S. Bank Debit Cards and/or your personal identification number (PIN) are authorized unless you promptly notify us to the contrary. If you intentionally provide another person with the means to perform electronic banking transactions using your account, any resulting transactions will be treated as if they were performed and authorized by you. Such treatment will continue until you notify U.S. Bank Fraud Liaison Center (see below) that the other person is no longer authorized to use your card and/or PIN (in which case the card and PIN will have to be deactivated).

UNAUTHORIZED TRANSACTIONS AND LOST OR STOLEN CARDS

An unauthorized transaction is one that another person conducts without your permission and from which you receive no benefit.

In order to avoid unauthorized transactions, please observe the following basic precautions:

- Do not keep your U.S. Bank ATM Card or U.S. Bank Debit Card and personal identification number (PIN) together. Do not write your PIN on your card.
- Do not provide your card or reveal your PIN to another person. If you do so, you authorize that person to conduct transactions using your card or PIN. You are liable for that person's transactions until you notify U.S. Bank Fraud Liaison Center (see below) that the person is no longer authorized to use your card or PIN.
- Notify U.S. Bank Fraud Liaison Center or any U.S. Bank branch of the loss, theft or unauthorized use of your card or PIN.
- Notify U.S. Bank Fraud Liaison Center or any U.S. Bank branch if you think an electronic banking transaction is incorrectly reported on a receipt or statement. Failure to promptly notify U.S. Bank Fraud Liaison Center or any U.S. Bank branch of the loss, theft, or unauthorized use of your card or PIN will result in inconvenience to you and will hinder the efficient operation of your account.

U.S. Bank Fraud Liaison Center
877.595.6256

We reserve the right to cancel, block, and not renew your access device for any reason, with or without prior notice. Reasons for suspension of access may include, for example:

- Detection of suspicious or fraudulent activity;
- Lack of usage;
- Misuse; or
- Access devices returned as undeliverable by postal service.

CONSUMER LIABILITY FOR UNAUTHORIZED TRANSFERS

Zero Liability for All Transactions. Except as provided in the next paragraph, you are generally protected from all liability for unauthorized use of any of your U.S. Bank Debit Cards, the associated account numbers printed on them (including purchases made over the phone or online) and your ATM card or its associated personal identification number (PIN). You still need to report the loss or theft of these cards, PINs, and any unauthorized transactions to us as soon as you can. This is necessary so you can get any unauthorized transactions reversed, prevent further unauthorized transactions, and avoid liability for subsequent purchases we could have prevented had you given us notice. This policy also protects you from liability for other types of electronic fund transfers. Please follow the section entitled **Error Resolution Notice** to report any unauthorized activity on your account.

After 60 Days from Statement Notice. If you fail to give us notice of an unauthorized electronic fund transfer within 60 days of when we first deliver a statement to you that discloses that unauthorized transaction, you will be liable for all fund transfers that occur after that 60 day period expires if we could have prevented such transaction had you reported it to us within the 60 day period. This rule applies to all forms of electronic fund transfers (including but not limited to ATM transactions, preauthorized withdrawals, Online transactions, and purchases with any of your U.S. Bank Debit Cards, etc.) that occur after the 60 day period following the first statement notice.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend this time period.

MINNESOTA LIABILITY DISCLOSURE

If our records assign your account to a branch located in the State of Minnesota, you may bring a civil action against any person violating the consumer privacy and unauthorized withdrawal provisions of Minnesota Statutes § 47.69, and may recover, in addition to actual damages or \$500, whichever is greater, punitive damages when applicable, and the court costs and reasonable attorney's fees incurred.

BUSINESS DAYS

Bank "business days" are Monday through Friday. Federal holidays are not included.

CONFIDENTIALITY

We will disclose information to third parties about your account as permitted by law or the transfers you make:

1. where it is necessary for completing transfers; or
2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. in order to comply with government agency or court orders; or
4. if you give us your written permission; or
5. according to our privacy pledge, which generally permits us to share information with companies that perform marketing or other services on our behalf.

ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers, call U.S. Bank 24-Hour Banking at a number on the last page, visit any U.S. Bank branch or write us at the address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your dispute or question in writing within ten business days. We will determine whether an error occurred within ten business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your dispute or question. If we decide to do this, we will credit your account within ten business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your dispute or question in writing and we do not receive it within ten business days, we might not provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your dispute or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation. Write to us at:

U.S. Bank
EP-MN-WS5D
60 Livingston Ave.
St. Paul, MN 55107

Error resolution and contact information with respect to Online Banking services is provided in our *Online and Mobile Banking Agreement*. The Online Banking site may be accessed by going to the U.S. Bank web site at usbank.com and following the directions to login to Online and Mobile Banking. More detailed information is available on request.

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful:

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Do not leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Do not lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.

6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Do not accept assistance from anyone you do not know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Do not display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and local law enforcement officials immediately.

ELECTRONIC BANKING AGREEMENT FOR BUSINESS CUSTOMERS

This section governs transactions initiated by you or your employees using a U.S. Bank Business Edge Debit Card or ATM Card or other U.S. Bank card products offered to business customers from time to time by U.S. Bank ("Business Edge Debit Card(s)"). Your use of business debit cards are subject to the fees and terms of your checking and savings accounts as set forth elsewhere in this Agreement and in related brochures and fee schedules, which are available at any branch in your state. Some ATM networks impose an additional transaction fee unrelated to our fees and charges and may be assessed to your account. Other electronic transactions against your account, whether or not initiated or authorized by you will be governed by the specific Agreement between us related to such transactions and/or all applicable rules and regulations governing such transactions, including without limitation, the rules of the National Automated Clearing House Association (NACHA) as may be amended from time to time.

Under NACHA rules we cannot return an unauthorized electronic transaction (ACH debit) unless you notify us no later than 5:00 p.m. Central Time on the business day following the settlement date of the transaction. Otherwise, your sole recourse is to the originator of the transaction.

ACCOUNT ACCESS

Any business debit card or personal identification number (PIN) issued to or selected by you, except sole proprietors who choose to have a sole proprietor business debit card, may access only related business checking or business savings accounts (for example, accounts with the same name or tax identification number). Sole proprietor business debit cards, however, can access up to five checking accounts, five savings accounts, and five line of credit or credit card accounts through Expanded Account Access. Sole proprietor cards may access business and personal accounts. For more information on Expanded Account Access, see the Consumer Electronic Banking Agreement.

Access methods will differ depending on the business debit card selected by you and approved by us. All business debit card services may not be available depending on the access method selected.

LIMITS ON TRANSFERS

The terms of your deposit account may restrict the number of withdrawals you may make from your account each month. Restrictions described on page 18 and in other disclosures and agreements you received at the time your account was opened or when additional products or services were accessed, will also apply to your electronic withdrawals and electronic payments unless specified otherwise.

New Accounts

For the first 90 days of opening a new account, you cannot make deposits at a non-U.S. Bank ATM. After this initial period, you can make deposits at any participating ATM.

