



Bank of America Merrill Lynch Response to The City of Key West Request for Banking Services Proposal

SUBMITTED BY:

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March 28, 2012 | RFP # 005-12



March 28, 2012

Cheri Smith
City Clerk
The City of Key West
3126 Flagler Ave.
Key West, Florida 33040

Dear Smith:

We thank you for the opportunity to submit our response to your banking services RFP for City of Key West (hereinafter referred to as —the City. We are confident our proposal demonstrates our commitment and ability to provide the City with the highest quality of banking services.

Our own mission, to provide you the utmost in technology, efficiency, reliability and personal service, will be achieved, in part, through the following:

- **Personal Service: Assured.** We have designed an all-inclusive package of recommendations for the City's consideration. Bank of America is committed to provide financial services to governmental entities and has a specialized Government Banking division focused on delivering a comprehensive suite of innovative solutions specifically designed for entities such as the City. Your primary client team members have over 60 years of combined banking experience. This experience and institutional knowledge will offer the City an unparalleled opportunity to partner with the leader in government banking services.
- **Specialized Knowledge: Guaranteed.** We will provide the City the knowledge and experience needed to design a superior solution for you to maximize revenues, streamline transactions and improve efficiencies; all of which are critical, especially during these economic times.
- **Advanced Technology: Realized.** Our solution incorporates proven technology, presently in use by governments across the nation and the State of Florida, and easily adaptable to the City's requirements. In fact, we have over 271 relationships with other government entities in Florida, which clearly demonstrates our commitment and extensive knowledge in the Florida Government arena. However, experience is not enough – it is the successful execution of that experience that will make the difference in helping the City of Key West achieve your objectives for banking services.

We appreciate the potential opportunity to become your service provider and serve as a consultative resource for your banking and investment needs. Thank you for considering Bank of America.

Sincerely,



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Executive Summary

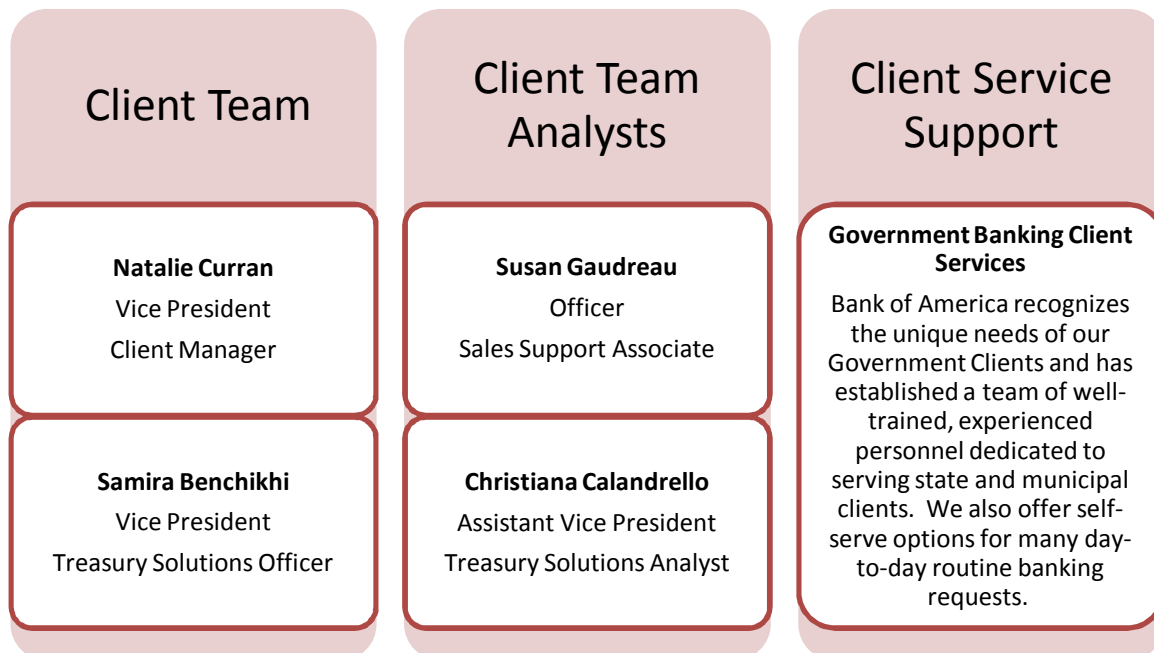
As one of the leading banks in Florida for more than 130 years, we have an unmatched capability to deliver customized treasury solutions to the City. The bank and our team of Government-specialized associates, hand selected to oversee this program – are wholly committed to building a powerful partnership with you.

Understanding the City's needs through customized, consultative customer service

Our clients are our top priority. Everything we do revolves around pleasing you and satisfying your unique objectives. We are one of the most recognized and respected names in Government banking.

Our Government division, comprised of more than 400 bankers and product specialists, makes us well positioned to continue focusing on the needs of government clients like the City. Your client team brings 53 years of combined experience serving the public sector. They will serve the needs of the City while exceeding your expectations.

Your client team includes the following:



Strength and stability of an industry leader with the personal service of a small town bank

The City will bank with one of the world's leading financial services companies. We are the #1-rated treasury solutions provider in the U.S. Our strong balance sheets, liquidity, credit ratings and tier one capital ratio clearly evidence our strength and stability. This gives us the financial wherewithal to absorb shocks in the market and continue to invest in new technologies and services to better serve the City.

While we take pride in our industry rankings, we also taking pride in not treating our clients like numbers. Your client team is your first point of contact and have been trained specifically to understand the needs of Government Entities. This ensures the answers and solutions they offer are relevant to the City's specific needs. Your Treasury Solutions Officer, Samira Benchikhi, has a deep understanding of Florida and will work by your side to exceed the City's expectations.

Setting opportunity in motion in Florida

At Bank of America Merrill Lynch, we believe in giving back to the communities and neighborhoods where we work and live. We strive toward these goals through a variety of programs, volunteer efforts, grants from the Bank of America Charitable Foundation and sponsorship of events. We support many institutions that help shape the Florida community.

As an example, in 2011 alone, we provided grants totaling just over \$1.6 million in Northeast Florida. Our associates in this region have also donated their time and expertise as board members to over 28 nonprofit organizations.

Final thoughts

In conclusion, we are excited to leverage our deep understanding of the City's treasury requirements to not only help further optimize your processes and streamline overall efficiencies, but to build a strong overall relationship. We are confident our proposal shows the value we will to provide you. Thank you for your consideration.

Local sponsorship in Florida

We believe in giving back to the communities in which we work and live. Through direct grants and our matching gifts program, the bank and our employees have directed funds to the following non-profit organizations in Northeast Florida over the past two years:

- Community Connections
- Hubbard House
- Pine Castle
- Youth Crisis Center
- Lutheran Social Services – Second Harvest Food Bank

III. Scope of Services/ Minimum Services Required

The City is looking for innovative ideas, services and products from the City's banking partner. Key considerations in the proposal review will be Customer Service, Financial Strength and Technological Innovations.

- 3.1. Must maintain its home office or a full service branch bank within the City of Key West, Florida. Please provide a street address for each bank branch in the City.**

We have two full services banking centers within the City of Key West.

Banking Center Name	Key West Flagler	Duval
Address	3200 Flagler Ave. Key West, FL 33040	510 Southard St Key West, FL 33040
Phone	305.294.9593	305.296.1204
Distance	0.06	2.34
Hours of Operation	Lobby: Mon-Thu 9-4, Fri 9-6, Sat-Sun Closed Drive-up: Mon-Thu 8-5, Fri 8-6, Sat-Sun Closed ATM open 24 hours	Lobby: Mon-Thu 9-4, Fri 9- 6, Sat-Sun Closed ATM open 24 hours

- 3.2. Establish demand deposit accounts as may be necessary to meet the banking requirements of the City. Post deposit and withdrawals in a timely manner.**

We can establish demand deposit accounts as needed for the City and post deposit and withdrawals in a timely manner.

- 3.3. Provide the City electronic copies of all debit and credit adjustment memos.**

The City will be able to view deposit adjustments via CashPro® Online Information Reporting. Adjustments are also viewable on the DDA statement. Deposit adjustments are reported at the account level, but can also be seen at the sub-account level for ZBA accounts. Our Deposit Correction Notice fax service allows adjustment information to be delivered via fax the day after the deposit has been verified and the deposit correction has been posted.

III. Scope of Services/ Minimum Services Required

3.4. Provide the City all the necessary deposit slips.

Deposit supplies such as deposit tickets and plastic bags may be ordered through the bank or from a vendor chosen by the City. If ordered through the bank, charges are debited against the account and then Bank of America will place a credit on the account to offset the charges.

3.5. Provide the City with an accelerated float collection schedule.

We can provide the City with an accelerated float collection schedule. Please see the first attachment in the appendix section of this RFP for the float schedule.

3.6. Provide the City all the software and training necessary to access and utilize the Proposer's on-line systems.

CashPro Online uses standard internet protocols and does not require the installation of any software for information reporting. The City will have access to user manuals and quick start guides for all requested services in addition to a variety of online, interactive training resources. A technical support associate will provide training through the telephone for all new CashPro Online users within three days of the completed setup.

Our most popular method of training is the webinar. This online classroom combines instructor-led, interactive web-based learning with a teleconference.

Following implementation, you can access CashPro University, our online treasury management resource center, for convenient, anytime answers to many of your procedural questions. This comprehensive learning tool includes a knowledge base, interactive training courses, sample reports and other reference tools.

3.7. Provide the City with on-line access that equals or exceeds the safety, security and encryption standards established by the information and technology industry.

We comply with this requirement. All sessions use 128-bit, secure socket layer (SSL) encryption protocol, which continuously verifies the identity of each party during the session, encrypting messages to help protect their privacy and prevent alteration.

The City will have access to our web-based cash management information system, CashPro Online. This automated portal provides a single point of access for all of your reporting and transaction initiation needs, including account balance, control, audit, and reporting.

Response to City of Key West Request for Banking Services Proposal

III. Scope of Services/ Minimum Services Required

- Streamlined navigation to all entitled applications through a single sign-on**
- Delivery of Bank of America news and information with "In the Spotlight" notices, including previews of upcoming features**
- Access to stock quotes and LIBOR rates**
- Custom weather reports for multiple cities**

From initiating money transfers, storing templates to viewing reports and images, CashPro Online delivers simple access and greater control over all the financial solutions you use.

Timely, flexible reporting can keep you more up to date on everything from account activity and lockbox detail to the status of outgoing wires. Whenever you need to obtain information or perform an activity, simply log onto CashPro Online and access the information and tools you need, when and how you need them, through customized user preferences. Switching seamlessly across services, you can initiate a variety of transactions using one solution and one password.

Advantages for the City Access information 24/7

The City can access information across all of your accounts. Current-day information on receivables and payables is updated throughout the day and access to this information is available 24/7.

Online security strategy

CashPro Online uses 128-bit, secure socket layer (SSL) encryption protocol, which continuously verifies the identity of each user during the session, encrypting messages to help them remain private and unaltered.

Administration

You remain in control of the account access provided to CashPro Online users. A CashPro Online administrator is responsible for setting up users, assigning privileges, and assigning the level of account access. Administrators also manage user access by activating, deactivating, deleting and unlocking your users.

To offer the highest security standards, CashPro Online requires the use of dual approval to complete adding, modifying or deleting users, application entitlements and password resets.

Authentication

Two-factor authentication using digital certificates or security tokens are required for high-risk applications. Based on how the specific application is programmed, users will be prompted to provide their token credentials either upon accessing the application or when releasing a high-risk transaction.

If you prefer stronger access controls, the City can have security tokens required at login in addition to high-risk applications. With this configuration, all users will enter their standard credentials (company ID, user ID, password) and use a security token each time they log in to CashPro Online.

3.8. Disburse funds via repetitive and non-repetitive wire transfer from an on-line system.

CashPro Online is our web based wire transfer solution, offering the City the ability to initiate both repetitive and non-repetitive wire transfers. Repetitive wires may be initiated and sent by a single user, as entitled by the City's authorized CashPro System Administrator. We do recommend secondary approval of all template creation by an entitled authorized user.

3.9. Accept and send all ACH transactions (payroll, disbursement and deposit) and provide on-line notification of ACH deposits the same day.

CashPro Online ACH provides the City the ability to deliver ACH payments to the bank using the convenience of a web-based tool. You can originate direct deposit of payroll, pre-authorized debits, corporate payments, federal and state tax payments, internal transfers and other payments.

III. Scope of Services/ Minimum Services Required

You can initiate a range of everyday payments, improve productivity and increase the speed of transacting business with CashPro Online. You can originate an unlimited number of transactions, such as state and federal tax payments, internal book transfers and direct deposit of payroll.

Simple screens instruct users on how to enter information, or data can be imported to avoid manual keying. For greater efficiency, authorized users can release multiple batches of ACH transactions rather than one batch at a time. If needed, all items within a batch can be reversed online in one easy step.

The Bank of America Competitive Advantage ACH rankings

We are the largest receiver and second-largest originator of ACH, which enables us to efficiently accommodate the City's ACH transactions.

You may create and save ACH payment templates, merge payment information from a source system with these templates and initiate transmission of a NACHA formatted file to the bank in a highly secure and simple fashion.

If you are making corporate payments, our delivery deadline is 11:30 p.m. Eastern the day prior to settlement or 9 p.m. Eastern for same-day settlement for any Bank of America domestic account. If you are making direct deposit of payroll or similar payments to consumers, we recommend that you allow for sufficient lead time for receiving financial institutions to make funds available at the opening of business on settlement day.

ACH Delivery Deadlines

When the City is transmitting corporate payments, our delivery deadline is 11:30 p.m. Eastern the day prior to settlement. When you are making direct deposit of payroll or similar payments to consumers, we recommend you allow sufficient lead-time for receiving financial institutions to make funds available at the opening of business on settlement day.

The chart below details all necessary ACH transaction processing deadlines for you.

Flexible ACH processing

Delivery times for ACH origination files are extremely flexible, based on your specific business needs and processed on a continuous basis – which means no cutoff times.

III. Scope of Services/ Minimum Services Required

ACH PROCESSING DEADLINES FOR THE CITY		
Type of Transaction	Time (Eastern)	Days Prior to Settlement
Transit Items	11:30 p.m.	1 Business Day
On-Ups	9 p.m.	0 Business Days
Direct Deposit With Memo Post	11 a.m.	1 Business Day
ACH Prefunding	Same As Transit Deadline	1 Business Day
Sunday for Monday Settlement	10 p.m.	1 Calendar Day
Midweek Holiday	11:30 p.m.	1 Calendar Day

Deadlines described above apply to direct transmission files. Files are not considered delivered until the complete file has been received successfully by the ACH site. On-Ups entries are items destined for our domestic accounts.

Notification of ACH transactions

Our ACH Receipts File allows the City to see ACH transactions that are received into your account and transaction detail on the business day these transactions are received. This file can include all ACH credits, debits and payment-related detail received into your accounts, or you may specify the content of the file, based on service options.

- 3.10. Provide automated on-line balance reporting services for all City accounts. Available information should include: closing ledger, closing collected, opening ledger, opening collected, float, previous day debit and credit detail (including bankcard deposits, ZBA transfers), and ACH credit and debit detail.**

For balance and summary reporting, the City can view most status (balance) and summary BAI code items, including: closing ledger balance, opening ledger balance, collected/closing available balance, opening available balance, as well as transaction summary and float totals, if applicable.

Current Day Reporting

Current-day domestic information is updated continuously throughout the day as it is received from the bank’s various transaction processing systems and reported to us every 10 minutes, normally from 7:30 a.m. until 8:30 p.m. Eastern, Monday through Friday. Current-day international information is reported to CashPro Online every 15 minutes 24/7.

III. Scope of Services/ Minimum Services Required

The City can receive reporting on the following current-day transaction types.

Current-day Transaction Types	
Cash letters	Certain other checks and commercial deposits
Lockbox deposits	Wire transfers
ACH transactions	Returned deposited items
Sweep/investment transactions	Balances and float
Controlled disbursement (presentments and details)	

3.11. Provide the ability to place on-line stop payments and cancelation of issues and on-line access to information regarding cleared, canceled, returned and stop payment checks.

- The City can initiate stop payments via CashPro Online or by calling your dedicated government banking client service center. You may place stop payment requests directly into our stop payment files from the internet with our online stop payment service.

CashPro Online Stop Payments is an efficient system, which allows you to search paid check history, access images of paid checks and initiate stop payments where appropriate.

Your authorized users are able to:

- Search for paid items
- Initiate stop payments
- Receive online confirmations
- Track the status of stop payments
- Cancel stop payments
- View paid item images online

Searching for Paid Items

Prior to initiating a stop payment, many users wish to check recent bank history to make sure that an item has not already paid. By entering an account number, check number, and dollar amount, users can access 12 months of account history. Images for checks paid within the previous six months may be accessed online from this application.

III. Scope of Services/ Minimum Services Required

The screenshot shows the CashPro Online check inquiry interface. At the top, there are navigation tabs: Stop Pay, Check Inquiry, Stop Expiration, Stop Pay Report, and Stop Payment. The main section is titled "Check Inquiry Request" and contains an "Account List" with a "Sort By Number" and "Sort By Name" dropdown. The account list includes: 0123456789 - ABC Corp Main Account, 1234567890 - ABC Corp Benefits Account, 2345678901 - ABC Corp Payroll Account, 3456789012 - ABC Corp General Account, and 5678901230 - ABC Corp Accounts Payable Account. Below the list is a "Filter by" section with input fields for "Account Number:" and "Account Name:", and buttons for "Filter List" and "Reset List". A red box labeled "Step 2" encompasses the account list and filter section.

The "Report Criteria" section includes: "Check Number (10):" with value 12345678, "Amount (12):" with input field, "Dates:" with "From:" 04/07/2006 and "To:" 07/05/2006, and buttons for "Reset" and "Add". A red box labeled "Step 3" encompasses the "Amount" and "Dates" fields. A red box labeled "Step 3a" encompasses the "Add" button. A red box labeled "Step 3b" encompasses the "Reset" button. The "Characteristics" section includes: "Sort by:" dropdown with "Check Number (+) Ascending", "then by:" dropdown with "Amount (+) Ascending", and "Check Status:" dropdown with "All", "Check has been Stopped", "Check is Returned", and "Check is Paid". A red box labeled "Step 4" encompasses the "Sort by:" and "then by:" dropdowns.

The "Inquiries Pending for Account 5678901230 - ABC Corp Accounts Payable Account" table has columns: Claim Number(s), Check Number(s), Amount(s), Date(s), and Delete. The table contains one row: 9013168-9013180, [blank], 04/07/2006 -07/05/2006, and a delete icon. Below the table are buttons for "Submit Held Entries" and "Delete Held Entries". A red box labeled "Step 6a" encompasses the "Delete Held Entries" button. A red box labeled "Step 6b" encompasses both the "Submit Held Entries" and "Delete Held Entries" buttons.

CashPro Online check inquiry screen shot.

Initiating Stop Payments

With the wide accessibility of a web-based service, you may authorize users to initiate stop payments in an effort to delegate action at the first available opportunity. Once authorized for initiation, a user can simply access CashPro Online Payments Services, select Stop Payments, choose the bank account, and enter both the check amount and check number (Optional fields include entering the payee name or reference notes). The bank does not offer permanent stop payments with no expiration; however, you can place stops for six, 12, 18, 24 or 36 months and renew them upon expiration.

III. Scope of Services/ Minimum Services Required

- 3.12. After minimum concentration account balance requirements are met, if applicable, sweep any excess cash balances into an approved overnight investment vehicle. Proposer must submit proposals offering services based on an actual cost basis. Typically, \$6,000,000. to \$9,000,000 is available for an overnight investment. Please note: the \$9,000,000 as represented in the "Banking Services Chart" (13.1) is a 2011 average, and going forward this may not be the case.**

Our Automated Investment Service (AIS) provides the City with an automatic way to invest daily excess collected balances in any one of several investment options. The amount of the investment is based on the City's end-of-day collected checking account balance less the predetermined target balance, if any.

The Bank of America sweep repurchase agreement rates will be set as a managed rate subject to change at any time. The Bank of America rate cannot be pegged to the Federal Funds rate. The current Sweep Repo rate is .01%.

While we can certainly accommodate a sweep account arrangement that includes repurchase agreements, we are not recommending that solution at the current time. Interest rates, as you are aware, are at an all time low, including the Fed Funds Effective Rate.

To help the City maintain earnings capability on their balances, we have established rate for earnings credits, currently at 25 basis points (.25%). Keep in mind that your non-interest bearing accounts will be fully FDIC insured and the current FDIC assessment fee is 13 basis points thus providing a net 12 basis points return. This is a very competitive short term rate, and will allow you to generate an earnings credit to offset any banking fees, thereby saving your hard dollar cost for banking services. This rate is subject to change.

At this time, our recommendation would be for the City to take advantage of this earnings credit and offset your fees through our analyzed checking account. Once interest rates return to normal levels, we will help you revisit the sweep account option. That said, we have described our sweep account capabilities below should you decide to visit these options at a later date

III. Scope of Services/ Minimum Services Required

- 3.13. Provide online monthly activity statements and reports for all accounts. These statements will include a monthly account analysis. The statement cutoff must be the last day of the month. Statements must be sent no later than the 10th of the following month. The City requires on-line month end statements for both bank account activity and for analysis statements.**

We can comply with this requirement. The City can access its monthly activity and analysis statements electronically via CashPro Online. Bank statements are available the day after your statement cutoff date. Account Analysis statements are available on the eighth business day of the new month.

- 3.14. Provide the City with the capability to retrieve all reports and images on-line.**

The City can retrieve images of paid, deposited, returned items and debits/credits on a next-day basis. For Positive Pay exception items, you can view the item image online before you instruct us to pay or return it. Through image access, you can retrieve images of paid items and credits for 90 or 180 calendar days. One, two, seven or 10 year retrieval is available as well.

- 3.15. Secure the City accounts with ACH Blocks and/or Filters as needed.**

The City may block all incoming debits to your account (except debits generated to offset your origination files) with our Generic Block service. With generic blocks or specific blocks, you instruct the bank to block incoming ACH debit or/and credit transactions.

With ACH Blocks Service, you may reject all incoming ACH debits and/or credits from being applied to the account. If you prefer not to block all debits and or credits, specific blocks can be established to reject incoming ACH transactions from a specific Company ID or ACH transactions with a specific Standard Entry Class Code.

- 3.16. Provide money market accounts for the investment of cash not used during the course of several days.**

We can provide a money market account for the City. Money Market savings accounts are interest-bearing accounts subject to transaction limitations. Funds not currently required for daily operating needs earn interest, but retain liquidity and ready access. Withdrawals are limited to six per month.

III. Scope of Services/ Minimum Services Required

- 3.17. The Proposer will provide overdraft protection services to the City. In the event of an overdraft, presented checks shall be paid by the bank after confirmation by the City.**

Overdrafts are resolved on a case-by-case basis. The reason for the funding failure is considered in resolving the overdraft. If total funding requirements were unavailable prior to establishing a daily cash position, it would be the City's responsibility to fund the disbursements based on an estimate. We will waive overdraft charges resulting from bank errors or Federal Reserve problems.

- 3.18. Provide cashing of the City created checks at no charge to payee.**

Bank of America will waive the fee associated with non-relationship holding check cashing fees. Along with waiving the check cashing fees we would like to offer the City a benefit package for their employees at no cost. Please refer to section 4.13 Additional Services and Technological Innovation for more details about our Group Banking offering.

- 3.19. Provide a dedicated Customer Service Representative to service the City's accounts.**

The City of Key West will be assigned a dedicated Client Manager, Natalie Curran who is the first point of contact. Along with Natalie, Bank of America recognizes the unique needs of our Government Clients and has established a team of well-trained, experienced personnel dedicated to servicing state and municipal clients. For servicing issues or research requests, please contact government banking client services.

Phone: 800-863-6297
Monday- Friday 7:00 a.m. – 9:00 p.m. ET

- 3.20. Provide the City with Semi-annual Treasury Review focused on new services available, and services that will streamline the current banking process as necessary.**

We can provide a semi-annual treasury review for the City based on the above criteria. If needed, more frequent meetings can be arranged for the City.

IV. Information Requested

4.1. Qualifications and Experience

4.1.1. Describe the organization, date founded, ownership, and other business affiliations.

Bank of America predecessor institutions have contributed to America's growth from the Massachusetts Bank in Boston in 1784 to the Bank of Italy in San Francisco to the American National Security Bank in Charlotte.

On October 17, 1904, Bank of America founder Amadeo Peter Giannini, known as A.P., opened Bank of Italy in a remodeled tavern, in the Italian section of San Francisco. Bank of Italy pioneered branch banking in California for the very purpose of bringing the greatest possible resources to each local community. In 1930 A. P. Giannini's Bank of Italy was renamed Bank of America.

- The current charter was issued March 1, 1927
- Bank of America Headquarters, Charlotte, North Carolina.

We are one of the world's largest financial institutions, serving individual consumers, small and middle market businesses and large corporations with a full range of banking, investing, asset management and other financial and risk-management products and services.

Following the acquisition of Merrill Lynch on January 1, 2009, we are among the world's leading wealth management companies and are a global leader in corporate and investment banking and trading across a broad range of asset classes serving corporations, governments, institutions and individuals around the world.

Unmatched convenience

57 million consumer and small business relationships
5,900 retail banking offices
More than 18,000 ATMs
Award-winning online banking with nearly 29 million active users
Serving clients in more than 150 countries
Relationships with 95% of the U.S. Fortune 500 companies
Relationships with 73% of the Global Fortune 500 companies

Heritage

We began serving Florida more than 130 years ago. William Barnett founded the Bank of Jacksonville in 1877, and it remained under family control for three generations. The Barnetts established one of the first bank holding companies in 1929 and succeeded in keeping their firm open during the Depression, during which more than 200 Florida banks failed. The bank became part of the Bank of America family in 1997 when NationsBank acquired it. Today, we are one of the nation's largest financial institutions and provide services to half of all American households. To learn more about our history, please visit <http://message.bankofamerica.com/heritage>.

Bank of America Corporation was incorporated in 1998 in the State of Delaware.

Ownership Status

Bank of America, N.A. is a federally chartered national banking association and a wholly owned subsidiary of Bank of America Corporation, (the holding corporation). BA Merchant Services, LLC is a wholly owned second tier subsidiary of Bank of America, N.A. Bank of America Corporation is a publicly traded corporation, a bank holding company and a financial holding company. The Corporation headquartered in Charlotte, N.C. operates in 32 states and the District of Columbia and has offices located in 43 countries.

IV. Information Requested

4.1.2. Provide the address of the office location that will service the account

We have two full services banking centers within the City of Key West. Our Key West Flagler banking center is 0.06 miles from the City’s main office.

Banking Center Name	Key West Flagler	Duval
Address	3200 Flagler Ave. Key West, FL 33040	510 Southard St Key West, FL 33040
Phone	305.294.9593	305.296.1204
Distance	0.06	2.34
Hours of Operation	Lobby: Mon-Thu 9-4, Fri 9-6, Sat-Sun Closed Drive-up: Mon-Thu 8-5, Fri 8-6, Sat-Sun Closed ATM open 24 hours	Lobby: Mon-Thu 9-4, Fri 9-6, Sat-Sun Closed ATM open 24 hours

4.1.3. Describe the experience of the financial institution in providing similar services for other Florida, City clients.

We are dedicated to our government banking clients as a distinct line of business, and in 1982, we formed a Global Government Group specifically to address the needs of federal, state and local government clients. A partnership with Bank of America will provide the City with a dedicated, highly experienced governmental client team, advanced technological solutions and a spectrum of cash management services that is unmatched in the industry.

**The Bank of America
Competitive Advantage
Our Government Sector Footprint**

The bank is well known within the government banking business because of our strong client list. We have relationships with 84% of state governments, 62% of the top counties by population and 78% of the top cities by population.

4.1.4. Include one (1) copy of the most recent audited financial statement with the proposal. If available, please provide an online address or link to your most recently audited financial statements.

Please refer to the following link for our most recent audited financial statements.
<http://phx.corporate-ir.net/phoenix.zhtml?c=71595&p=iro1-reportsannual>

IV. Information Requested

4.1.5. Provide a list of branch addresses for banking centers located in near each of the City's locations (Attachment 3).

As mentioned earlier, we have two full services banking centers within the City of Key West. Please refer to question 4.1.2.

4.2. Personnel

4.2.1. Provide biographical information on all bank officers that will be directly involved in the management of the City's accounts; who the primary contact will be and what, if any, experience these officers have in working with governmental clients. Please include customer service.

We are pleased to present to you the client team accountable for the mutual success of our relationship. These associates have extensive experience managing accounts the same size and scope as the program described in this RFP. The City will benefit from a designated team of professionals committed to your relationship. This team is comprised of highly tenured experts from our Government sector division.

Natalie Curran	
Team Role	Vice President, Client Manager
Address	100 Federal Street, Boston, MA 02110
Telephone	617. 434.3021
Email	natalie.curran@baml.com
Professional Experience	Natalie supports the Southeast Government Banking Group. She has direct relationship responsibility for a select number of government clients. Natalie would be the primary point of contact for City of Key West. She has been a dedicated employee of Bank of America and its predecessors since 2001. In her 10 years at Bank of America, Natalie and her teams have specialized in managing valuable clients of the bank via the phone. The benefit of this type of business model is that she does not need to travel to the client and is accessible by phone and email. Natalie has a support team of Treasury, Credit and Merchant professionals to meet all of the needs of her clients. She previously managed business relationships in the Southeast and in the Wealth Management Group for private clients. Natalie has a BS. in Business Management.
Responsibilities	<ul style="list-style-type: none"> ▪ Relationship Management ▪ General Information ▪ Disaster Contact ▪ Responsible for the delivery of a positive and seamless client experience ▪ Coordinate the delivery of the full capabilities of Bank of America ▪ Serves as direct liaison with the bank's executive management team

Response to City of Key West Request for Banking Services Proposal

IV. Information Requested

Susan Gaudreau	
Team Role	Sales Support Associate (Backup for Natalie Curran)
Address	100 Federal Street, Boston, MA 02110
Telephone	617.434.3786
Email	susan.e.gaudreau@baml.com
Professional Experience	Susan Gaudreau provides sales support for the Southeast Government Banking Group. Her responsibilities include providing a quality point of contact for client product and service-related questions. She joined Bank of America Merrill Lynch and its predecessors in 1986, and has worked in the financial industry for almost 25 years.
Responsibilities	Susan's responsibilities include new account opening and support, operations support identification of process improvements, & problem resolution. She provides expert resolution of client service issues that need to be escalated beyond the Client Service Center.