Security

For security reasons, there are limitations on the transactions that you may perform with any of your business debit cards per day. There are limitations on the dollar amount of cash withdrawals at ATMs and/or cash that you receive from merchants over the amount of your purchase. There are also limitations on the total dollar amount of purchases at merchants and/or cash advances at Visa® member banks you may perform during each 24-hour period beginning at 9:00 p.m. Central Time. Our standard transaction limits for business ATM cards are \$500 per day for cash withdrawals and \$2,500 per day for purchases. Our standard transaction limits for business debit cards are \$500 per day for cash withdrawals and \$10,000 per day for purchases and/or cash advances at banks. Our standard transaction limits for receiving money through your U.S. Bank Debit Card are \$3,000 per transaction and \$10,000 per day. We may change these limitations based on periodic risk assessments and we reserve the right to make such changes without notice to you. Transfer limits are also subject to temporary reductions to protect the security of customer accounts or transfer systems.

Debit Card Transactions

When we receive an electronic notice that a Business Debit Card Visa® transaction has been authorized against your account, we will place a hold on your account for that amount. For some types of merchants (e.g., hotels, restaurants, gas stations, car rental agencies) an estimate will be made of the amount of the anticipated purchase for the purpose of determining an authorization amount. As a result, the amount held against your account may be less or greater than the final transaction amount presented. Your available account balance will be reduced by the amount held for all pending debit card Visa® purchases from the time we receive the notice until the item is presented, a completion message is received, or three business days, whichever occurs first. If we release a hold due to the expiration of three business days, your account may still be debited if and when the transaction is presented to us for processing. During that time, sufficient funds may not be available to pay checks or other electronic transactions, and you may be subject to an overdraft fee.

Account Access at Automated Teller Machines

You may use any of your Business Debit Cards (except as noted below in **Employee Debit Cards and ATM Cards**) to make the following transactions at ATMs:

- Make cash withdrawals from your checking and savings accounts.
- Get cash advances from your credit card or line of credit account. (Refer to your cardmember agreement for any cash advance fees and finance charges that may apply.)
- Deposit funds to checking and savings accounts.
- Transfer funds from your account associated with your card.
- Make payments to credit card or line of credit accounts from a deposit account associated with your card.
- Check the current balance of your linked checking, savings, credit card and line of credit accounts.
- Request a statement showing your most recent deposit account transactions. (Refer to your account fee disclosures regarding any fees for purchasing statements at ATMs.)
- Purchase stamps at participating locations.
- Make certain charitable contributions from a deposit account associated with your card.

Some of these transactions are not available at all ATMs.

Purchases at Merchants

You may use any of your Business Debit Cards (except as noted below in **Employee Debit Cards and ATM Cards**) to make purchases at Visa® merchants that accept debit cards. You may use any of your business debit cards to make purchases by entering your PIN at participating merchants. You may also get cash from a merchant, if the merchant permits. Purchases made with your card will result in debits to your "primary" checking account. These transactions will be itemized on your monthly statement, including the merchant name, location, the date of purchase and the amount of the purchase.

Returns at Merchants

Returns of purchases made with your U.S. Bank Business Debit Card are limited to \$1,500 per day.

Employee Debit Cards and ATM Cards

Business debit cards issued to employees only allow ATM deposits at an automated teller machine. They do not allow ATM cash withdrawals or cash over the purchase amount at merchants. Employee ATM cards do not have purchase access at merchants.

Other Electronic Transactions

In addition to transactions initiated by using your business debit card, there are other electronic banking transactions that you may arrange through your account. These include:

- Telephone/personal computer activated transfers of funds from your accounts with us to other accounts with us or to third parties. These include but are not limited to transfers made by telephone, text, online and mobile banking.
- Automatic transfer of funds between checking and savings accounts.
- Automatic periodic payments to third parties or us from checking or savings accounts (for example, monthly mortgage payments, installment loan payments, insurance payments, utility payments).
- Direct deposit to checking or savings accounts (for example, payroll checks, social security payments).
- Electronic check conversions from your checking account using a blank, partial or fully completed personal check at merchant locations.
- Payments made to your account through your U.S. Bank Debit Card.
- You can also use any of your Business Debit Cards to obtain a cash advance from your checking account at any Visa® member bank anywhere in the world.

FEES

We will charge you fees for electronic fund transfers in accordance with the information found in our *Business Pricing Information* brochure. The fees may be changed at any time, subject to our giving you any notice required by law.

ATM Surcharges. When you use an ATM that is not identified as ours with the U.S. Bank name, you may be charged a fee by the ATM operator or any network used to complete the transfer.

USING YOUR CARD FOR INTERNATIONAL TRANSACTIONS

You may use your business debit card for retail purchases with international merchants, for international cash advances and all transactions performed at international ATMs that bear any of the network logos found on your card. Refer to our *Business Pricing Information* brochure for fee information. (We may block transactions in certain foreign countries. Call us at 800.673.3555 for more information.) Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered international transactions under the applicable network rules, in which case we will add International Processing Fees to those transactions. U.S. Bank does not control how these merchants, ATMs, and transactions are classified for this purpose. If the transaction requires a currency conversion, the exchange rate in effect when processed may differ from the rate in effect on the date of the transaction or the date of the posting to your Account.

Transactions processed through the Visa® system will be converted according to the applicable rules established by Visa®. The foreign currency transaction will be converted to U.S. Dollars by multiplying the amount of the foreign currency times (a) a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. For transactions processed through other networks, the international currency transaction will be converted by that network in accordance with their rules.

Additional fees may apply. If you need to contact us about your card while outside of the United States, call us collect at 503.401.9991.

BALANCE REQUIREMENTS

Transactions using your business debit card will be completed only if sufficient funds are available in the applicable account balance, overdraft protection or other linked credit facility to fully perform the transaction.

UNAUTHORIZED TRANSACTIONS AND LOST OR STOLEN CARDS AND SECURITY

You are solely responsible for maintaining the security of your business debit cards and PINs and their use by you and your employees and other agents. You shall be liable for the acts of your employees and agents related to your business debit cards, including business debit card applications and other service requests. If you provide another person with the means to perform transactions related to your accounts using your business debit card or PIN, any resulting transactions will be treated as if they were performed and authorized by you.

You are generally protected from all liability for unauthorized use of your business debit card.

The U.S. Bank Zero Liability policy is subject to certain conditions. If we determine that the unauthorized transaction was caused by your gross negligence or fraud, the U.S. Bank Zero Liability policy will not apply. You still need to report the loss or theft of these cards, PINs, and any unauthorized transactions to us as soon as you can. This is necessary so you can get any unauthorized transactions reversed, prevent further unauthorized transactions, and avoid liability for subsequent purchases we could have prevented had you given us notice.