Samira B. Benchikhi	
Team Role	Treasury Solutions Officer
Address	100 Federal Street, Boston, MA 02110
Telephone	617.434.9860
Email	samira.b.benchikhi@baml.com
Professional Experience	Samira joined Bank of America in 2006. She has been working in the financial field for the past 12 years. She handles cash management needs of the Government Banking Group, assisting them in the sale, implementation and servicing of cash management services, such as lockbox, account reconciliation, direct deposit and Purchasing Cards. Samira has a BS in Business Administration and holds an MBA in finance from St. Thomas Aquinas College in New York.
Responsibilities	<ul style="list-style-type: none"> ▪ General Information ▪ Treasury Management consulting and expertise ▪ Treasury Management product/service and sales ▪ Issue resolution and escalation ▪ Accountable for contract compliance

IV. Information Requested

Christiana Calandrello	
Team Role	Assistant Vice President, Treasury Solutions Analyst
Address	100 Federal Street, Boston, MA 02110
Telephone	617.434.7368
Email	christiana.calandrello@baml.com
Professional Experience	<p>Christiana joined Bank of America in 2005. She started her career in Consumer Banking in the West Newton, MA Banking Center. She has extensive background in General/ Relationship Banking, Problem solving and customer service. After working in Consumer, Christiana spent the next four years working in Business Banking as a Sales Support Associate assisting two Sr. Client Managers manage a portfolio of 150 clients a piece. Christiana has joined the Government Banking group as of July 2011 as a Treasury Solutions Analyst supporting Government & HIG Clients and Client Managers.</p> <p>She is responsible for the implementation of treasury solutions and serves in a consultative capacity in working with clients to determine the cost/benefit from the deletion, modification or addition of services.</p>
Responsibilities	<ul style="list-style-type: none"> ▪ Treasury Management product/service and sales ▪ Initiate the implementation process ▪ Inspect accuracy of implementation

Customer Service

We are striving toward a world-class client satisfaction benchmark of 90 percent and invest significant time in tracking and improving client satisfaction. A major part of our business planning process includes setting goals and sponsoring initiatives that will help us increase client satisfaction.

The City will be serviced by government banking client services, which can be reached Monday – Friday at 800-863-6297. All representatives have been specifically trained and are highly knowledgeable and to respond to most questions on the first call. This makes it easier and faster for the City’s staff to get answers to their questions.

The Bank of America Competitive Advantage Award-winning service excellence

Our Client Services team has been recognized with an “An Outstanding Customer Service Experience” award for 2010, by J.D. Power and Associates.

IV. Information Requested

The government banking client service center handles only government clients. Most banks provide servicing for their government clients with general industries servicing personnel who are often not familiar with many of the unique needs of governmental clients. This is an important distinction between us and our competition.

The majority of your inquiries are resolved over the phone. For those issues that require additional investigation to resolve, the following applies:

- Your inquiries are prioritized according to several factors that include the urgency of the required response, any relevant deadlines such as cutoff times, the amount and your business criticality of the transaction in question.

As detailed in the figures below, we have an excellent record of meeting our high standards for client inquiries.

Recent quality standards for all customer inquiries:

▪ Payment Processing Accuracy	99.97%
▪ Electronic Information Reporting Timeliness	100%
▪ Action Inquiries within 1 business day	100%

We consistently exceed the standards for timely client service. Response times are measured internally on a daily basis and reported on a monthly basis. Additionally, the bank conducts periodic external surveys, which allow clients to give feedback on our response times. The bank has consistently received “excellent” ratings by clients with regard to meeting desired response times.

4.2.2. Provide an organizational chart for the personnel who will be associated with the City's accounts, including the roles of each person that illustrates the relationship among the personnel.

Each member of the team has an important role in your implementation process. They will take an active role in the conversion, and the key members will remain on the team in servicing your accounts for the duration of your contract with the bank. A summary of the roles of these key members of the team follows below:

IV. Information Requested

Team Roles and Responsibilities	
Implementation Project Consultant	Have day-to-day contact with the City and other internal implementation areas and tracks the progress/completion of each step in the Conversion Work Plan.
Treasury Solutions Officer	Responsible for the final delivery of a satisfactory implementation experience for the City.
Treasury Solutions Analyst	During the implementation phase, serves as a liaison between the City and the implementation team to ensure service fulfillment, and customer satisfaction.
Government Banking Client Services	Responsible for assisting clients with day to day servicing issues and research needs.
Client Manager	Responsible for assisting the City in achieving its banking objectives, ensuring that banking solutions are implemented, delivering product performance and overall customer satisfaction, and bringing the right business partners to the City to meet its needs.

4.2.3. Provide the geographical area of responsibility for each person on the Responder's team that will support the City

Natalie, your client manager, serves as your lead banker. She will organize and involve the appropriate members of the core team to deliver solutions. Susan Gaudreau, your Sales Support Associate, serves as a backup for Natalie. She will facilitate opening of accounts and provides a quality point of contact for client product and service-related questions. Samira is responsible for providing Treasury Services and Solutions Management. Christiana assists Samira with the potential solutions and analysis. Christiana is also responsible for service fulfillment and ensuring client satisfaction in all treasury services. Please refer to the above individual bios in section 4.2.1 for more information.

4.3. Interest Earned, and Earnings Credits

- 4.3.1. The bank must invest the collected balance of all accounts at 6:00 P.M. Eastern Standard Time at the proposed investment rate and in compliance with the City's investment policy. The collected balance must include any wire transfers received during the day, less any outgoing wire transfers. Interest earned and fees charged will be posted monthly. The total average collected balance of all accounts is included in Attachment 5. In the event that any account has a negative collected balance, interest charged on any overdrawn accounts will be calculated using the same formula by which the account receives interest. The Proposer will not assess any fees or penalties on the negative balance or fees for transfers between City accounts.**

Bank of America does not process the sweep debit at a specific time of the day; rather, the sweep debit is the last transaction in the clients account for the day.

Please note that wire transfers are considered available balances rather than collected balances.

The equation used for Overdraft and uncollected funds is:
(Average Negative Collected Balance x Collected Overdraft Interest Rate x Number of Days in Month/360)

Bank of America agrees to waive the fee for account transfers between City accounts.

- 4.3.2. Quote the interest rate the Proposer is currently offering the City on funds remaining in an account overnight (Attachment 4) and an interest rate floor. If a Public Funds account is available to the City, describe how interest will be calculated and credited on all accounts. Be specific.**

We acknowledge the above statement.

The Sweep REPO rates are currently at 0.010%. Given the low rate environment, we will work with the City on a more customized investment option that yields a higher rate of return. The Bank of America rate cannot be pegged to the Federal Funds rate.

Public Funds Interest Checking (PFIC)

Public Funds Interest Checking Account (PFIC) is a unique solution for our Government clients. The PFIC provides our public partners the option to establish an interest bearing account with a competitive interest rate and no associated fee.

IV. Information Requested

With the PFIC, interest is accrued daily and paid monthly, based on the collected balance and a 365-day year. Interest is compounded on each individual interest-bearing account and is credited on the last business day of the month.

The interest on PFIC accounts is accrued on 100% of the collected balance with no 10% reserve requirement assessed.

There are no restrictions on the frequency or types of withdrawals the City may make from the PFIC and there is no monthly sweep fee. However, normal activity fees and FDIC insurance is applicable.

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

The Earnings Credit/Allowance Rate (ECR or EAR) on your account is used to calculate your Earnings Allowance, which is based on your average investable balance. A client's ECR/EAR may vary and, at our discretion, this rate may change at any time. The ECR/EAR is applied to the monthly average positive collected balances net of reserve requirement (investable balance). As of March 1, 2009, the reserve requirement is zero percent and may be changed at any time. Specifically, the formula for calculating earnings is:

$$\frac{\text{Investable Balance} \times \text{ECR} \times \text{Days in Month}}{\text{Actual Number of Days in the Year}}$$

Reserve Requirement

The reserve requirement is deducted from the available balance before the ECR/EAR is calculated. As of March 1, 2009, the reserve requirement has been temporarily suspended. The reserve requirement temporarily is not deducted from average positive collected balances for ECR calculation but may be reinstated at any time.

4.4. Deposit Processing

The City collects checks at its locations throughout the City of Key West, Florida as listed on Attachment 3. Many of these locations will deposit checks directly into a local bank. Based on this information please provide answers to the following questions.

4.4.1. What is the deposit cut-off time to ensure same day ledger credit?

The banking center cutoff time for same-day ledger credit is 4 p.m. Monday – Thursday and 6 p.m. on Friday. We provide competitive deadlines ranging from 4 p.m. to 10 p.m. local time for commercial deposits directly to an items processing center. For commercial clients depositing directly to a cash vault, we provide competitive deadlines ranging from 11 a.m. to 8 p.m. local time.

a. Is it the same for cash as for checks, drafts, etc?

Yes however, items such as drafts may not be credited until the collection process has been completed.

b. Are there any options that might affect this cut-off time (e.g., provisional credit, and delayed verification)?

If there is an encoding error on a pre-encoded deposited item, or if a deposit exceeds the reject threshold, items associated with the deposit may experience a delay in processing. All deposits, regardless of which bank facility is used, receive conditional credit and are subject to verification by the bank

c. If the City decides to use a Remote Deposit System will this change the cut off time?

Yes, the City's deadline will be 10.p.m. Eastern.

4.4.2. Are weekend or holiday deposit services available? Is there an additional fee or discount for utilizing these services?

We offer night depository service at many of our banking centers. Cash vaults and item processing sites are not open for processing on the weekend and major Federal Reserve Bank holidays.

There are no additional charges associated with weekend or night drop deposits, which are credited to your account the following business day.

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

Our deposit products require the use of clear plastic, tamper-evident, disposable deposit bags. The specifications for the bag will depend on the product selected and the method of delivery to the bank.

4.4.4. Are there any benefits to the City to separate cash and checks into two deposit bags?

Yes, check deposits delivered to a cash vault can be delivered to our item processing center faster if the check deposit is not combined with cash. There may also be later same-day ledger deadlines if the cash and check deposits are separately packaged.

4.4.5. Are the deposit slips that the bank provides available in multiple part forms? How many copies does the bank require? Can the deposit slips include a designation for each City location?

Yes, we can provide multiple part deposit slips for the City. The number of copies required to process a deposit is dependent upon the deposit product used by the City. Yes, deposit slips can include a location number.

4.4.6. Does the Proposer require that cash be deposited in standard straps only? Is there a penalty for using non-standard straps?

For deposits delivered to a cash vault, the standard deposit preparation method is to deposit currency sorted by denomination in 100 note straps. If the volume is not sufficient to create a full strap, the strap may be reversed with the total amount written on the outside of the strap. If there is not sufficient volume to create full standard straps, there is no penalty for depositing non-standard straps. However, additional fees may apply for any deposit in which the currency is not strapped.

4.4.7. Does the Proposer accept loose and/or rolled coin for deposit at the vault and branch locations? Is there a fee for depositing loose or rolled coin?

Yes, we accept coin deposits prepared in the following manner, depending upon where the coin deposit is delivered.

Banking center

Coin deposits of less than \$10 may be rolled or loose. Coin deposits in excess of \$10 should be placed loose, sorted or unsorted, in a plastic coin bag with its own deposit ticket. Coin bags should not exceed more than 25 pounds. QBD[®] deposits may not contain more than \$10 in coin.

Cash vault

Coin deposits less than \$25 can be included with currency deposits and should be placed loose in a coin envelope and the amount of coin written on the outside of the envelope. Coin deposits in excess of \$25 should be placed loose, sorted or unsorted, in a plastic coin bag and listed on a separate deposit ticket. Coin bags should not exceed more than 25 pounds.

Coin deposits of less than \$25 incur no additional fee other than a per \$100 deposited fee. For bags of coins, there is a per bag fee in addition to a per \$100 deposited fee.

4.4.8. How does the Proposer determine and calculate funds availability for deposited items?

Availability is calculated by item. To offset transportation misses beyond our control, the bank applies a fraction to the stated availability for non-local endpoints as reported in the availability schedule.

a. Does the Proposer give immediate credit for on-us items?

Yes, On-Us deposited items are assigned zero-day availability, if deposited in the state they are drawn on.

b. Does the Proposer calculate funds availability by item or formula?

Availability is calculated by item.

c. Does the Proposer use a standard schedule? Accelerated schedule?. How often is it updated?

We offer both standard and accelerated schedules for deposits made in each of our franchise states. All availability schedules are reviewed at least once a year.

d. Provide a copy of the funds availability schedule that will apply to deposits into the City's accounts.

Please refer to the Appendix for our accelerated availability schedule.

4.4.9. Provide a list of the bank's holidays.

Please refer to our following holiday list

2012 Holiday Schedule for the United States

2012 HOLIDAY SCHEDULE	
Holiday	Day Observed
New Year's Day*	Monday, January 2, 2012
Martin Luther King, Jr. Day	Monday, January 16, 2012
Presidents Day	Monday, February 20, 2012
Memorial Day	Monday, May 28, 2012
Independence Day	Wednesday, July 4, 2012
Labor Day	Monday, September 3, 2012
Columbus Day	Monday, October 8, 2012
Veterans Day*	Monday, November 12, 2012
Thanksgiving Day	Thursday, November 22, 2012
Christmas Day	Tuesday, December 25, 2012

*For holidays falling on Saturday, Federal Reserve Banks will be open the preceding Friday.
For holidays falling on Sunday, all Federal Reserve offices will be closed the following Monday.

4.5. Deposit Verification

4.5.1. How will the Proposer return the validated deposit to the City? Within what time frame?

A receipt for provisional credit for the deposit amount is provided to the City at the time the teller accepts the deposit. This receipt will indicate the date provisional credit is given consistent with the cutoff times shown earlier in this document. Cash verification will take place within two business days.

4.5.2. Does the Proposer identify and adjust all discrepancies?

Yes.

a. If no, at what dollar amount does the Proposer write off discrepancies?

For most deposits, discrepancies that are below the bank adjustment threshold are written off. The bank threshold is subject to change without notice and may vary based on the type of deposit and deposit channel.

b. What is the standard procedure for reporting deposit adjustments? What additional options are available (e.g., copies to multiple locations)?

The City will be able to view deposit adjustments via CashPro Online. Adjustments are also viewable on the DDA statement. In addition, our Deposit Correction Notice fax service allows for adjustment information to be delivered via fax the day after the deposit has been verified and the deposit correction has been posted. Deposits are generally verified within 48 hours of receipt by the bank.

4.5.3. What is the Proposer's policy on receipt of tampered deposit bags?

Our policy is to decline bags that are unlocked, show holes or tears, have loose seals or any possible signs of tampering. Receiving tellers will write the notation "declined" on the carrier manifest if delivered to our cash vault. The carrier is also required to sign the alteration of the manifest. The cash vault will notify the client servicing team who will then make a best effort to notify the City within 24 hours of any declined bags.

IV. Information Requested

Deposit bags may also be declined at the banking centers. If presented in person to a banking center teller, the teller may decline to accept a deposit bag and the presenter may choose to have immediate cash verification or to re-package and re-submit the deposit.

If the deposit bag is delivered through a night depository and shows holes, tears, loose seals or other signs of tampering, notations will be made on the night depository log and the deposit will be held for pickup. The City will receive a phone call notification to pick up the unprocessed deposit.

4.5.4. When counterfeit bills are discovered, what are the Proposer's notification and adjustment policy and process?

A deposit adjustment for the amount of the counterfeit bills will be debited to the client's account and the counterfeit item(s) will be sent to the Secret Service. Fax deposit correction notices will be sent to the City the day following identification of the counterfeit. For mail deposit correction notices we may provide a courtesy phone call to the client for cash adjustment differences greater than \$500 on the business day following the adjustment posting.