You must report an unauthorized debit card transaction to us within a reasonable time, not to exceed 60 days, from the day we send or make your account statement available to you on which an unauthorized transaction is first reported. If you fail to give us notice of an unauthorized debit card transaction within 60 days of when we first deliver a statement to you that discloses that unauthorized transaction, you will be liable for all debit card transactions that occur after that 60 day period expires if we could have prevented such transaction had you reported it to us within the 60 day period.

Please be aware that consumer rights governed by the Electronic Fund Transfer Act do not apply to business accounts and we are not liable to reimburse you for unauthorized or erroneous transactions that may occur on your business account via electronic fund transfer.

If you believe that an erroneous or unauthorized transaction has occurred using your business debit card, or if your card has been lost or stolen, or if you want to cancel a business debit card issued to you or your employee/agent, or if you want to change your PIN, you must immediately telephone us at:

U.S. Bank Fraud Liaison Center

877.595.6256

SAFE DEPOSIT BOX LEASE AGREEMENT

This Safe Deposit Box Lease Agreement ("Safe Deposit Box Agreement") applies if you have rented a safe deposit box from U.S. Bank. It completely replaces any earlier lease or rental terms. The words "we," "our," and "us" refer to U.S. Bank, and the words "you" and "your" refer to each and all of the renters of that safe deposit box.

Insurance. Safe deposit boxes and their contents are **not** covered by FDIC-Insurance or U.S. Bank's insurance policy. The Federal Deposit Insurance Corporation (FDIC) insures deposits in deposit accounts. Safe deposit boxes are considered storage space provided by the bank and do not fall under these insurance laws. Therefore, when considering whether to rent a safe deposit box, please check with your personal insurance carrier to determine whether safe deposit box contents are covered under your existing policy or if you will require additional insurance.

Term. The box is rented for a one-year period payable in advance. If you signed a safe deposit contract, then that one-year period begins on the date of that contract. Otherwise, the period ends on the due date shown on your safe deposit statement. This lease will be automatically renewed for a one-year term each time it expires unless you or we terminate as provided below or unless you fail to pay the rental amount for the renewal term in advance.

Rental Fees. We reserve the right to change the safe deposit box rental amount for any renewal term by billing you for the changed amount. Your rent, along with any tax that might be due, is payable in advance before the beginning of any renewal period. If we do not receive your rental payment or any other amount you owe us within 15 days after it is due, it may be charged against any deposit or credit account you have with us. Also, you agree to give us a lien on all contents of the box for any rent or other amount that you may owe us. You also agree to pay the fees outlined in the Safe Deposit Box Fees schedule, as shown in the *Consumer Pricing Information* brochure, which

may be amended from time to time and are a part of this Safe Deposit Box Agreement. You agree to pay the late payment fee if you do not pay when due. We also reserve the right to charge fees for any changes or other activity in connection with your box.

Our Duty. Our duty is to use reasonable care to prevent anyone from opening the box other than you or your appointed deputy (agent) or court-appointed representative, except as we may otherwise be required or permitted by law. You, your deputies (agents), or other designated representatives agree to comply with our requirements for accessing the box.

Keys. You must immediately notify us if you lose one or more keys, or the combination, to your box. You also agree, in such a case, to pay all the expenses of opening the box, changing the lock, and replacing the keys.

Items Stored. You agree not to store any:

- guns, ammunition, explosives, or other items we may believe to be dangerous, or
- liquids, or
- items that we may conclude would interfere with the operation of the safe deposit vault, or
- property the possession of which would be a violation of law.

If we know or have reason to suspect you store these items, we may turn the box's contents over to the police or other legal authorities, or permit those authorities to inspect the box's contents, including any items stored in violation of this lease.

Access. If you are late making any payment due under this Safe Deposit Box Agreement, we can deny you access to the box. We may also deny access as required by law or if we reasonably believe we may be so required, or if there is a dispute over ownership or access rights, or if we have a reasonable doubt as to who is entitled to access.

If you die, become bankrupt, or are incapacitated, we may permit access to the box to the persons, and for the purposes, as the law allows or requires. You agree that if anyone having access to the box dies, you will give us notice of that death and provide documentation as required by State law before you seek access to the box. If we allow access to the box, and except as otherwise required by law, we have the right to require all owners (or their legal representatives) to be present. We reserve the right to charge a fee for access to the box.

If we know or have reason to suspect you store items in this box in violation of this Safe Deposit Box Agreement, we may block access to the box pending an investigation.

Deputies (Agents). You may appoint another person or persons, except for one of our officers or employees, as a deputy (agent) on your box. To appoint a deputy (agent) the individual renter or all joint renters must be present, along with the deputy, to sign the revised Safe Deposit Box contract. The renter or any co-renter may independently revoke the deputy appointment by signing the Access Revoked section of the deputy designation area of the contract. Deputies are permitted to access or close the safe deposit box without the presence of the renter(s). We may admit any deputy (agent) to the box until we either: (1) receive your authorization to revoke the deputy by signing the Access Revoked section of the contract, or (2) receive notice of the death or incapacity of the renter or one of the co-renters who appointed the deputy. You agree to be responsible for the actions of your deputies (agents) and to hold us harmless against any of their actions.

Joint Rental. If there is more than one renter on the safe deposit box, each person will have access to the safe deposit box. Each of you has the right to exchange the box or terminate the lease (surrender the box), and consent to an increase in box rent. Each of you will be liable for the full amount of payment due under this Safe Deposit Box Agreement.

Corporate and Other Organization Renters. A business safe deposit box may be rented to any Sole Proprietorship, Partnership, Association/Organization, or Corporation. In order to open a box in a business name, the business must provide appropriate legal documents (e.g., Articles of Incorporation, Partnership Agreement) and complete a 'Business Safe Deposit Box Resolution'. Entry to the box will only be permitted to those parties you authorize based on the documentation we have on file. We reserve the right to require a new contract to be created and a new 'Business Safe Deposit Box Resolution' if authorized signers change on a business owned box.

Vault Hours. Our vault is open only on banking days during our regular business hours or only during such other hours as we may set. In addition, we have the right to close or deny access to the vault temporarily if, in our judgment, it would be prudent to do so. For example, an event where we may deny access to the vault may include fire, unusual crowds, national emergency, malfunction of the vault door, and inclement weather.

Location. You agree that if we close the bank office or the safe deposit vault at the office where your box is located, you authorize us to move the box to another branch of the bank or we may require you to exchange your box for one at another branch of the bank. Upon acceptance of that exchange, you agree to move the contents from the old box to the new box within 30 days from receipt of notice from us. If you do not accept the exchange, then the lease shall be treated as terminated by us. In either case, you will remove the contents from the old box and return all keys or the combination to us in person within that 30-day period.

Mailing Address. You must notify us immediately in writing if you change your mailing address. We will regard the last address you have given us in our safe deposit vault record as correct, unless you have notified us in writing of any changes.

Escheat. You understand and agree that, should your box remain in a delinquent payment status for a length of time designated by law, we may have to turn over the contents of the box to the state. You further agree that we continue to have a lien on all contents of the box for any rent or other amount that you may owe us.

Notice. Any mailed notice that we may give to you shall be effective upon our putting that notice in the mail.

Termination. We may terminate this lease by giving you 30 days' written notice, whether or not you have paid all amounts due to us. During that period, you must return all keys or the combination to us. You must also remove the contents of the box and pay past due rent or other amounts, if any. We will then give you a prorated refund of any rent you may have paid in advance. If you do not surrender all keys or combination in person and pay all amounts due when the lease expires or is terminated, we may forcibly open the box in accordance with applicable law and remove and store its contents for you at your expense. We may turn over to the police or other legal authorities, or permit those authorities to inspect, any item stored in violation of this lease. We will have no liability for the safekeeping of any contents. We will charge rent even after the lease is terminated, until you return all keys or combination to us.

If you wish to terminate this lease, you must remove all contents of the box, surrender all keys or the combination to us, and sign the surrender portion of the Safe Deposit Box contract. However, you will not receive a refund of any rent you have paid.

Changes in Terms. We may change the terms of this Safe Deposit Box Agreement by mailing you notice of the changes, publishing them in a newspaper, or posting them in our bank office. The changes shall become effective 15 days after such mailing, publishing or posting, unless before that 15th day you remove all contents from the box and surrender the box to us by returning all keys or the combination to us. You shall then be entitled to a refund of any unearned rent.

Liability. Although your safe deposit box is designed to be fire- and water-resistant and burglar-resistant, we do not guarantee absolute safety, nor are we liable for any contents which are claimed to be lost. Except for the duty specifically stated above, we have no liability for any damage to the contents of your box even if the damage resulted from our negligence. Under no circumstances do we serve as a bailee of anything you may put in it. You also agree to keep money, jewelry and other untraceable items in the box at your own risk.

Our Costs and Losses. You agree to reimburse us, upon our request, for any amounts we incur in connection with the removal and storage of box contents for which rent has not been paid, any failure to return all keys or combination upon termination, or lawsuits related to your box.

ARBITRATION

This section does not apply to any dispute in which the amount in controversy is within the jurisdictional limits of, and is filed in, a small claims court. These arbitration provisions shall survive closure of your account or termination of all business with us. If any provision of this section is ruled invalid or unenforceable, this section shall be rendered null and void in its entirety.

Arbitration Rules: In the event of a dispute concerning your account or this Agreement, you or we may elect to arbitrate the dispute. At your election, the arbitration shall be conducted by either JAMS or the American Arbitration Association ("AAA") (or, if neither of these arbitration organizations will serve, then a comparable substitute arbitration organization agreed upon by the parties or, if the parties cannot agree, chosen by a court of competent jurisdiction.) If JAMS is selected, the arbitration will be handled according to its Streamlined Arbitration Rules unless the claim is for \$250,000 or more, in which case its Comprehensive Arbitration Rules shall apply. If the AAA is selected, the arbitration will be handled according to its Commercial Arbitration Rules. You may obtain rules and forms for JAMS by contacting JAMS at 1.800.352.5267 or www.jamsadr.com and for the AAA by contacting the AAA at 1.800.778.7879 or www.adr.org. Any arbitration hearing that you attend will take place in the federal judicial district in which you reside. Without regard to which arbitration body is selected to resolve the dispute, any disputes between you and us as to whether your claim falls within the scope of this arbitration clause shall be determined solely by the arbitrator, and not by any court.

Arbitration Process: Arbitration involves the review and resolution of the dispute by a neutral party. The arbitrator's decision will generally be final and binding. At your request, for claims relating to consumer accounts, we will advance the first \$375 of the filing and hearing fees for any claim you file against us; the arbitrator will decide whether we or you will ultimately pay those fees. Arbitration can only decide our or your dispute and cannot consolidate or join claims of other persons who may have similar claims. There will be no authority or right for any disputes to be arbitrated on a class action basis.

Effects of Arbitration: If either of us chooses arbitration, neither of us will have the right to litigate the dispute in court or have any other legal remedy. In addition, you will not have the right to participate as a representative or member of any class of claimants, or in any other form of representative capacity that seeks monetary or other relief beyond your individual circumstances, pertaining to any dispute subject to arbitration. There shall be no authority for any claims to be arbitrated on a class action or any other form of representative basis. Arbitration can only decide your or our claim, and you may not consolidate or join the claims of other persons who may have similar claims, including without limitation claims for public injunctive or other equitable relief as to our other customers or members of the general public. Any such monetary, injunctive, or other equitable relief shall be limited solely to your accounts, agreements, and transactions with us. Notwithstanding the foregoing, any question as to the validity and effect of this class action waiver shall be decided solely by a court of competent jurisdiction, and not by the arbitrator.

U.S. BANK CONSUMER RESERVE LINE AGREEMENT

Interest Rates and Interest Charges	
Annual Percentage Rate	21.9%
Paying Interest	Your due date is 20 days after the close of each billing cycle. There is no interest-free period.
Fees	
Annual Fee	None
Penalty Fees • Late Payment	\$20

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See your account agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in the account agreement.

This Reserve Line Agreement ("Reserve Line Agreement") describes the U.S. Bank Consumer Reserve Line account. This is an open end line of credit that is (or can be) attached to a U.S. Bank checking account and provides "overdraft" protection (up to your credit limit).

If you accept the offer of a Reserve Line (overdraft protection) feature for your checking account, you agree to the terms below. Your acceptance will be further evidenced and confirmed the first time you access the account or by failing to cancel this account within 30 days after we mail notice to you of the creation of the account.

DEFINITIONS

In this Reserve Line Agreement, the words, "YOU" and "YOUR" mean the borrower(s) under this Reserve Line Agreement who are also the account holders of the associated deposit account. If there is more than one, these words mean each borrower separately and all borrowers jointly. Your address, telephone number, and other identification information are as recorded in the associated deposit account records. You confirm that such deposit account information is accurate, and you promise to keep it so.

"WE" and "OUR" mean U.S. Bank.

The "associated deposit account" is the deposit account to which this line of credit account is attached.

Your credit limit under this Reserve Line Agreement will be provided to you by separate notice.

The account number we give you for your deposit account will be the same number for your line of credit.

USE OF ACCOUNT

You can access this line of credit by requesting a withdrawal from your associated deposit account that, if allowed, would create an overdraft to that account (but for an advance under this Reserve Line Agreement).

This means you can access the line of credit by any method by which you can access your associated deposit account. Therefore, if you can access your deposit account through an ATM card, check, debit card, online transaction, preauthorized withdrawal, telephone or any other method of withdrawal, then you can access this line of credit by such method.

Your access to this line of credit is also subject to any limits on your ability to access your deposit account as well. (For example, your ATM machine daily withdrawal limit will indirectly limit your access to the loan account by that method of withdrawal.)