4.6. Vault Services

4.6.1. Does the Proposer have an automated vault service? Describe the deposit and change order procedures, cut-off times, and other features of this system.

Our cash vault service provides the City with automated telephone-entry access to place change orders for currency and coin 24 hours a day. Using a Client I.D. and Password provided by the bank, cash vault clients can place change orders via a touch-tone phone in a secure environment. Orders placed by the designated change order deadline are available for armored carrier pick-up the same day. Designated deadlines may vary depending upon the cash vault site.

In addition to our automated ordering service, we offer a change order transmission service allowing cash vault clients to place change orders via transmission file.

4.6.2. Does the Proposer offer Courier Service? Will it provide this service to the City? If so what is the cost of this service?

We do not provide a courier service for either pickup or delivery of check deposits.

We recommend the City to establish this service directly with third-party couriers. Given the extensive number of banking centers and operating facilities, we maintain relationships with many courier services and are happy to provide a list of courier contacts.

4.6.3. Based on the City's volume of cash would the courier need to go to a cash vault?

Given the fact that the Banking Center is located next door you, we would recommend that you have the cash delivered to the Banking Center.

4.7. Return Item Processing

4.7.1. Can return items be automatically re-deposited? If so, how many times?

Yes, for items returned unpaid by a drawee bank for either insufficient or uncollected funds upon first presentment, the paper check may be automatically recleared once; however, a special instruction setup is required. Special instructions may indicate that all eligible items are to be recleared or only items more than a specified dollar amount.

4.7.2. Does the Proposer have an electronic return notification? If so, what type of information is available? Can the data be customized?

IV. Information Requested

Yes, we have two electronic return item notification services, ERIN[®] and ERIN+.

ERIN

The ERIN service provides timely electronic notification of returned and/or recleared items as detailed below. Information about returns can be delivered through CashPro Online, by using a BAI file with unique BAI codes, an EDI 827 Transmission or our standard flat file format.

ERIN Returned/Recleared Item Details	
MICR line from a returned item	ABA number of drawee bank
Item serial number	Account number
Amount of item	Reason for return by drawee bank
Deposit account number	Account number to be charged
Date item was deposited	Date item was charged back/recleared (by Bank of America)
Maker and/or store number – optional (available on chargebacks only)	

ERIN clients may choose to receive information on:

- Return item chargebacks only
- Recleared items only
- Both chargeback and recleared items

ERIN+

ERIN+ is available on chargebacks only. ERIN+ provides the same information as ERIN, but can also include any combination of the following information.

ERIN+ Information	
Maker name and address	Ticket number
Maker home and/or work telephone numbers	Store/customer reference number
Driver's license number	Mortgage number
Invoice number	Other customized information

a. Is there a separate record for each returned item?

Yes.

b. Can these records identify the depositing location and the type of item being returned (e.g., personal check, traveler's check, and money order)?

Yes, items can be identified by customer location if the account is set up for customer location/store number processing. While the type of item being returned is not included in the standard product offering, that information can be keyed into the system as part of your customized, required information for ERIN+ returned item chargebacks.

c. Are imaged documents available on-line?

Yes, through CashPro Online you can retrieve images of paid, deposited, returned items and debits/credits on a next-day basis. Deposited items and returned items have retention options of up to seven years.

4.7.3. Does the Proposer have a policy to refuse return items not sent through the system in a timely manner?

No, incoming returned items received daily by us from the Federal Reserve Bank and/or Clearing House Bank(s) are assumed to be returned timely and are not reviewed for timeliness of return.

4.7.4. Does the Proposer assign float to return items? If so, describe.

Yes, float (one day) is assigned to returned items in most locations.

4.7.5. Does the Proposer have the ability to convert a returned check into an ACH item (RCK)?

Yes, we offer our Re-presented Check by using ACH (RCK) service to represent checks as an ACH. RCK is the conversion of a paper item that has been returned for insufficient or uncollected funds into an ACH debit transaction. This is the electronic equivalent of a paper reclear service.

- Allows you to select timing of presentment of items for re-clear as an ACH.
- One additional presentment is allowed with RCK. Items converted from paper to ACH allow for faster processing time – especially important if item fails to clear on both attempts.

4.7.6. Describe any advantages and disadvantages to the City for using RCK?

IV. Information Requested

This service typically increases the collection rate by about 15% to 20% over the average collection rate of the paper reclear process (which is typically approximately 50%).

Why should the City use RCK instead of processing returned items via paper?

- Bank fees are lower in RCK/ACH vs. paper.
- Payment of an ACH item takes priority over paper.
- Status of an ACH payments is known within 2 days vs. 7 to 10 days via paper.
- With paper checks you would get only 1 re-presentment. With RCK, you get 2 re-presentments. (That's 3 debit attempts, including the initial deposit attempt.) When you use a second re-deposit, statistics show you can get up to an additional 25% more cleared checks.
- NACHA estimates that the average company using ACH passed transactions (RCK) will increase collection rates on NSF checks from 50 to 85%.
- You will increase your bottom line by increasing your total collections and lowering your costs to collect.
- Cost Savings to the merchant - Since everything is electronic, re-deposit fees charged to the merchant for submitting the checks electronically the second and third times are a fraction of the cost of traditional paper checks.
- There are no letters to write or phone calls to make to the check writer in attempts to collect the bad check.

Limitations of using RCK:

limitations of ACH transactions:

- Checks \$2,500.00 or more cannot be converted to ACH.
- Business checks cannot be converted to ACH
- The consumer/client has 60 days to dispute the ACH transaction

Items are not eligible for re-presentment:

- Drafts drawn on the Treasury of the United States, a Federal Reserve Bank, a Federal Home Loan Bank, or state/local governments.
- Postal Service Money Orders
- Items not payable in U.S. currency
- Items indicating on its face that it was returned for reasons other than "Non Sufficient Funds" (NSF) or "Uncollected Funds"
- Checks drawn on business accounts
- Checks \$2,500.00 or more
- Unsigned demand drafts

4.8. Wire Transfers

4.8.1. What are the beginning and ending cut-off times in Eastern Standard Time for initiating wire transfers to ensure same-day execution? Is the time the same for telephone call in wires?

Your wire transfer requests must be received and processed by us prior to the times listed in this section. Only Voice/Telephone has hard system cut-offs at the point of initiation.

Transfer Type	Voice/ Telephone	CashPro Online Electronic Transfers	SWIFT
CHIPS	8:30 a.m. – 4 p.m.	4 p.m.	4 p.m.
Fedwire	8:30 a.m. – 5 p.m.	5:30 p.m. ¹	6 p.m.
Federal Tax Payment	8:30 a.m. – 4 p.m.	4 p.m. ²	N/A
Book Transfer/ Internal	8:30 a.m. – 7 p.m.	7 p.m.	7 p.m.
Drawdown	8:30 a.m. – 5 p.m.	5:30 p.m. ²	N/A
International U.S. \$	8:30 a.m. – 5 p.m.	5 p.m.	6 p.m.

1. All payments received between 5:30 and 6 p.m. Eastern will be processed on a reasonable efforts basis.
2. Service available on CashPro Online Electronic Transfers. Please discuss this requirement with your Bank of America representative.

4.8.2. What is the cut-off time for receiving incoming domestic wire transfers in order to receive same day credit?

All transfers received from the Federal Reserve prior to third-party cutoff of 6 p.m. Eastern will receive same-day credit if accurate beneficiary account information is provided on the wire. Wires received between 6 p.m. and 6:30 p.m. Eastern settlement period will be processed on a reasonable effort basis.

4.8.3. How does the City track the status of transfers once the transfer is in the system (input, approved and released)? How does this differ for telephone initiated wire transfers?

Reports can be generated using specific parameters to provide real-time wire activity detail for any or all internal, incoming and outgoing wire activity that affects your account.

Payment report description

- Outgoing Payment Report Status updates, summary, extended summary and detail information on all outbound wires regardless of initiation method.
- Incoming Payment Report Status updates, summary and detail information on all incoming wires.
- Template Audit Report Summary and detail information on all of your company's wires transfer templates, including user access and usage information.

Telephone-initiated wire transfers

For transfers initiated by telephone, you will receive an internal sequence number upon initiation. Status may also be verified, and Fed Reference Numbers acquired, by dialing into our automated Voice/telephone Response Unit (VRU).

- For incoming transactions, the VRU provides amount, day/time received and wire transfer sequence number.
- For outgoing transactions, the VRU provides amount, day/time completed, wire transfer sequence number and the last six digits of a service reference number (CHIPS, FED or SWIFT).

Also, your client service representative will provide the status of any item upon request.

4.8.4. How is access to the Proposer's wire transfer system controlled?

CashPro Online is an entitlements-driven portal that allows you to customize access to your accounts and information based on user profiles that you create. You establish users on the system, define which accounts they have access to and determine which information they can view and which functions they are entitled to carry out. With respect to information reporting, you have the ability to establish user entitlements across current-day and prior-day reports, account statements and wire notifications (intraday as well as EOD).

Security Controls

For the web-based method, CashPro Online uses 128-bit, secure socket layer (SSL) encryption protocol, which continuously verifies the identity of each party during the session, encrypting messages to help ensure they remain private and unaltered. These security protocols apply to messages for returns, recalls, investigations and service requests.

IV. Information Requested

For the Data Transmission method, both Access Controls and Integrity Controls are used on each transmission protocol offered. The method used will vary depending upon the specific protocol utilized.

Access Control

- Access to data transmission systems is controlled with unique IDs and passwords.
- All transmissions use assigned IDs and passwords.
- IDs and passwords are required each time clients connect to Bank of America Merrill Lynch for file exchange.

Integrity Control

Used in several ways to protect sensitive data. They can provide:

- **Authentication** – helps verify that the data comes from the expected sender.
- **Confidentiality** – encrypts data to help protect its privacy until it can be processed by the decrypting party.

4.8.5. Does the Proposer offer its customers dual control release options (intermediary approval level) for electronically initiated transfers? If so, describe.

Yes, in all cases, if you choose, the system or the City access platform can require segregation of duties, so the same operator cannot enter and release a payment.

For telephone-initiated transfers, the bank will confirm all wire transfers over your predefined callback verification thresholds with an authorized individual other than the initiator.

4.8.6. Are security access codes (passwords) encrypted or authenticated? How often is the password required to be changed? Is a Log-on Audit Report available that shows all log-ons over a given period, including User ID, date and time?

Yes, all passwords are encrypted in our database. CashPro Online provides an audit log, which details user ID, and date and time of all activities. Access to Electronic Transfers requires strong authentication, which includes company ID, user ID, password and SafePass[®] token. Passwords on CashPro Online expire after 90 days.

IV. Information Requested

4.8.7. Can dollar limits by user and function be established for single transaction amounts and daily aggregate amounts?

Yes, the administrator can assign non-repetitive and repetitive transaction limits, non-repetitive and repetitive approval limits and daily cumulative limits to each user.

CashPro Payments allows for dollar limits that are set at the transaction and daily aggregate amount levels. In addition, dynamic limits can be set with respect to the number of approvals required based on the dollar amount

4.8.8. Can the Proposer's on-line wire system create non-repetitive wires in U.S. Denominated currency?

Yes, when using CashPro Payments, you will have the option of creating templates from a blank template form by copying an existing template, or by saving a non-repetitive transaction at initiation.

The Payment Templates service allows you to add and manage wire transfer templates. Repetitive template instructions can be set up for you or other users to use. These templates require you to enter the account and address information for the person or organization receiving the wire transfer. In addition, the entitled user provides a name and code for each template.

CashPro Payments allows for dynamic limits and segregation of those limits between free-form and repetitive transactions at the account and user level.

4.9. Disaster Recovery and Control

4.9.1. Describe the bank's electronic data procedures and/or manual system used to provide banking services along with backup and recovery capabilities, in the event of a disaster.

Contingency planning receives top priority with us and is a major consideration in system design and implementation. Many of the payment processing applications are designated as “First Day Critical Applications.” Major points of the bank’s disaster plan are:

- Each critical bank application is involved in at least two contingency tests annually. Minimally, one test is unannounced.
- The notification procedure is tested periodically to ensure that all necessary support can be provided during a disaster.
- Each application must demonstrate its ability to interact successfully with all interfaces designated as “First Day Critical Applications.”

Procedures are in place for all aspects of disaster recovery including immediate emergency response, failure assessment, backup activation, backup operations, and primary site restoration. We have developed an extensive company-wide Disaster Recovery Plan (DRP). Planning is done to anticipate disasters caused by weather or other factors. In critical operations centers, we employ UPS, or uninterrupted power source technology.

All processing locations have either a “hot-site” or other back-up facilities and are supported by built-in redundancies. Emergency contacts in each area are named, and a database of associate information is maintained in order to contact associates in the affected areas. These are just some of the precautions that the bank has embraced to protect our clients as much as possible from the effects of a disaster.

Business Continuity Commitment and Preparedness – Our commitment to ensure business continuity and our preparedness for unforeseen events is best illustrated by our response to the tragic events of September 11th and the blackout of 2003.

September 11th: In 2001 the Bank of America Global Client Services and Wire Transfer Services teams were located on the 11th Floor of the World Trade Center. Following the evacuation of the building, the associates were evacuated to our “hot” contingency site in Secaucus within hours of the attack. Our Concord and Charlotte offices were able to access the New York payment system within 30 minutes after the first attack. Not one day of wire transfer payments was lost, either that day or in the following days. Indeed, \$240 billion in wire transfers were processed uninterrupted throughout the day. During the recovery period, the World Trade Center associates continued to provide the same level of service that was rendered prior to the tragedy.

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U.S. Power Blackout: The contingency site was operational immediately after the blackout began. Global Client Service associates worked overnight to ensure that wire transfers and other client transactions were processed.

Disaster recovery will continue to evolve and grow in importance at all organizations, and Bank of America is committed to remaining an industry leader in this area. We will be delighted to provide additional details of our disaster recovery plan upon award of the services provided within this RFP.

4.9.2. Are off-site facilities strategically located away from each other in the event of a disaster?

Yes.

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

Depending on the service, off-site facilities can be implemented anywhere from 30 minutes to 24 hours of an emergency. We can stay at the sites indefinitely.

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

We offer several types of security procedures. The security required directly relates to your data delivery type. If more than one is indicated as required for your data delivery type, then you must use the combination of the required security procedures as your security procedure. These security procedures verify the authenticity of files delivered in your name.

4.9.5. Describe the types of insurance and bonding carried.

Bank of America reserves the right to obtain all insurance required under this contract through a program of self-insurance.

2.23 Insurance Requirements:

1. Bank of America will furnish Certificates of Insurance evidencing the coverages referenced herein. Please note, Bank of America cannot guarantee the requested insurance is maintained throughout the life of the contract, but intends to continue to purchase as long as it is commercially available and economically attractive.

a. Bank of America can comply.

b. Certificates of Insurance will evidence the coverages referenced herein.

c. Due to the volume of Bank of America's business and the structure of its corporate policies, Bank of America cannot commit to providing thirty (30) days written notice upon termination or modification of coverage. Failure to provide notice of

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cancellation of coverage shall impose no obligation or liability of any kind upon Bank of America, its agents or representatives.

2. Any Bank of America line of business requiring subcontractors is responsible for ensuring all subcontractors carry coverage which is compliant with the requirements of this contract.

2.34.7 Bank of America cannot guarantee the requested insurance is maintained throughout the life of the contract, but intends to continue to purchase as long as it is commercially available and economically attractive. Bank of America reserves the right to obtain all insurance required under this contract through a program of self-insurance.