U.S. BANK OVERDRAFT PROTECTION

This section is part of the Agreements only if you have specifically requested and have obtained an Overdraft Protection Plan by linking the Account with a designated U.S. Bank personal checking account ("checking account"). An "Overdraft Protection Advance" is an advance of funds to your designated checking account from this Account that will help cover overdrafts on your checking account. Any Overdraft Protection Advance will post and be charged interest as an Advance drawn on the Account. Please refer to the U.S. Bank Deposit Account Agreement (entitled, "Your Deposit Account Agreement") for full Overdraft Protection Plan terms and the *Consumer Pricing Information* Brochure for fees that apply for Overdraft Protection Advances. We may cancel Overdraft Protection privileges under the Account, even if the Account remains open for other purposes.

CREDIT LIMIT

You agree not to allow your unpaid principal balance to exceed your credit limit.

If you attempt a withdrawal that would cause you to exceed your credit limit:

- we are under no obligation to make the loan; if we reject the advance, you will incur the fee on the deposit account for an insufficient funds item;
- if we make the loan and you thereby exceed your credit limit, this does not increase your credit limit, and we are not obligated to permit you to exceed your credit limit later; and
- if we make the loan, the excess over your limit is immediately due, can be taken from your deposit account when funds are available and, if not sooner paid, you agree to increase your next periodic payment by the amount you exceed your credit limit.

CREDIT REVIEW

We may periodically review your creditworthiness. In doing so, we may review your credit reports and any other credit information that we believe to be relevant. We may request, and you agree to provide, any information regarding your financial condition that we believe appropriate for purposes of this review.

We reserve the right to periodically re-evaluate your account and, based on our credit criteria for determining the likelihood of repayment, increase or decrease your credit limit.

STATEMENTS

Your billing cycle for this account is monthly. Each billing cycle in which there is a transaction or a balance we will send you (or make available) a statement which will show all loans, finance charges, payments and credits made to your account during the billing cycle and the date and amount your minimum payment is due.

PAYMENT

You may repay your entire balance at any time, but if you do not, you must make a minimum monthly payment that will be equal to the greater of:

- \$25.00 or the remaining balance, if less; or
- 1% of your principal plus accrued interest and fees.

If your loan balance is over your credit limit, your minimum monthly payment will be as described above increased by the amount your balance exceeds your credit limit.

AUTOMATIC PAYMENT

You authorize us to automatically deduct your minimum monthly payment from your associated deposit account on the due date shown on your statement. It is your responsibility to ensure that there are sufficient available funds in that deposit account to cover the minimum monthly payment due. If you do not have sufficient funds in your associated deposit account to make your minimum monthly payment, and we do not receive your minimum monthly payment by the payment due date, you will be charged a late payment fee of \$20.00.

APPLICATION OF PAYMENTS

All payments will be applied first to any unpaid Finance Charges that have accrued through the end of the preceding billing cycle, then to any other charges, and then the unpaid principal balance.

If we cannot collect on your check or other payment item you send us to pay on your Account, we may post as an Advance transaction an amount equal to the credit previously given to you for such check or payment item and we may charge interest on this amount from the date your Account originally was credited for the payment. After a payment has been made, we reserve the right to withhold available credit in the amount of the payment for 7 business days. Any credit available before the payment is made will continue to be available for use during this time.

INTEREST CHARGES AND FEES**Fees**

- **Late Payment Fee:** If we do not receive your minimum monthly payment by the due date, you will be charged a late payment fee of \$20.00.

Interest Charge

You agree to pay an INTEREST CHARGE on the unpaid balance of your U.S. Bank Consumer Reserve Line loans beginning on the date the funds are advanced to your checking account. We determine the INTEREST CHARGE for the billing cycle by taking the applicable daily periodic rate of 0.06% (corresponding **ANNUAL PERCENTAGE RATE** of 21.9%) and multiply that rate by the number of days in the billing cycle and multiplying that result by the Average Daily Balance for the billing cycle.

Average Daily Balance

We determine your Balance Subject to Interest Rate by using the dates and balances provided in the Reserve Line Balance Summary section of your monthly statement. The date next to the first Balance Subject to Interest is day one for that balance and is applicable up to (but not including) the date of the next balance (if there is one). We multiply the Balance Subject to Interest by the number of days it is applicable and add them up to get the same number of days in the billing cycle. We then divide the result by the number of billing days in the cycle. This is your Balance Subject to Interest Rate. Any unpaid interest charges and unpaid fees are not included in the Balance Subject to Interest. The INTEREST CHARGE begins from the date of each advance.

APPLICABLE LAW

You understand that we are a national bank located in Ohio. The law that will apply to this Reserve Line Agreement as to issues related to interest and related charges will be the law of the State of Ohio.

SECURITY INTEREST IN ASSOCIATED DEPOSIT ACCOUNT

You grant to us a security interest in the associated deposit account to secure the payment of this line of credit.

For purposes of this security interest, you and we agree that the law of the state of North Dakota will control as to the creation, perfection, and effect of perfection of the interest granted in this paragraph.

ADDITIONAL PARTIES

You shall not add a person to your deposit account with authority to make withdrawals unless that person agrees to assume responsibility for this Reserve Line Agreement, including any outstanding balance at that time, unless you pay off any balance and terminate this Reserve Line Agreement.

FOR EXECUTIVE OFFICERS

Notwithstanding any other provision of this Reserve Line Agreement, we have the option to terminate this account and make the entire outstanding balance immediately due and payable if:

1. You are or become an executive officer of ours, and
2. Your indebtedness to any bank or number of banks, in the aggregate, exceeds the amount (in any regulated category) permitted to an executive officer under Federal law.

"Federal law" includes regulations and interpretations of federal agencies. "Your indebtedness" includes any debts attributed to you by Federal law.

DEFAULT

You will be in default on this loan:

1. If your associated deposit account is assigned to a branch in **Iowa**, you fail to make a payment in full within 10 days of when it is due;
 2. If your associated deposit account is assigned to a branch in **Wisconsin**,
 - a. You fail to pay in full when due on 2 occasions within any 12-month period; or
 - b. Your spouse sends us notice of termination of this plan;
 3. If your associated deposit account is assigned to a branch in any other state (neither Iowa nor Wisconsin) you fail to make a payment in full when it is due;
- Or, regardless of the state of the branch to which your associated deposit account is assigned,**
4. You fail to keep any other promise in this Reserve Line Agreement or the associated deposit account, and that failure materially impairs your ability to pay amounts due under this Reserve Line Agreement.

If any of you are in default on this Reserve Line Agreement we may exercise our remedies against any of you separately or all of you together.

REMEDIES: YOUR RIGHTS IF YOU DEFAULT

The remedies we have in the event of your default are, in some states, dependent on a limited right to cure a default, and to get notice of that right. We will provide the notice, which will explain your limited right, and permit you to cure a default, if and when required by state law.

If you are in default (and subject to any right to cure) we may:

- require you to pay the entire unpaid balance of principal and accrued interest before the scheduled due date;
- set off the debt against any amount we may owe you in the associated deposit account or any other deposit account interest you may have with us;
- enforce our security interest, if applicable;
- terminate or suspend your right to further advances under this Reserve Line Agreement; and
- pursue any other method permitted by law to collect a debt.

COSTS OF COLLECTION

You agree to pay the costs we incur to collect this debt in the event of your default. In the event we have to collect this note through your bankruptcy proceeding, voluntary or otherwise, and without regard to your state of residence, these costs will include our reasonable attorney's fees, for an attorney who is not our salaried employee, in the bankruptcy proceedings.

The following additional fees and issues will depend on where you reside at the time this line of credit is signed. (If attorneys' fees are permitted, this would be for attorneys who are not our salaried employees.)

In **Arizona, Illinois, Kentucky, Michigan, Minnesota, Montana, Nevada, Pennsylvania, South Dakota, Tennessee, Utah, Virginia, Washington and Wyoming** these costs will include our reasonable attorney's fees.

In **Arkansas**, these costs will include our reasonable attorney's fees not to exceed 10% of the amount of principal and accrued interest.

In **Colorado**, these costs will include our reasonable attorney's fees not to exceed 15% of the unpaid debt after default.

In **Idaho**, these costs will include our reasonable attorney's fees. This provision for attorney's fees does not apply if this loan is a consumer loan with a principal amount of \$1,000.00 or less.

In **Indiana**, these costs will include our reasonable attorney's fees; and in any collection efforts, we waive any relief we might be entitled to from evaluation and appraisal;

In **Iowa**, if the credit limit is greater than \$25,000 then these costs include our reasonable attorney's fees to collect this note, including such fees on appeal.

In **California, Nebraska, North Dakota, Ohio, Oregon and West Virginia** these costs will not include attorney's fees.

In **Kansas**, these costs will include our reasonable attorney's fees or collection agency fees, up to 15% of the unpaid amount due and payable under this note. We are entitled to the collection of attorneys' fees or collection agency fees, but not both. This provision is applicable only if collection is handled by someone other than a salaried employee of ours.

In **Missouri**, these costs will include our reasonable attorney's fees, if it is necessary to bring suit, of 15% of the amount due and payable under this note.

In **Oklahoma**, these costs will include our reasonable attorney's fees not to exceed 15% of the unpaid debt after default; this provision for attorney's fee does not apply to certain supervised loans as provided in Okla. Statutes 14A §3-514.

In **Wisconsin**, you agree to pay the charges we incur as authorized by Wis Stat Chaps. 421 to 427.

DELAY IN ENFORCEMENT

We can delay enforcing our rights under this Reserve Line Agreement without losing them and we will still be able to recover all amounts you owe us. We can also release one borrower from the responsibilities of this Reserve Line Agreement without releasing any other.

CANCELING OR AMENDING THIS RESERVE LINE AGREEMENT

We may cancel or amend this Reserve Line Agreement at any time by notifying you at least 15 days (or such longer period as required by law) in advance in writing. Where permitted by law, the changes will apply to all existing and future balances. You have the same right to cancel for any reason or if you do not agree with our amendment, but your obligation to repay the amount owed continues. If more than one rate applies to your account, we will apply payments to the oldest rate's unpaid Finance Charge and unpaid principal balance first.

FINANCIAL STATEMENTS

When we agree to make loans to you, we are relying on information you gave us on your application. You guarantee that this information is true and correct and that any information you give us in the future will also be true and correct.

You agree to provide us with additional financial statements as we may reasonably require. You agree that annual statements of this nature are reasonable, and that such annual statements may be used to adjust the credit limit for this account.

CONSUMER REPORT DISPUTES

If you believe we have inaccurately reported information on your credit history to a Consumer Reporting Agency (CRA), you may submit a dispute by calling 1.844.624.8230 or by writing to:

U.S. Bank, Attn: CRA Management, P. O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.

YOUR BILLING RIGHTS - KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT

If you think your statement is wrong, or if you need more information about a transaction on your statement, you must write us (on a separate sheet) as soon as possible at:

**U.S. Bank
P.O. Box 64991
St. Paul, MN 55164-9505**

In your letter, you must give us the following information:

- Account Information: Your name and account number.
- Dollar Amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

You have authorized us to automatically deduct payments from your checking account to apply on your line of credit. You can stop payment on any amount which you think is wrong by mailing your notice so that we receive it three business days before the payment is scheduled to occur.

WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

1. If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
2. If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

DISCLAIMER OF ORAL AGREEMENTS

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

Spousal notices: Wisconsin Residents Only:

Married Borrower: The obligation evidenced by this note is incurred in the interests of your marriage or family.

ACCEPTANCE

I accept the terms of this agreement. My acceptance will be further evidenced and confirmed the first time I access the account created and explained in this form, or, by failing to cancel this account within 30 days after you have mailed this disclosure to me (if I have not accessed the account before then).

U.S. BANK BUSINESS RESERVE LINE AGREEMENT

ATTACHMENT 2

In this agreement, "I" "me" or "my" refers to the customer who has applied for or accepted a pre-approved offer for a U.S. Bank Business Reserve Line account (the "account"). "You" or "your" refers to U.S. Bank. "Applicant(s)" refers to the person or persons who requested the account on my behalf. "We" "our" or "us" refers jointly to me and each of the individual applicants. Use of the account or not canceling the account within thirty days after receipt of credit approval indicates our acceptance of the terms outlined below, including the personal guaranty by each of the applicants. "Credit limit" refers to the amount you disclose to me by separate communication as my credit limit. It is the maximum amount of money I am able to borrow under this agreement. "Checking account" means the checking account listed on my application or my pre-approved offer for the account. If you agree to make loans to me, you may rely on information, which I have submitted to you. We guarantee that this information is true and correct.

1. Persons Liable For the Account. We agree that we are jointly and severally liable for amounts due under the account. This liability extends to account balances due by the use of the account by (a) any person authorized to draw on the checking account (for account access by check overdraft) or (b) any person requesting an advance by other permitted means and believed by you to be authorized by me to request an advance, regardless of whether or not actually authorized by me to access the account. Any use of this account constitutes acceptance of the terms of this agreement for which we will each be responsible.

2. Guaranty. Applicant agrees to be personally responsible for any credit granted under the terms of this agreement. Each applicant is a co-obligor with the customer and is primarily, jointly, and severally liable for the obligations of the customer.

3. Using the Account. You agree to make loans to me under the account. I may request a loan by overdrawing my checking account, by phone, in person, by debit card or in any other way you approve. You will make each loan by advancing money in units of \$200 into my checking account. A request for a different amount will be rounded to the next higher \$200 but not more than the unused portion of my credit limit.

4. Credit Limit. We agree not to allow our unpaid principal balance to exceed my credit limit. Although you are not required to lend me any amount over my credit limit, you may make a loan if you choose. If I go over my credit limit, you may treat it as a loan under this account, except that we must repay any amount in excess of our credit limit immediately without notice or demand from you.

5. Business Purpose. Advances by U.S. Bank will be used exclusively for business purposes, and not for any personal, family, or household purposes.