4.9.5. Bank of America maintains the following coverages:

Workers' Compensation: Bank of America maintains Workers' Compensation coverage in compliance with all statutory requirements.

Employer's Liability: Bank of America maintains Employer's Liability Coverage with limits of \$1,000,000 per occurrence/\$1,000,000 each accident or disease/\$1,000,000 aggregate.

Automobile Liability: Bank of America maintains Automobile Liability insurance with a limit of \$2,000,000 per accident.

Commercial General Liability: Bank of America maintains Commercial General Liability coverage with limits of \$2,000,000 per occurrence/\$2,000,000 aggregate.

Please refer to Appendix for insurance and bonding carried.

4.9.6. How often are emergency operations tested? How are they tested?

Each critical bank application is involved in at least two contingency tests annually. Minimally, one test is unannounced.

4.10. Account Reporting

4.10.1. Will the account reporting system provide beginning and ending ledger (book) balances, collected balances, available balances, and float assignment?

For balance and summary reporting, the City can view most status (balance) and summary BAI code items, including: closing ledger balance, opening ledger balance, collected/closing available balance, opening available balance, as well as transaction summary and float totals, if applicable.

4.10.2. What current-day reporting is available through the reporting system?

Current-day domestic information is updated continuously throughout the day as it is received from the bank's various transaction processing systems and reported to CashPro® Online every 10 minutes, normally from 7:30 a.m. until 8:30 p.m. Eastern, Monday through Friday. Current-day international information is reported to CashPro Online every 15 minutes 24/7.

Your company can receive reporting on the following current-day transaction types.

Current-day Transaction Types	
Cash letters	Certain other checks and commercial deposits
Lockbox deposits	Wire transfers
ACH transactions	Returned deposited items
Sweep/investment transactions	Balances and float
Controlled disbursement (presentments and details)	

4.10.3. How many business days is data stored on the Proposer's reporting system and available for the City to access?

As a standard component of information reporting, CashPro Online offers 365 calendar days of history for previous-day reporting and 30 calendar days of history for current-day reporting.

4.10.4. What technical specifications will be required of the City's system?

We recommend the following hardware and software components to optimize CashPro Online's performance:

Equipment	Minimum	Recommended
PC Monitor	SVGA 1024x768 resolution	SVGA 1024x768 resolution
Microprocessor	Meets minimum standards for Microsoft® XP®	Meets minimum standards for Microsoft XP
RAM	512 MB or greater	512 MB or greater
Microsoft Windows	Windows XP SP3	Windows XP SP3
Internet Connection	500 kbs or higher	1000 kbs or higher
Internet Browser	Microsoft Internet Explorer® 7.0 with SP3 with 128-bit encryption Firefox® 3.0	Microsoft Internet Explorer 7.0 with SP3 with 128-bit encryption Microsoft Internet Explorer 7.0 with 128-bit encryption Firefox 3.0
Adobe Acrobat Reader®	Version 8.0x	Version 9.0x or higher
Supplementary Requirements for International Payment Services		
Internet browser	Microsoft Internet Explorer 7.0 with SP3 with 128-bit encryption only. All other browsers are not compatible with International Payment Services.	Microsoft Internet Explorer 7.0 with SP3 with 128-bit encryption. All other browsers are not compatible with International Payment Services.
ActiveX®	Required for International Payment Services application only.	

Note: We advise against using wireless connections for treasury management activities.

4.10.5. Is specific software required to communicate with the Proposer's system and how many systems are required to be maintained? Include but not limited to:

No, CashPro Online uses standard internet protocols and does not require the installation of any bank-supplied software for information reporting. The City can maintain one system.

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- a. Does your service require a stand alone PC? Can your service co-exist on the same PC with other software?**

No, CashPro Online uses client-server technology for client access to bank information. The software resides on a server located at the bank and can be accessed using the internet from your worksite or other locations.

- b. List any additional peripheral hardware that maybe required for optimal performance of your service.**

Please refer to 4.10.4 for this response.

- c. Can the software be accessible in a Citrix environment?**

We would not be able to say if CPO solution is compatible with specific software packages or not since there are so many accounting/software packages available that we can't evaluate all them. However, what we offer are the formats available and then it would be up to the client to call their vendor to see if they can work with those formats. Attached is a listing file format export options.

Previous- and current-day files can be exported from CashPro[®] Online in PDF, Excel, CSV, BAI2, BAI2A, SWIFT 940, CNAB 240, XML.camt.053.V2.

4.10.6. Security/Administrative Rights/User Security

CashPro Online allows a company administrator plus a mandatory secondary approver to maintain user security. The administrator is allowed to define the functions, accounts and limits to which users have rights. Users can view only the accounts and access the functions for which they are authorized.

The dual administration feature provides best operating practices by requiring two people (the primary and secondary administrators) to initiate and approve entitlement-related changes. The dual approval feature in setup helps prevent a single person acting alone from initiating and approving a payment.

Dual administration and segregation of payment responsibilities are always recommended to promote a secure and controlled environment.

- a. Discuss the methods used to authenticate items such as users, files, locations, or other identifying criteria**

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Once you connect to the URL for CashPro Online, you will submit your SafePass[®] card for authentication if your company has opted to have all users prompted for a token at login.

At the logon screen, you will be prompted to enter your company identification code, user identification code and password. Your identity will also be verified through the risk monitoring authentication.

You cannot access CashPro applications unless all three identifiers pass the test. Occasionally, you may be prompted to further authenticate by answering challenge questions at login. Operators are required to change their passwords every 90 days.

b. Describe the process we would use to establish and verify user profiles.

CashPro Online supports a delegated administration model whereby the bank initially establishes administrators selected by each client. Your administrators then have the ability to add, delete and entitle users to services and accounts, as appropriate. As a result, there is no need to contact the bank when you need to establish new users.

The process for adding and deleting users, as well as other administrative functions, requires the approval of a second administrative user. In addition, you have the option of adding two-factor authentication to the approval process.

c. How does the user authentication expire?

Passwords on CashPro Online expire after 90 days.

4.10.7. Automated balance-reporting services for the City's accounts should be provided. Ledger and collected balances should be available for opening and current day. Transaction details for prior and current day should include debit and credits (i.e. wire transfers, ACH transactions, bankcard deposits, ZBA transfers).

We can provide previous and current day reporting with the above criteria for the City. Previous-day information is available by 7 a.m. Eastern Monday through Friday.

Current-day domestic information is updated continuously throughout the day as it is received from the bank's various transaction processing systems and reported to CashPro Online every 10 minutes, normally from 7:30 a.m. until 8:30 p.m. Eastern, Monday through Friday.

4.11. Overdrafts

It is not the intention of the City to overdraw any account. In the event of an overdraft, all checks presented for payment must be paid. The City or designee shall confirm wires or ACH transfers that will result in an overdraft. The Proposer shall complete the wire/ACH transfer after confirmation. No service fee shall be charged to the City for overdrafts.

Overdrafts are resolved on a case-by-case basis. The reason for the funding failure is considered in resolving the overdraft. If total funding requirements were unavailable prior to establishing a daily cash position, it would be the client's responsibility to fund the disbursements based on an estimate. We will waive overdraft charges resulting from bank errors or Federal Reserve problems.

4.12. Stop Payments

Stop payment orders will routinely be initiated electronically. On rare occasions it may be necessary to initiate a stop payment by telephone. When the City initiates a stop payment order, the Proposer will immediately inform the City electronically if the check has been paid and provide an image of the paid item to the City. If not paid, the Proposer will provide an electronic confirmation of the stop payment. Stop payments shall be effective for a period of not less than twelve months. Cancellation of a stop payment order will be processed in the same way as the stop payment order. All checks paid by the Proposer after a stop payment order has been confirmed will be the responsibility of the Proposer.

You can initiate stop payments via our online client access solution or by calling your dedicated service director. With our online stop payment service, the City can place stop payment requests directly into our stop payment files from the internet. Online confirmations are typically available within seconds after an “approved” stop payment has been released to the bank. The status of stop payments can be reviewed by accessing “View Transactions Pending Confirmation.” Stop payments may be placed for six, 12, 18, 24 and 36 month durations.

If we pay an item subject to a valid and timely stop payment order, we may be liable to you if you had a legal right to stop payment and you establish that you suffered a loss because of the payment. Our liability, if any, is limited to the actual loss suffered, up to the amount of the item. You must prove the loss to our satisfaction. We are not liable to you for any special, incidental or consequential loss or damage of any kind.

4.12.1. Does the Proposer offer an automatic escheatment solution for checks once they become (6) six months old?

Although we do not provide escheatment services, we can provide you with information that can be used for escheatment purposes.

4.13. Additional Services and Technological Innovation

Include information on any other cash management services currently provided or planned by the bank that may benefit the City. The City has provided a historical average of the types of transactions presently used. The City would like to see a detailed analysis of what your institution would recommend to the City to implement. The Respondent must also submit a cost/benefit analysis with its Proposal for any proposed additional services

We would like to take this opportunity to offer the following services for the City's consideration. We feel they may be of interest to you.

- ePayables
- Bank of America Group Banking

ePayables[®]

Our ePayables service is an efficient alternative to paper checks and eliminates bank fees and processing costs, with minimal IT support.

An electronic payment product targeting disbursement and accounts payable spend

ePayables leverages our card network and innovative technology to combine streamlined card account integration with your existing ERP and payables processes. With hassle-free, standard options and no need for physical plastic distribution, the ePayables service is easy to implement.

The Bank of America Competitive Advantage Experience

In 2010, we processed \$8.5 billion in ePayables transactions. There were 1.6 million transactions with an average transaction amount of \$5,285.

In 2009 we processed \$6.1 billion in ePayables transactions.

Once you begin using the service, credit card accounts maintain zero dollars in available funds until a request is received from you to initiate a payment to the vendor. The vendor will receive a notification with remittance information to process the transaction, decreasing the chance of fraud. Vendor match opportunity.

By partnering with Visa or MasterCard[®] and using our Works technology, the City can benefit from a match service that automatically matches a list of your vendors to a database of companies that accept Visa or MasterCard worldwide. This match service provides information on the vendors that have accepted card for accounts payable or purchasing card payments, making it easy to identify check payments that can be converted to electronic card payments.

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Additionally, we will lead the enrollment effort to contact vendors that you want to pay through card and provide vendor on-boarding support through the life of the program. The City will continue to build strong supplier relationships that enable mutual success by having the ability to offer suppliers fast, reliable invoice and payment options.

How the ePayables service works

Simply provide us with your vendor payment information and we will do the rest. The City provides vendor payment information for a Visa or MasterCard and WorksMatch™. This exercise matches known vendors currently accepting card payments and those who have transacted using the Works application to identify the appropriate suppliers to target for card conversion. In addition, we identify vendors that are capable of accepting push payments. Based on this match, the City identifies paper payments to seek conversion to card.

ePayables Implementation Process

1. Targeted vendors are contacted by our enrollment team to request their participation in receiving your future payments by a card payment versus a check payment.
2. Vendors tagged for push pay enrollment are forwarded to Visa for enrollment in the push pay service.
3. The vendors that accept a card payment are then assigned a unique card account number and their payment type is changed to “card” or “other” within your ERP/AP system.
4. The City receives and reviews invoices from its vendors and approves them for payment. You then transmit a payment file to the bank with invoice payment information for all vendors to be paid by card.
5. Once we receive the file, the available funds on the appropriate vendor accounts are increased to match the invoice amount, and vendors receive remittance information with the authorization to process their charge. Vendors set up for push payments have the exact payment amount pushed to their merchant account. Once processed appropriately, each account’s available funds return to zero. If processed per the instructions in the remittance advice, automatic reconciliation occurs and a confirmation file is available to download and integrate into the City’s ERP/AP system.
6. The card accounts can cycle weekly, biweekly or on a monthly basis. The payment due date is selected according to the cycle that is chosen. We debit the City’s DDA account to settle transactions on the due date.

The Bank of America Competitive Advantage How we help your bottom line

ePayables service turns a costly check into an electronic payment. It eliminates per-item banking fees, paper check and postage processing costs, stop payments and check fraud. It can also extend your float opportunity while providing a cash payout incentive.

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7. After the City has been implemented on the ePayables service, we continue to provide vendor matching and on-boarding services through the life of the program.

Bank of America at Work®

Our Bank of America at Work program is a comprehensive package of financial services we can offer to the City's employees. Bank of America at Work gives your employees access to financial tools, resources and solutions to help manage their everyday banking needs and meet their short- and long-term financial goals.

Additionally, offering this banking package to your employees is a cost-effective way to enrich your benefits package. The program offers your employees added incentives to participate in a direct deposit of payroll program – and all this comes at no additional cost to the City.

Bank of America at Work can help provide the following:

- Increased direct deposit participation by incenting your employees with a package of banking products and services -- at no cost to you
- Reduced overall payroll expenses through electronic transactions
- Supplemented benefits package, which increases employee satisfaction and reduces turnover
- Financial education programs to help employees achieve their financial goals
- Minimized risk of stolen or lost checks and check fraud
- Free promotional material such as targeted flyers, posters, email communications and our Bank of America at Work website

The Bank of America at Work program offers your employees a wide range of banking services to choose from as well as savings tips and financial education resources. These benefits include:

- Promotional cash incentives for eligible employees¹ (see Appendix for Bank of America at Work limited-time offer)
- Direct deposit so paychecks are available the day they are deposited
- Access to more than 18,000 ATMs and 5,800 banking centers coast-to-coast
- Optional debit cards with a \$0 Liability Guarantee²
- Online banking and mobile banking for secure access to accounts³
- Optional Bill Pay to help pay bills in minutes from one simple site⁴
- Financial education resources like credit management strategies, savings tips, budgeting tools and more



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- Keep the Change® savings program makes it easy to build savings automatically with each debit card purchase⁵
- Add It Up® program to earn cash back from hundreds of participating retailers⁶

Customized financial education for your employees

We will work with the City to understand your employees' needs for financial education and deliver solutions to help them take charge of their financial future.

Through the Bank at Work program, you can offer employees comprehensive financial education. Employees can access the solutions website for a wide range of financial tools, articles, calculators and tips to help them pursue their financial goals. We also offer online financial education tools to help employees better manage their everyday finances and help them build sound financial habits.

The availability of the program for each employee is based on their use of our direct deposit of payroll services.

The City can rest assured knowing your Client Manager, Natalie Curran, will serve as your liaison to our world-class benefits. Natalie will work closely with our group banking professionals to help make decisions that best serve you and your employees. Natalie is happy to meet with you via conference call to answer any questions you may have regarding our solutions and their competitive advantages.

V. Customer Service and Quality

5.1. The City requires a dedicated customer service representative be assigned to handle the City account.

a. Describe the responsibilities of the customer service personnel, including the chain of command for problem resolution.

The City of Key West will be assigned to a dedicated Client Manager, Natalie Curran who is the first point of contact. Along with Natalie, Bank of America recognizes the unique needs of our Government Clients and has established a team of well-trained, experienced personnel dedicated to servicing state and municipal clients, Government Banking Client Services. The Government Banking Client Service center is empowered to escalate any issue to a service team manager or regional manager for resolution. The management within the client services group is empowered to escalate issues among the various units of the bank to resolve issues on a timely basis.

b. Is local customer service support available for the City's accounts?

Personnel in our local banking centers will be more than happy to assist the City. In order for the City to receive the maximum government customer service experience we suggest that you contact the Government Client Service Center.