6. Credit Review. You may periodically review our creditworthiness. In doing so, you may review our credit reports and any other credit information that you believe to be relevant. You may request, and we agree to provide, any information regarding our financial condition that you believe appropriate for purposes of this review. You reserve the right to periodically re-evaluate my account and, based on your credit criteria for determining the likelihood of repayment, increase or decrease my credit limit, including reducing my credit limit to zero.

7. Statements. Each month my regular checking account statement will contain a Business Reserve Line account section. It will state all loans, payments, credits, and finance charges during the billing cycle and the date my minimum payment is due.

8. Payments. We jointly and severally promise to pay you all amounts loaned under this account plus finance charges and any other amounts we may owe you. If my statement shows a balance due, I may: (a) pay the full amount; (b) make the minimum payment based on the standard rate; (c) make a fixed payment based on the standard minimum rate for a fully utilized credit limit; (d) elect the Zero Balance Option (if available to me) by authorizing you to debit my Demand Deposit Account daily to make payment on my Business Reserve Line account balance. On the day my normal payment is due, if the total of the daily payments taken is less than the minimum standard payment, I authorize you to debit the balance due to meet the minimum payment required from my Demand Deposit Account; (e) elect to use my skip payment option (if available to me); or (f) pay any amount greater than the minimum payment due. The minimum payment will be due on or before the day indicated on my monthly statement, and will be equal to the greater of \$25.00 or 3% of the balance due. If less than \$25.00 remains due, we will pay the full balance. For example, if I owe \$1500.00, my minimum monthly payment would be \$45.00. If any of us is an Executive Officer as defined by Regulation 'O', we understand you reserve the right to require us to repay on demand, either in whole or in part, the principal amount outstanding on loans made under this account.

9. Interest Charge. You will charge an interest charge for each day a balance is outstanding on the account. The interest charge begins to accrue on the date each loan posts to the account and will continue until paid in full.

The ANNUAL PERCENTAGE RATE of interest applicable to the account shall be a fixed rate of 21.9%.

10. BALANCE COMPUTATION METHOD

You determine my Balance Subject to Interest Rate by using the dates and balances provided in the Reserve Line Balance Summary section of your monthly statement. The date next to the first Balance Subject to Interest is day one for that balance and is applicable up to (but not including) the date of the next balance (if there is one). You multiply the Balance Subject to Interest by the number of days it is applicable and add them up to get the same number of days in the billing cycle. You then divide the result by the number of billing days in the cycle. This is my Balance Subject to Interest Rate. Any unpaid interest charges and unpaid fees are not included in the Balance Subject to Interest. The INTEREST CHARGE begins from the date of each advance.

11. Annual Fee. An annual fee of \$20 will be debited the first statement cycle date after account initiation and annually thereafter from my checking account. This annual fee will not be pro-rated if the account is closed during the year.

12. Default. We will be in default if: (a) we do not make a payment on time; or (b) we violate any provision of this agreement or any other agreement between us and U.S. Bank or (c) any of our checking accounts with you is garnished, levied against, or is closed for any reason; or (d) an Applicant dies; or (e) any of us becomes insolvent, assigns any property for the benefit of creditors, or goes into bankruptcy, receivership or anything similar; or (f) any of us fails to provide a financial statement, tax returns or any other financial information that you may reasonably request; or (g) any of us gives you any false information or acts dishonestly in connection with this account; or (h) anything happens which you feel increases the risk that any payment will not be made on time.

13. Restriction – Payroll Accounts. We understand and agree that we may not use our Business Reserve Line account for paying employee wages. We further acknowledge that you do not authorize or allow such uses, and that to use the account directly or indirectly for employment compensation is a violation of this agreement.

14. Remedies. If any of us is in default, you will give me notice of my right to cure the default if required by law. If we do not cure the default within the time stated in the notice, you may: (a) declare the entire balance of this account immediately due and payable without demand or notice to us; or (b) exercise any legal remedy available. Your remedies include, but are not limited to, exercising your right of setoff against any deposit account any of us has with you or your affiliates. We also agree to pay any attorney's fees, legal expenses, and costs incurred by you in enforcing this agreement, except as prohibited by law. We understand that if you choose to pursue one or more of these remedies, you are not waiving the right to choose later any other remedy until this account is paid in full. You can delay enforcing your rights under this agreement without losing them and still recover all amounts owed.

15. Deposit Account Security Interest. Unless it is prohibited by law, we give you a security interest in any deposit account we may at anytime have with you to secure this account. If the entire balance of this account becomes due, you may use such funds on deposit to pay this account. If the deposit is a time deposit, any early withdrawal penalty would not go to pay the account balance. If you take any funds or place a hold on funds to enforce a security interest in my deposit account, you will give me notice and right to cure as required by law. If you give me that notice, we will not have a claim against you for wrongful dishonor of checks written against our accounts or for any other damages to us arising from a hold on, or taking of funds.

16. Governing Law. The validity, construction and enforcement of this agreement are governed by the internal laws of the state in which you are located. If any other provision of this agreement violates the law and is unenforceable, the rest of the agreement will remain valid.

17. Canceling or Amending this Agreement. You have the right to cancel for any reason or amend this agreement at any time, by notifying me 15 days in advance in writing. Unless prohibited by law, the changes will apply to all existing and future balances. If I am in default, you can cancel use of this account without notifying me. I have the right to cancel for any reason at any time, but our obligation to repay the amount owed remains. You may at any time review my account and based on credit criteria for determining the likelihood of repayment of my account, reduce or cancel the use of my account.

18. CELLULAR PHONE CONTACT POLICY. By providing U.S. Bank with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications - including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system - from U.S. Bank and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

WARNING: The terms of this revolving loan account may be changed whether or not authorized by agreement in accordance with the Uniform Consumer Credit Code or other applicable law.

To borrowers whose accounts are assigned to a branch in Missouri specifically, and to all borrowers generally.

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

Spousal notices: Wisconsin Residents Only:

Married Borrower. The obligation evidenced by this note is incurred in the interests of your marriage or family.

U.S. Bank 24-Hour Banking

Cincinnati Metro Area:	513.632.4141
Denver Metro Area:	303.585.8585
Milwaukee Metro Area:	414.765.4636
St. Louis Metro Area:	314.425.2000
Minneapolis/St. Paul Metro Area:	612.USBANKS (872.2657)
Portland Metro Area:	503.USBANKS (872.2657)
All Other Areas:	800.USBANKS
	Outside the U.S.
	503.401.9991 (call collect)

U.S. Bank Business Service Center

Monday - Saturday:	7:00 a.m. to 9:00 p.m. CST
Minneapolis/St. Paul Metro Area:	651.244.7770
All Other Areas within the U.S.:	800.673.3555
Outside the United States:	503.401.9992

U.S. Bank Fraud Liaison Center

877-595-6256

U.S. Bank accepts relay calls.