Your dedicated service director (DSD) is responsible for ensuring your complete satisfaction with your treasury management products at the bank.

5.2. What are the hours of operation of the Proposer's service unit? [Specify time]

We have offices nationwide to provide client coverage between 7:30 a.m. and 9 p.m. Eastern.

5.3. How does the Proposer handle inquiries requiring research and adjustments? The City requires supporting documentation on any debit or credit correction memo.

We use a software tracking system that enables us to follow and monitor client service requests. For any service requests that require research, the client service advisor will enter the necessary information into our inquiries and investigations system and assign it a case number.

Once the service request has been filed, the case number is tracked continually until the matter is resolved to your satisfaction. If a solution is not reached within a reasonable amount of time, the issue is escalated to the next tier of support to bring resolution to the issue.

Deposit Correction Notices

We will provide the dollar amount of the adjustment, the deposit bag number (last four digits), the account number and the store location number. Denominational breakdown is available on cash vault adjustments. Deposit correction notices delivered by fax display the account number in truncated form for security purposes. In addition, for cash vault deposits, the deposit bag number must be written on the client's deposit ticket if the client wishes to receive the bag number on their deposit correction notice. For cash vault clients set up to receive deposit correction notices via mail, a courtesy phone call may be provided to the client for cash adjustment differences greater than \$500 on the business day following the adjustment posting.

5.4. Are there established turn-around times for research and adjustment items? if yes, specify.

Yes, we continually monitor client service turnaround times to make certain that all matters are resolved in a quick and efficient manner. We are committed to answering all telephone calls promptly, precisely and accurately. We strive to address client issues within one hour of receipt, and our goal is 100% same-day resolution. However, resolutions may take 24 to 48 hours depending on the level of research required.

5.5. Does the Proposer provide technical customer support for computer hardware, software, and communications problems?

Your dedicated service director (DSD) is your first point of contact. If he or she is unable to resolve your inquiry directly, he or she will conference in, or work individually with, a technical support representative to assist with the resolution. The DSD is accountable for a satisfactory resolution.

The supporting business hours of operation are 8 a.m. to 6 p.m. local time.

VI. Bank Fees

- 6.1. Provide the proposed prices for the list of banking services as presented on the Prices and Services Chart in Section XVII. Prices must be guaranteed for the five (5) year term of the contract. In an extended contract period the Proposer has the right to increase services charges. If the Proposer increases these charges, the Proposer must notify the City in writing six (6) months prior to the price increase, of the amount of the increase and the period the increase is effective. It is then the City's option to extend the contract or re-proposal the services.**

We acknowledge and comply with the above statements and requirements. Pricing is guaranteed for the initial five year term.

- 6.2. The City requests that deposit slips be furnished by the Proposer at no cost to the City. Under these circumstances, would the City order deposit slips through the Proposer or directly from a vendor?**

Deposit supplies such as deposit tickets and plastic bags may be ordered through the bank or from a vendor chosen by the City. If ordered through the bank, charges are debited against the account and then Bank of America will place a credit on the account to offset the charges.

- 6.3. The City requests the Proposer to cash City created checks without charge to the payee. Will any charges incurred be passed through to the City? If so, please list these in Section 15.1. What controls are in place to minimize check fraud?**

Check cashing fees are not charged to payees who are our clients. For your employees that do not have a relationship with us, a check cashing fee will be charged. However, there are a number of ways that your company can help prevent your employees from being assessed check cashing fees.

Controls for Check Fraud

We offer a variety of positive pay solutions, adding an extra layer of protection to your accounts. Our Positive Pay solutions include the following:

- Traditional Positive Pay
- Teller Positive Pay
- Payee Positive Pay
- ACH Positive Pay

Positive Pay Benefits for the City

We now pass payee name information for those accounts flagged as Payee Positive Pay and Teller Positive Pay.

This enhancement better equips our bank tellers to detect potentially fraudulent checks before they are cashed.

Traditional Positive Pay

Our Positive Pay service will provide the City with the following benefits:

- **Assistance in reducing check fraud:** We help to make sure that the only checks that are paid are those which match your issue file (serial # and amount).
- **Exception reporting, image access and pay-no-pay decisions via internet:** Through CashPro Online, you can manage the positive pay process in a timely manner.
- **Default decision capability:** We use the default decision that you established during implementation as a precautionary measure when the decision deadline is missed.
- **Online audit trail:** We provide a confirmation using an online report of actions taken.

Teller Positive Pay

Teller positive pay enables tellers in banking centers to determine whether a check presented for encashment has been authorized on the company's positive pay file of issued items. When a check is presented for cashing in a banking center, our teller systems determine if the check issue information matches the serial number and amount of the check presented.

Payee Positive Pay

Payee Positive Pay is an image-based tool that adds another level of security to the bank's check fraud prevention services. This service captures the payee name on checks presented to the bank and compares it to the City's supplied information to determine if the payee has been altered. Any payee discrepancies will be reported to the City for review and the decision whether to pay or return the item.

ACH Positive Pay

With our ACH Positive Pay and ACH Blocks and Authorization services, the City can help protect your assets by automatically authorizing or rejecting ACH debits or credits online. ACH Positive Pay and ACH Blocks and Authorization can enable:

- Automatic acceptance of transactions from authorized trading partners
- Automatic return of incoming unauthorized ACH debits and/or credits, including those designated for consumer bank accounts
- Blocking of transactions from a specific ID, or by Standard Entry Code
- Real-time decisions of unauthorized debits or credits presented to your account
- Ability to add, change or delete authorizations online in real time

- Receipt of end-of-day reporting that provides an audit trail of daily authorization activity

6.4. Will the Proposer charge any one time implementation fees to the City for setting up new services? Please explain these fees if not included in your pricing proposal.

Bank of America will not charge the City an implementation fee. In addition we will offer the City a conversion allowance equal to **Six Months** of treasury services for free.

6.5. Does the Proposer charge for use of uncollected funds? If so, how is the charge calculated?

Yes, a charge for uncollected funds is calculated on the monthly aggregate negative collected balance. The calculation is:

Avg. daily negative collected balance x Avg. negative collected balance rate x number of days in the month / 360

6.6. How soon after the close of the billing period is the account analysis available to the City?

Statements are mailed no later than the 10th business day of the month following the analysis period. Analysis statement (ASC X12 822) transmissions are available one day after the paper statements are mailed. Online statements are available the sixth business day of the month through CashPro Online.

6.7. How are adjustments reflected on the account analysis?

Current period adjustments are included in the current analysis computation. Prior-period adjustments may be detailed on the current statement and included in the current month's compensation calculations.

Any adjustments made by the 25th of the month will be on that month's account analysis statement. Any adjustments requested after that date will be reflected on a subsequent analysis statement.

6.8. Is the Proposer's account analysis available electronically via the Internet?

Yes, the City may receive their analysis statement online through CashPro Online. CashPro Online statements are available for six months. As mentioned earlier online statements are available the sixth business day of the month through CashPro Online.

- 6.9. Please describe the procedures used to adjust Proposer statements and to assure corresponding adjustment to account analysis statement. How is the adjustment handled if the analysis period has already ended?**

Balance adjustments detected in current month are corrected in the DDA system and are automatically imported to analysis. Balance adjustments detected in a historical month are made in analysis only. Historical balance adjustments result in reanalysis, restatement of average Positive collected balances eligible for ECR, Negative collected balances subject to ODIC.

- 6.10. Please list any additional fees for additional services not specifically requested related to conversion, training, and/or other Banking Services. Fees for Banking Services not indicated within this proposal will be considered provided at no additional cost than what is submitted in the proposal.**

Please refer to prices & services charts section for pricing on page 69.

- 6.11. Please provide a sample invoice for the City account.**

Please refer to the Appendix for the publication “A Guide to Reading Your Analysis Statement” which includes a sample statement along with definitions and calculations.

VII. Payment for Banking Services

The City is receptive to the City either paying banking fees directly or applying compensating balance earnings toward bank charges with interest paid on excess balances. Please evaluate the best scenario for the account and make recommendation on a monthly or quarterly basis as to the best mix of balances to offset services charges.

We accept fees, balances or a combination of the two for service compensation. The account analysis system includes the value of balances when calculating service charges.

We suggest the City use compensating balance earnings to offset bank/service charges.

Acknowledging the city was interested in our PFIC accounts with the option of overnight investment sweep. We feel based on current market conditions the best solution at this time would be our Full Analysis Checking account using the City's balances to offset fees.

The Earnings Credit/Allowance Rate (ECR or EAR) on your account is used to calculate your Earnings Allowance, which is based on your average investable balance. A client's ECR/EAR may vary and, at our discretion, this rate may change at any time. The ECR/EAR is applied to the monthly average positive collected balances net of reserve requirement (investable balance). As of March 1, 2009, the reserve requirement is zero percent and may be changed at any time. Specifically, the formula for calculating earnings is:

$$\frac{\text{Investable Balance} \times \text{ECR} \times \text{Days in Month}}{\text{Actual Number of Days in the Year}}$$

VIII. Strength of Financial Institution

8.1 Please provide the collateral level that your bank is required to post for Florida Public Deposits.

Bank of America is a Qualified Public Depository in the State of FL. We will collateralize all deposits in excess of FDIC coverage utilizing the State of Florida Pooled Fund Program as described in the Florida Security of Public Deposits Act Chapter 280.F.S. Currently, our collateral requirement is set at 50%.

Please see appendix for attached Certificate of Qualified Public Depository for Bank of America.

8.2 Please, provide ratings for you from two of the following agencies: Standard & Poor's, Moody's, Fitch. Include ratings for: Commercial Paper, Long-Term Debt for the bank entity and Moody's Bank Financial Rating.

Please refer to our most recent credit ratings below.

Credit Rating summary

BANK OF AMERICA CORPORATION¹ AS OF DECEMBER 31, 2011			
	Moody's	Standard & Poor's	Fitch
Outlook	Negative	Negative	Stable
Long-Term Senior	Baa1	A-	A
Short-Term	P-2	A-2	F1
Subordinated	Baa2	BBB+	A-
Trust Preferred	Ba1	BB+	BBB-
Preferred Stock	Ba3	BB+	BBB-

BANK OF AMERICA, N.A.² AS OF DECEMBER 31, 2011			
	Moody's	Standard & Poor's	Fitch
Outlook	Negative	Negative	Stable
Deposits	A2	A	A+
Long-Term	A2	A	A
Short-Term	P-1	A-1	F1

VIII. Strength of Financial Institution

¹ Ratings are identical for Merrill Lynch & Co.

² Ratings are identical for FIA Card Services, N.A.

IX. Conversion and Implementation

9.1. Describe a conversion plan to transfer assets of the City to your financial institution.

We will work closely with the City to customize an implementation plan to help ensure it fully covers all operational aspects of your banking services requirements. We understand the complexities of implementing new systems, and for that reason, will provide extensive assistance to you while aiming for the highest level of quality. We have worked with many cities and understand the complexities of transitioning banks; our experience will offer the City seamless experience.

Experienced implementation Advisor

We will provide you with an experienced implementation advisor who will have overall responsibility for coordinating the resources of the bank. This individual will be supported by a documentation consultant and a technical implementation consultant, to help ensure that the process is as smooth as possible.

The implementation advisor will guide you through the process, and will arrange regular calls with your own internal implementation team to ensure effective communication, address any issues that arise, and respond to any questions you may have on the progress of the implementation. The implementation advisor assigned to you aims to help ensure a successful implementation by:

- Establishing a working, consultative partnership with your representatives
- Assigning a single point of contact to channel services and address issues
- Defining the scope of the project – products, account structure, timeframes, documentation, roles, system requirements, service agreements, testing, and training
- Tracking progress and continuous communication throughout the entire process
- Assuming primary responsibility for coordinating all internal resources in order to help meet key milestones

Your implementation advisor will continue as your central point of contact for the implementation of the proposed solution for the entirety of the project.

Working alongside the implementation advisor will be a documentation consultant, who will guide you through the account opening documentation process in the following areas:

- Providing dedicated calls to explain the completion of account opening forms and the specific documentary requirements. Where applicable, these calls can be held in the local language.
- Reading documentation in many languages and providing consultancy on certain local law and regulatory compliance issues.
- Reviewing PDF documentation and pre-filling forms to minimize administrative work for you.
- Obtaining any necessary constitutional documentation on your behalf thus facilitating the process for you and helping to ensure that correct and current information is provided from the onset. A list of the countries where we can self source documents can be made available on request.

In addition to the implementation advisor and the documentation consultant, a technical implementation advisor will also be assigned to the City to supervise the successful implementation of the technical elements of the solution.

This advisor will define the technical solution, and will be responsible for managing and supporting the technical aspects of the project such as software and the connectivity between your internal electronic systems and ours. They will act as a technical consultant between both organizations, address any file delivery, security and connectivity requirements and liaise with the implementation advisor, ensuring that you are kept informed of the current status of all technical aspects of the project through the weekly project status meetings.

Once implementation is complete, the IA will introduce you to the Global Client Services team. This team consists of professionals who are trained to handle treasury management operating inquiries, customer service and other support functions. A client service advisor from this team will provide you with ongoing support and answer any questions about the service.

9.2. What is the lead time required for conversion and implementation, based on a start date of July 1, 2012. What are the critical factors that may impact that lead time??

We will have no problem implementing services by July 1, 2012. Once appropriate executed agreements are received, we can begin the process of opening accounts and beginning the foundation work for services required by the City. The specific lead time for each service will vary depending on the requirements of the City.

9.3. Indicate your plans and all costs associated with the conversion and for educating and training the City employees in the use of your systems.

You will have access to user manuals and quick start guides for all requested services. (In some cases, these documents are accessible online using bank-sponsored internet sites.)

A technical support associate will provide training through the telephone for all new CashPro® Online clients within three days of the completed setup. For an additional fee, you can request a full day of on-site installation and training with a technical support associate.

Our most popular method of training is the webinar. This online classroom combines instructor-led, interactive web-based learning with a teleconference.

Following implementation, you can access CashPro University, our online treasury management resource center, for convenient, anytime answers to many of your procedural questions. This comprehensive learning tool includes a knowledge base, interactive training courses, sample reports and other reference tools.

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

You may refer to the following link for a copy of our Treasury Services Terms and Conditions Agreement. A hard copy has also been provided in the Appendix.
http://corp.bankofamerica.com/public/public.portal?_pd_page_label=more/treasuryterms/conditions/default

Once the details of your treasury solution have been determined, we will be pleased to provide you with a complete listing of additional agreements. Account Signature Card, Corporate Resolution and wire agreements are enclosed as well.

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

The specific responsibilities of implementation team members, and the time required to complete their tasks, will be agreed upon during the initial meetings, which are set up as the first step of the implementation process.

In addition to your internal point of contact, we also recommend that you designate a resource for the technical aspects of the solution. Our technical implementation consultant will liaise directly with them, regarding your internal system requirements.

They should be able to deliver information technology resources to support the implementation.

Implementation Timetable

Listed below are time frames required to initiate each service.

- **Checking Accounts** - Three business days to implement after all documents are received.
- **Information Reporting** - Implementation of this service requires approximately 10 days after receipt of required documentation.
- **ACH Services** - Upon receipt of signed documents, approximately 15 working days are required to implement this service providing you input file is in standard NACHA format. Ten calendar days are required for pre-note testing.
- **Account Reconciliation Services (AR)** - We require that implementation be requested 10 business days prior to the start month. Lead-time of approximately 30 days may be required for testing all issue or paid transmissions when using any format other than the bank's standard format.
- **Positive Pay** – The implementation time is dependent upon transmission testing and receipt of outstanding issues.
- **Vault Processing** – Implementation of this service requires approximately one week after receipt of completed documentation.
- **Wire Transfer** – After receipt of executed telephone wire transfer documents, passwords and PIN's will be sent by registered mail within 10 working days.
- **Zero Balance Account** –Five business days are required after receipt of completed documentation to implement zero balance accounts.