Depository: U.S. Bank National Association
Depositor: _____
Agent of Depository: U.S. Bank Institutional Trust & Custody
Auditor: _____

ATTACHMENT 2

CONTRACT FOR DEPOSIT OF LOCAL AGENCY FUNDS (Active and Inactive Deposits)

No.	Complete All Applicable Blanks
(a)	\$ 44,609,208,000.00 (Depository's net worth)
(b)	\$ 14,285,115,000.00 (Depository's paid-up capital and surplus)
(c)	Agent of Depository: <u>U.S. Bank Institutional Trust & Custody</u>
(d)	Security Safekeeper: <u>U.S. Bank Institutional Trust & Custody</u>

The undersigned designated as "Treasurer", acting in the official capacity and for the Depositor named below (herein called Treasurer), and the undersigned designated as "Depository" (herein called Depository), agree as follows:

1. Representations: Treasurer proposes to deposit moneys in Treasurer's custody with Depository from time to time. At no time will the amount of deposit exceed the lesser of Depository's paid-up capital and surplus or Depository's net worth. In Treasurer's judgment this contract is to the public advantage. Depository represents that as of the date hereof, its net worth and the total of its paid-up capital and surplus are not less than the amounts shown at (a) and (b) above.

2. Governing Law and Compliance: This contract is entered into pursuant to Cal. Govt. Code §53649, and the parties will comply in all respects with, and all deposits hereunder shall be governed by, Title 5, Division 2, Part 1, Chapter 4, Article 2 of the Cal. Govt. Code and all other provisions of state and federal law and regulations applicable to such deposits.

3. Deposit Receipt: At the time of each deposit, Depository will issue a receipt to Treasurer in form agreed to by them. The receipt shall state if and when interest is to be paid, the rate there of, the duration of the deposit and the terms for withdrawal. Each receipt shall be a part of this contract.

4. Interest: If interest is payable on a deposit it shall be paid quarterly, at such rate as Treasurer and Depository agree upon for the deposit, and computed on 360-day basis on the average daily balances of the deposit.

5. Maintaining Security - NON-REN and REN Security:
As security for deposits under this contract, Depository, at all times and pursuant to Cal. Govt. Code 53656 and 53658, will maintain with the Agent of Depository named at (c) above, eligible securities as listed in subsections (a) through (l), (n) and (o) of Cal. Govt. Code 53651 (herein called "NON-REN Security") and/or promissory notes secured by first mortgages and first trust deeds upon improved residential property in California in accordance with Cal. Govt. Code §53651.2 (herein called "REN Security"). At all times, when any of Depositor's monies on deposit with Depository under this contract are secured by NON-REN Security, the market value of such security shall be at least 10 percent in excess of the actual total amount of such monies of Depositor, and when any of Depositor's monies on deposit with Depository under this contract are secured by REN Security the value of such security shall be at least 50 percent in excess of the amount of such monies of Depositor.

ATTACHMENT 2

6. Depository's Default: If Depository fails to pay all or any part of a deposit made and secured by securities under this contract when ordered to do so in accordance with the terms of withdrawal set forth on the deposit receipt, Treasurer will notify the Administrator in writing, who then will order the necessary securities converted into money for the benefit of Depositor as provided in Cal. Govt. Code §53665.

7. Agent of Depository: The Agent of Depository has filed, with Administrator, an agreement to comply in all respects with the Cal. Govt. Code. The Agent of Depository is authorized to hold the securities maintained as provided in paragraph 5 above and to place them for safe keeping, in accordance with Cal. Govt. Code §53659, with any Federal Reserve Bank or branches thereof or with any bank named as Security Safekeeper at (d) above and located in a city designated as a reserve city by the Board of Governors of the Federal Reserve System, or with the Federal Home Loan Bank of San Francisco.

8. Depository's Rights: Depository has and reserves, as to all securities used as security for deposits under this contract, the right to: (a) add, substitute and withdraw them as provided in Cal. Govt. Code §53654, provided the requirements of paragraph 5 above are met; and (b) collect the interest thereon, except in cases when they are liable to sale or are sold or converted in accordance with Cal. Govt. Code §53665.

9. Expense: Unless otherwise agreed in writing by Treasurer and Depository, the (a) transportation of money deposited under this contract to and from Depository, (b) the transportation of securities maintained as security to and from the Agent of Depository, and (c) the handling, collecting and paying of all checks, drafts and other exchange on funds deposited under this contract, shall be without cost to Depositor. Depository shall pay for any charges for the handling and safekeeping of securities hereunder.

10. Contract Termination: This contract is effective as of this date, governs all deposits made by Treasurer with Depository on or after the date hereof, and as to such deposits, cancels and supersedes any previous like contracts between Treasurer and Depository for the deposit of moneys. Either party, upon 30 days written notice to the other, may terminate this contract as to future deposits, but not the deposits then held hereunder.

11. Notice from Administrator: In accordance with Cal. Govt. Code § 53649(h), following receipt of notice from the Administrator ("Administrator of Local Agency Security of the State of California"), Treasurer may withdraw deposits in the event Depository fails to pay the assessments, fines, or penalties assessed by the Administrator or may withdraw authorization for the placement of pooled securities with Agent of Depository in the event that Agent of Depository fails to pay the fines or penalties assessed by the Administrator.

This contract is signed in duplicate and made as of _____, 20____

DEPOSITOR

(Name) _____

(Signature) _____
Acting in official capacity

as _____
(Treasurer, Finance Director, etc.)

of _____
(Depositor)

DEPOSITORY

U.S. BANK NATIONAL ASSOCIATION

By: _____

Title: _____

By: _____

Title: _____



WAIVER OF SECURITY

TO WHOM IT MAY CONCERN,

Pursuant to Section 53653 of the Government Code of the State of California, a treasurer may, at his/her discretion, waive security for such portion of any deposits insured pursuant to federal law.

WHEREAS, deposits of commercial banks are insured to the amount established by the Federal Deposit Insurance Corporation (FDIC) (as the same may change from time to time) and are backed by the full faith and credit of the United States Government.

WHEREAS, it is to the advantage of U.S. Bank National Association, a financial institution, to increase the amount of its available collateral to secure the deposits of public accounts, and in so doing, without increasing the risk of the deposits of such public accounts.

NOW, THEREFORE, the authorized agent of _____, a public institution, hereby agrees to waive the security required by Section 53652 of the Government Code of the State of California by U. S. Bank National Association., the depository institution, equal to the amount of insurance provided by the FDIC (as the same may change from time to time). As a condition to the granting of this Waiver of Security, it is understood that U.S. Bank National Association, the above named depository institution, shall continue to maintain approved collateral security for all public deposits in excess of the amount of insurance provided by the FDIC, in accordance with Section 53652 of the Government Code.

I am authorized to waive collateral security equal to the amount of insurance provided by the FDIC (as the same may change from time to time) for deposits held by U.S. Bank National Association.

Dated: _____

Local Agency: _____

By: _____

Title: _____