Response to City of Key West Request for Banking Services Proposal

IX. Conversion and Implementation

Sample implementation timeline

We have also provided a sample implementation timeline

Client Fulfillment Product	Project Timeline (Business Days)	Product Summary
Group Banking Program		
Bank of America at Work	Varies depending on employee enrollment	Banking services for the District's employees
Deposit Products (DDAs, CDs)		
Account Opening w/all correct Docs – DDA or CD Available for Funding	Same Day if Received by 4pm	
Core Treasury Products		
Automated Clearing House (ACH) Origination	20	
ACH Block/Filter	6	
ACH Positive Pay	20	
Account Reconciliation Process (ARP)	42	Full or Partial Reconciliation; Positive Pay (Check, Teller, Payee)
AOI/SWEEP	11	Automated Overnight Sweep Investment
CashPro Online	17	Online Treasury Services Portal
Online Statements	2	Online functionality
Stop Payment Processing	2	Online functionality
Online Image Access	2	Online functionality
Positive Pay	3	Online functionality. Reconciliation implementation 42 days as stated above
Wire Transfer Initiation	5	Online functionality
ACH Initiation	5	Online functionality
Depository Plus	7	Deposit reconciliation.
CD ROM Image Services	8	Online functionality stated above
Vault	10	Cash vault services
Wire	11	Wire transfer initiation

IX. Conversion and Implementation

Client Fulfillment Product	Project Timeline (Business Days)	Product Summary
Enhanced Treasury Solutions		
Returns Items		
ERIN Return Items	10	Electronic Return Item Reporting
Return Item Transmission	10	
RDI email	10	Email delivery of return item notices and check images
RCK	8	RCK is the conversion of a paper item that has been returned for insufficient or uncollected funds into an ACH debit transaction
ARC	40	
Client Education	3	NOTE: Training is based off Client Target

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

Yes, we will provide you with an experienced implementation advisor who will have overall responsibility for coordinating the resources of the bank. This individual will be supported by a documentation consultant and a technical implementation consultant, to help ensure that the process is as smooth as possible.

Please refer to question 9.1 for more details.

X. Reporting

Please provide copies of the reports most likely to be used by the City based on the services recommended by the Proposer.

Please refer to the Appendix for copies for the following reports.

1. Sample CashPro Online Reports
2. Sample Analysis Statement

Same Day Balance Report -- for Fife

Date range: Dec 14, 2009 thru Dec 14, 2009

Generated on: Dec 18, 2009 at 11:15:AM

Accounts returning no data

Bank Name	Accounts
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Accounts

Bank Name	Bank of America Chicago 355
Account #: 5590027588	Account Name: ABC Corporation Operating Account (USD)

Date: 12/14/2009

Status Balances	Amount
Opening Ledger (010)	\$10,988,766,544.44
Closing Ledger (015)	\$10,986,127,407.12
Today's Opening Available Balance (040)	\$10,429,239,658.12
Closing Available (045)	\$9,983,571,758.36
Closing 1 Day Float (072)	\$445,667,899.76
Closing 2+ Day Float (074)	\$556,887,749.00

Date: 12/14/2009

Same Day Interim Calculations	Amount
Opening Ledger	\$10,988,766,544.44
Current Day Credits	\$19,352,485.76
Current Day Debits	\$21,991,523.08
Interim Immediate	\$13,932,813.45
Interim One Day Float	\$5,106,153.40
Interim Two + Day Float	\$184,418.91
Interim Ledger	\$10,986,127,507.12
Interim Available	\$10,421,180,948.49

Summary Totals		Amount
Total Credits (100)	34	\$19,352,485.76
Total Lockbox Deposits (110)	2	\$2,151.08
Total ACH Credits (140)	11	\$390,463.50
Total Cash Letter Credits (186)	4	\$3,772,538.99
Total Incoming Wires (190)	5	\$5,979,902.15
Total International Credits (210)	1	\$129,100.00
Total Security Credits (230)	1	\$2,125,000.00
Total ZBA\Automatic Transfer Credits (270)	2	\$925.49
Total Commercial Deposits (310)	6	\$3,656,828.06
Total Investment Credits (350)	2	\$3,295,576.49
Total Debits (400)	27	\$21,991,523.08
Total ACH Debits (450)	9	\$18,580,949.34
Total Checks Paid (470)	4	\$8,292.47
Total Outgoing Wires (490)	5	\$424,976.81
Total International Debits (510)	1	\$129,151.29
Total Security Debits (530)	1	\$2,800,000.00
Total Deposited Items Returned (550)	3	\$157.93
Total ZBA\Automatic Transfer Debits (570)	2	\$852.20
Total Miscellaneous Debits (690)	2	\$47,143.04

Date:	Detail Credit Transactions	Amount
12/14/2009	Individual Incoming Internal Money Transfer (191)	\$10,000.00

Availability :

Distributed

0 Day: \$10,000.00

1 Day: \$0.00

2+ Days: \$0.00

080530188039

0530188039

WIRE TYPE:BOOK IN DATE:053008 TIME:1204 ET

TRN:200805300XXXXXXX SNDR REF:2028XXXX

SERVICE REF:

RELATED REF:

ORIG:ABCDEFGHIJK HOLDINGS LLC ID:0086XXXXXXXX

ORG BK: ID:

INS BK: ID:

SND BK: ID:

BNF:ABCDEFGHIJK INTERNATIONAL CO ID:0086XXXXXXXX

BNF BK: ID:

PAYMENT DETAILS:

12/14/2009	Individual Incoming Internal Money Transfer (191)	\$4,906,677.89
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Availability :

Distributed

0 Day: \$4,906,677.89

1 Day: \$0.00

2+ Days: \$0.00

080530182447

0530182447

WIRE TYPE:BOOK IN DATE:053008 TIME:1322 ET

TRN:200805NNNNNNNNNN SNDR REF:20162NNN

SERVICE REF:

RELATED REF:

ORIG:BACDEFGHIJK USA LLC XXX PARK ABCD HHHHHH IL

601TTTTTTT ID:0086TTTTTTT

ORG BK: ID:

INS BK: ID:

SND BK: ID:

BNF:ABCDEFGHIJK HOLDINGS LLC XXX PARK ABCD HHHHHH IL

601TTTTTTT ID:0086TTTTTTT

BNF BK: ID:

PAYMENT DETAILS:

4/08 RRRRRR

12/14/2009	Incoming Money Transfer (195)	\$113,084.51
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Availability :

Distributed

0 Day: \$113,084.51
1 Day: \$0.00
2+ Days: \$0.00

080530248642

0530248642

WIRE TYPE:WIRE IN DATE:053008 TIME:1418 ET

TRN:200805RRRRRRRRRR SNDR REF:08053RRRRRRR

SERVICE REF:20080530G1RRRRRRRRRRRR

RELATED REF:

ORIG:ABBBBB AND CCCCCC MANUFACTURING AAA ATTN COMPTROLLER

2060 AAAAA DR RRRRRRRR TX 7506RRRRR ID:1880RRRRR

ORG BK: ID:

INS BK: ID:

SND BK:COMERICA BANK ID:111000753

BNF:ABCDEFGHIJK HOLDINGS AAA ID:008TTTTTTTTT

BNF BK: ID:

PAYMENT DETAILS:

12/14/2009

Incoming
Money
Transfer
(195)

\$950,039.75

Availability :

Distributed

0 Day: \$950,039.75

1 Day: \$0.00

2+ Days: \$0.00

080530247907

0530247907

WIRE TYPE:WIRE IN DATE:053008 TIME:1416 ET

TRN:2008053000XXXXXX SNDR REF:2008053YYYYYYYYY

SERVICE REF:20080530EZZZZZZZZZZZZ

RELATED REF:2000490JJJJJJJJ

ORIG:ABCD NNNN BODY COMPANY ID:WBHHHHHHHHHHHHHHHH

ORG BK:ABCD NNNN BODY CO ID:2079XXXXXXXXXX

INS BK: ID:

SND BK:WACHOVIA BANK NA OF GEORGIA ID:061000227

BNF:ABCDEFGHIJK TRUCK NNNNNNNNNN ID:0086UUUUUUUU

BNF BK: ID:

PAYMENT DETAILS:

20004CCCCCCCCCCC

12/14/2009

International
Money
Transfer
(208)

\$100.00

Availability :

Distributed

0 Day: \$100.00

1 Day: \$0.00

2+ Days: \$0.00

080530194545

0530194545

WIRE TYPE:INTL IN DATE:053008 TIME:1220 ET

TRN:200805YYYYYXXXXXX SNDR REF:3009944XXXXXXX

SERVICE REF

RELATED REF:2029XXXX

ORIG:ABCMUUUU NNNNNNNNNN LIMITED PO BOX 2 UUUUUUUUUUUU

HHHHHHH UNITED KINGDOM ID:

ORG BK: ID:

INS BK::

SND BK:
 ORIG: ID:
 BNF:ABCDEFGH XXXXXXXX YYYYYYYY ID:62.651.XXXXXXXXXXX
 BNF BK:BANCO ITAU S.A. ID:0065XXXXXXXX
 PAYMENT DETAILS:
 INVOICE 000XXX XXXXXXXX FILES 5/07 T
 O 02/08

Credit Item Count

5

\$5,979,902.15

Date:	Detail Debit Transactions	Amount
12/14/2009	Individual Outgoing Internal Money Transfer (491)	\$62,500.00
080530182924		
0530182924		
WIRE TYPE:BOOK OUT DATE:053008 TIME:1322 ET		
TRN:20080530RRRRRRRR		
FED IMAD:		
RELATED REF:20162RRR		
ORIG: ID:		
BNF:THE AAAAA COMPANY 500 AAAA BLVD RRRRRR IL 601RRRRRRR		
ID:008666RRRRRR		
BNF BK: ID:		
INT BK: ID:		
RECV BK: ID:		
PAYMENT DETAILS:		
4/08 RRRRRRR		
12/14/2009	Outgoing Money Transfer (495)	\$1,038.00
080530190253		
0530190253		
WIRE TYPE:WIRE OUT DATE:053008 TIME:1209 ET		
TRN:2008053000190253 SERVICE REF:002717		
FED IMAD:20080530B6B7HU5R002717		
RELATED REF:20289668		
ORIG: ID:		
BNF:VANGUARD GROUP PURCHASE ACCO ID:2100013872783		
BNF BK:WACHOVIA BANK NA OF NJ/PA/NY ID:031201467		
INT BK: ID:		
RECV BK: ID:		
PAYMENT DETAILS:		
OBI PLAN 072625		
12/14/2009	Outgoing Money Transfer (495)	\$226,002.17
080530189808		
0530189808		
WIRE TYPE:WIRE OUT DATE:053008 TIME:1210 ET		
TRN:20080530RRRRRRRR SERVICE REF:002RRR		
FED IMAD:20080530B6YYYYYYYYYYYY		
RELATED REF:2028YYYY		
ORIG: ID:		
BNF:AAAAAAA GROUP PURCHASE AAAA ID:2100RRRRRRRRR		
BNF BK:WACHOVIA BANK NA OF NJ/PA/NY ID:031201467		
INT BK: ID:		
RECV BK: ID:		

PAYMENT DETAILS:

OBI PLAN 097225

12/14/2009	International Money Transfer (508)	\$10,436.64
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080530194545

0530194545

WIRE TYPE:INTL OUT DATE:053008 TIME:1219 ET

TRN:2008053000XXXXXX

FED IMAD:

RELATED REF:2029XXXX

ORIG: ID:

BNF:ABCDEFGH XXXXXXXX YYYYYYYY ID:62.651.XXXXXXXXXXX

BNF BK:BANCO ITAU S.A. ID:0065XXXXXXXX

INT BK: ID:

RECV BK: ID:

PAYMENT DETAILS:

INVOICE 000XXX XXXXXXXX FILES 5/07 T

O 02/08

12/14/2009	International Money Transfer (508)	\$125,000.00
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080530195821

0530195821

WIRE TYPE:INTL OUT DATE:053008 TIME:1222 ET

TRN:20080530XXXXXXXX SERVICE REF:383XXX

FED IMAD:

RELATED REF:202XXXXX

ORIG: ID:

BNF:ABCDEFGHIJK CAXXX LTD ID:4902XXXXXXXX

BNF BK:THE ROYAL BANK OF CANADA ID:ROYYYYYYYYYYYYYYYYYYYY

INT BK: ID:

RECV BK:JPMORGAN CHASE BANK N.A. ID:00XX

PAYMENT DETAILS:

Debit Item Count 5 \$424,976.81

Previous Day Balance Report -- for Fife

Date range: Dec 14, 2009 thru Dec 14, 2009

Generated on: Dec 18, 2009 at 05:49:AM

Accounts returning no data

Bank Name	Accounts
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Accounts

Bank Name	Bank of America Chicago 355
Account #: 5590027588	Account Name: ABC Corporation Operating Account (USD)

Date: 12/14/2009

Status Balances	Amount
Opening Ledger (010)	\$10,988,766,544.44
Closing Ledger (015)	\$10,986,127,407.12
Today's Opening Available Balance (040)	\$10,429,239,658.12
Closing Available (045)	\$9,983,571,758.36
Closing 1 Day Float (072)	\$445,667,899.76
Closing 2+ Day Float (074)	\$556,887,749.00

Date: 12/14/2009

Summary Totals	Amount
Total Credits (100)	34 \$19,352,485.76
Total Lockbox Deposits (110)	2 \$2,151.08
Total ACH Credits (140)	11 \$390,463.50
Total Cash Letter Credits (186)	4 \$3,772,538.99
Total Incoming Wires (190)	5 \$5,979,902.15
Total International Credits (210)	1 \$129,100.00
Total Security Credits (230)	1 \$2,125,000.00
Total ZBA\Automatic Transfer Credits (270)	2 \$925.49
Total Commercial Deposits (310)	6 \$3,656,828.06
Total Investment Credits (350)	2 \$3,295,576.49
Total Debits (400)	27 \$21,991,523.08
Total ACH Debits (450)	9 \$18,580,949.34
Total Checks Paid (470)	4 \$8,292.47
Total Outgoing Wires (490)	5 \$424,976.81
Total International Debits (510)	1 \$129,151.29
Total Security Debits (530)	1 \$2,800,000.00
Total Deposited Items Returned (550)	3 \$157.93
Total ZBA\Automatic Transfer Debits (570)	2 \$852.20
Total Miscellaneous Debits (690)	2 \$47,143.04

Date:

12/14/2009

Detail Credit Transactions	Amount
Individual Incoming Internal Money Transfer (191)	\$10,000.00

Availability :

Distributed

0 Day: \$10,000.00

1 Day: \$0.00

2+ Days: \$0.00

080530188039

0530188039

WIRE TYPE:BOOK IN DATE:053008 TIME:1204 ET

TRN:200805300XXXXXXX SNDR REF:2028XXXX

SERVICE REF:

RELATED REF:

ORIG:ABCDEFGHIJK HOLDINGS LLC ID:0086XXXXXXXX

ORG BK: ID:

INS BK: ID:

SND BK: ID:

BNF:ABCDEFGHIJK INTERNATIONAL CO ID:0086XXXXXXXX

BNF BK: ID:

PAYMENT DETAILS:

12/14/2009

Individual
Incoming
Internal
Money
Transfer
(191)

\$4,906,677.89

Availability :

Distributed

0 Day: \$4,906,677.89

1 Day: \$0.00

2+ Days: \$0.00

080530182447

0530182447

WIRE TYPE:BOOK IN DATE:053008 TIME:1322 ET

TRN:200805NNNNNNNNNN SNDR REF:20162NNN

SERVICE REF:

RELATED REF:

ORIG:BACDEFGHIJK USA LLC XXX PARK ABCD HHHHHH IL

601TTTTTTT ID:0086TTTTTTTT

ORG BK: ID:

INS BK: ID:

SND BK: ID:

BNF:ABCDEFGHIJK HOLDINGS LLC XXX PARK ABCD HHHHHH IL

601TTTTTTT ID:0086TTTTTTTT

BNF BK: ID:

PAYMENT DETAILS:

4/08 RRRRRRR

12/14/2009

Incoming
Money
Transfer
(195)

\$113,084.51

Availability :

Distributed

0 Day: \$113,084.51

1 Day: \$0.00

2+ Days: \$0.00

080530248642

0530248642

WIRE TYPE:WIRE IN DATE:053008 TIME:1418 ET

TRN:200805RRRRRRRRRR SNDR REF:08053RRRRRRR

SERVICE REF:20080530G1RRRRRRRRRRRR

RELATED REF:

ORIG:ABBBBB AND CCCCCC MANUFACTURING AAA ATTN COMPROLLER

2060 AAAAA DR RRRRRRR TX 7506RRRRR ID:1880RRRRR

ORG BK: ID:
 INS BK: ID:
 SND BK:COMERICA BANK ID:111000753
 BNF:ABCDEFGHIJK HOLDINGS AAA ID:008TTTTTTTTT
 BNF BK: ID:
 PAYMENT DETAILS:

12/14/2009	Incoming Money Transfer (195)	\$950,039.75
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Availability :
 Distributed
 0 Day: \$950,039.75
 1 Day: \$0.00
 2+ Days: \$0.00

080530247907
 0530247907

WIRE TYPE:WIRE IN DATE:053008 TIME:1416 ET
 TRN:2008053000XXXXXX SNDR REF:2008053YYYYYYYYY
 SERVICE REF:20080530EZZZZZZZZZZZZZZZZZZ
 RELATED REF:2000490JJJJJJJJJ
 ORIG:ABCD NNNN BODY COMPANY ID:WBHHHHHHHHHHHHHHHHH
 ORG BK:ABCD NNNN BODY CO ID:2079XXXXXXXXXX
 INS BK: ID:
 SND BK:WACHOVIA BANK NA OF GEORGIA ID:061000227
 BNF:ABCDEFGHIJK TRUCK NNNNNNNNNNN ID:0086UUUUUUUUU
 BNF BK: ID:
 PAYMENT DETAILS:
 20004CCCCCCCCCCC

12/14/2009	International Money Transfer (208)	\$100.00
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Availability :
 Distributed
 0 Day: \$100.00
 1 Day: \$0.00
 2+ Days: \$0.00

080530194545
 0530194545

WIRE TYPE:INTL IN DATE:053008 TIME:1220 ET
 TRN:200805YYYYYXXXXXX SNDR REF:3009944XXXXXXX
 SERVICE REF
 RELATED REF:2029XXXX
 ORIG:ABCM MM UUUU NNNNNNNNN LIMITED PO BOX 2 UUUUUUUUUUU
 HHHHHHHH UNITED KINGDOM ID:
 ORG BK: ID:
 INS BK::
 SND BK:
 ORIG: ID:
 BNF:ABCDEFGH XXXXXXXX YYYYYYYY ID:62.651.XXXXXXXXXXX
 BNF BK:BANCO ITAU S.A. ID:0065XXXXXXXXX
 PAYMENT DETAILS:
 INVOICE 000XXX XXXXXXXX FILES 5/07 T
 O 02/08

Credit Item Count	5	\$5,979,902.15
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Date:	Detail Debit Transactions	Amount
12/14/2009	Individual Outgoing Internal Money Transfer (491)	\$62,500.00

080530182924

0530182924

WIRE TYPE:BOOK OUT DATE:053008 TIME:1322 ET

TRN:20080530RRRRRRRR

FED IMAD:

RELATED REF:20162RRR

ORIG: ID:

BNF:THE AAAAA COMPANY 500 AAAA BLVD RRRRRR IL 601RRRRRRR

ID:008666RRRRRR

BNF BK: ID:

INT BK: ID:

RECV BK: ID:

PAYMENT DETAILS:

4/08 RRRRRRR

12/14/2009	Outgoing Money Transfer (495)	\$1,038.00
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080530190253

0530190253

WIRE TYPE:WIRE OUT DATE:053008 TIME:1209 ET

TRN:2008053000190253 SERVICE REF:002717

FED IMAD:20080530B6B7HU5R002717

RELATED REF:20289668

ORIG: ID:

BNF:VANGUARD GROUP PURCHASE ACCO ID:2100013872783

BNF BK:WACHOVIA BANK NA OF NJ/PA/NY ID:031201467

INT BK: ID:

RECV BK: ID:

PAYMENT DETAILS:

OBI PLAN 072625

12/14/2009	Outgoing Money Transfer (495)	\$226,002.17
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080530189808

0530189808

WIRE TYPE:WIRE OUT DATE:053008 TIME:1210 ET

TRN:20080530RRRRRRRR SERVICE REF:002RRR

FED IMAD:20080530B6YYYYYYYYYYYY

RELATED REF:2028YYYY

ORIG: ID:

BNF:AAAAAAA GROUP PURCHASE AAAA ID:2100RRRRRRRRR

BNF BK:WACHOVIA BANK NA OF NJ/PA/NY ID:031201467

INT BK: ID:

RECV BK: ID:

PAYMENT DETAILS:

OBI PLAN 097225

12/14/2009	International Money Transfer (508)	\$10,436.64
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080530194545

0530194545

WIRE TYPE:INTL OUT DATE:053008 TIME:1219 ET

TRN:2008053000XXXXXX

FED IMAD:

RELATED REF:2029XXXX

ORIG: ID:

BNF:ABCDEFGHIJ KXXXXXXXX YYYYYYYY ID:62.651.XXXXXXXXXXX
 BNF BK:BANCO ITAU S.A. ID:0065XXXXXXXX
 INT BK: ID:
 RECV BK: ID:
 PAYMENT DETAILS:
 INVOICE 000XXX XXXXXXXX FILES 5/07 T
 O 02/08

12/14/2009	International Money Transfer (508)	\$125,000.00
------------	------------------------------------	--------------

080530195821

0530195821

WIRE TYPE:INTL OUT DATE:053008 TIME:1222 ET

TRN:20080530XXXXXXXXX SERVICE REF:383XXX

FED IMAD:

RELATED REF:202XXXXX

ORIG: ID:

BNF:ABCDEFGHIJK CAXXXX LTD ID:4902XXXXXXXXX

BNF BK:THE ROYAL BANK OF CANADA ID:ROYYYYYYYYYYYYYYYYYYYYYYYY

INT BK: ID:

RECV BK:JPMORGAN CHASE BANK N.A. ID:00XX

PAYMENT DETAILS:

Debit Item Count	5	\$424,976.81
-------------------------	----------	---------------------

Date: 12/14/2009

Bank of America Chicago 355 Status Balances First Day (USD)	Amount
Opening Ledger (010)	\$10,988,766,544.44
Closing Ledger (015)	\$10,986,127,407.12
Today's Opening Available Balance (040)	\$10,429,239,658.12
Closing Available (045)	\$9,983,571,758.36
Closing 1 Day Float (072)	\$445,667,899.76
Closing 2+ Day Float (074)	\$556,887,749.00

Bank of America Chicago 355 Summary Totals (USD)		Amount
Total Credits (100)	34	\$19,352,485.76
Total Lockbox Deposits (110)	2	\$2,151.08
Total ACH Credits (140)	11	\$390,463.50
Total Cash Letter Credits (186)	4	\$3,772,538.99
Total Incoming Wires (190)	5	\$5,979,902.15
Total International Credits (210)	1	\$129,100.00
Total Security Credits (230)	1	\$2,125,000.00
Total ZBA\Automatic Transfer Credits (270)	2	\$925.49
Total Commercial Deposits (310)	6	\$3,656,828.06
Total Investment Credits (350)	2	\$3,295,576.49
Total Debits (400)	27	\$21,991,523.08
Total ACH Debits (450)	9	\$18,580,949.34
Total Checks Paid (470)	4	\$8,292.47
Total Outgoing Wires (490)	5	\$424,976.81
Total International Debits (510)	1	\$129,151.29
Total Security Debits (530)	1	\$2,800,000.00

Total Deposited Items Returned (550)	3	\$157.93
Total ZBA\Automatic Transfer Debits (570)	2	\$852.20
Total Miscellaneous Debits (690)	2	\$47,143.04

A guide to reading your Analysis statement.

The Bank of America analysis statement is designed to efficiently meet your account information needs. To better understand this analysis statement, please review the headings and examples in this guide.

If you have any questions, contact your Bank of America account representative

Basic Account Information

1. **Account Number**
Indicates your checking account product name and account number or your analysis Group Summary Number.
2. **Analysis Account Information**
Shows the calendar month being analyzed, the settlement frequency and corresponding scheduled settlement date, and the settlement type.

Balance Summary Information

3. **Average Positive Ledger Balance**
The positive ledger balances for each day of the calendar month are totaled and divided by the actual number of days in the month.
4. **Average Ledger Balance**
Displays the average of all positive and negative or overdrawn ledger balances during the calendar month.
5. **Average Float Shows**
The average daily dollar amount of items in the process of collection during the calendar month.
6. **Average Collected Balance**
Denotes Average Ledger Balance less Average Float.
7. **Average Negative Collected Balance**
The negative or overdrawn collected balances for each day of the calendar month are totaled and divided by the actual number of days in the month. This figure is used to calculate the Collected Overdraft Interest Charge.
8. **Average Positive Collected Balance**
The positive collected balances for each day of the calendar month are totaled and divided by the actual number of days in the month. This figure, less Reserves, is equal to the Available Balance for Earnings Credit.

9. **Reserves**
Indicates the portion of your balances that is maintained with the Federal Reserve. Reserves are calculated using the Average Positive Collected Balance multiplied by the current reserve rate.
10. **Available Balance for Earnings Credit**
Denotes the Average Positive Collected Balance less Reserves. This figure is used to calculate the monthly Earnings on Available Balance.
11. **Available Balance Required**
This figure is calculated by multiplying the Total Service Charges by the Current Month's Multiple to show the balances required to support Total Service Charges. Available balances required to support each service charge are listed in the Service section Balance Required column.
12. **Net Available Balance**
Shows the Available Balance for Earnings Credit less the Available Balance Required. A positive figure represents excess balances; a negative figure indicates additional balances required to compensate for service charges.
13. **Required Reserves on Net Available Balance**
Denotes reserves that would have been required on the additional balances needed to fully compensate for service charges. (Deficit Collected Balance x Current Reserve Rate)
14. **Deficit Collected Balance**
Indicates the additional balances that would have been required to fully compensate for account activity during the current month when the Net Available Balance is negative. This amount includes the reserve requirement for those additional balances. (Net Available Balance/[1 - Current Reserve Rate])

Earnings Credit Summary Information

15. **Available Balance for Earnings Credit**
This balance was calculated in the Balance Summary column and is repeated here for Earnings Credit Summary information.
16. **Earnings an Available Balance**
Denotes the current month's earnings credit based on the Available Balance for Earnings Credit. (Available Balance for Earnings Credit x Earnings Credit Rate x Number of Days in Month/365)
17. **Total Service Charges**
Displays the total of all charges for services rendered during the calendar month. This figure and the Earnings on Available Balance are netted to determine the Excess Allowance or Deficit.
18. **Excess Allowance or Deficit**
 - Excess Allowance occurs when the Earnings on Available Balance exceed the Total Service Charges.
 - Deficit occurs when the Total Service Charges exceed the Earnings on Available Balance.
19. **Period to Date Excess Allowance or Deficit**
Shows excess position or cumulative amount due for the current settlement period.
20. **Current Period Service Charge**
Indicates the amount due, if any, for the current settlement period.
 - When it is not a settlement month, this amount will be \$0.00.
 - If an account in a group is debited for service charges, the account to be charged will be displayed.
 - If the group or single account is invoiced for service charges, the invoice number will be displayed.
21. **Current Month's Earnings Credit Rate**
This rate is applied to the Available Balance for Earnings Credit to calculate the value of that balance during the current month.
22. **Current Month's Multiple**
The Current Month's Multiple is the amount of available balance required to support \$1.00 of service charges. $1/(\text{Earnings Credit Rate} \times \text{Number of Days in Month}/365)$
23. **Service**
Lists the services used during the current analysis month. Services are grouped according to their product family.
24. **Number of Units**
Shows the total number of units used for each service.
25. **Unit Price**
Displays the per-unit charge for the service.
26. **Service Charge**
Shows the total charge to the customer for each service provided. (Number of Units x Unit Price)
27. **Balance Required**
Provides the amount of available Balance Required to offset the calculated charge for service. The Current Month's Multiple is used to calculate the Balance Required. (Current Month's Multiple x Service Charge)
28. **Collected Overdraft Interest Charge**
The charge for collected overdraft interest. (Average Negative Collected Balance x Collected Overdraft Interest Rate x Number of Days in Month/360) For some accounts, this will be an explicit charge.
29. **Collected Overdraft Interest Rate**
This rate is used to calculate the Collected Overdraft Interest Charge, which is based on your average negative collected balance. The rate on your account may vary and, at our discretion, we may change this rate at any time. When determining this rate, Bank of America considers a number of factors and generally bases this rate on our average Prime Rate for the effective month plus a margin. The margin may change from time to time.
30. **FDIC Assessment**
The FDIC fee and Financing Corporation (FICO) assessment, when applicable, is based upon an account's average positive ledger balance for the month. The FDIC assessment may include deposit insurance, FICO assessment and other charges provided by law. This charge can be offset with earnings credits on eligible collected balances.
31. **Total Service Charges**
Denotes total of all charges for services rendered during the current calendar month.

Services

BANK OF AMERICA, N.A.
P.O. BOX 830175 ACCT ANALYSIS
DALLAS, TX 75283-0175



BANK OF AMERICA CLIENT
P.O. BOX 1234
ANYTOWN, USA

ANALYSIS STATEMENT MEMBER FDIC

1 FULL ANALYSIS BUSINESS CKG 01 0012 3456 7890
BANK AND COST CENTER NUMBER 001 000XXXX

DATE PREPARED 02-04-YY

2 MONTH ENDING 01-31-YY
MONTHLY SETTLEMENT 01-31-YY
SETTLEMENT & ACCOUNT TYPE GROUPED 507
OFFICER NUMBER 12345
PAGE 1 of 1

BALANCE SUMMARY

3	AVG POSITIVE LEDGER BALANCE	\$	158,972.38
4	AVG LEDGER BALANCE		157,120.52
5	LESS AVG FLOAT		30,090.13
6	AVG COLLECTED BALANCE		127,030.39
7	AVG NEGATIVE COLL BALANCE		13,444.45
8	AVG POSITIVE COLL BALANCE		140,474.84
9	LESS RESERVES	10%	14,047.48
10	AVAIL BAL FOR EARNINGS CREDIT		126,427.36
11	AVAILABLE BALANCE REQUIRED		185,410.71
12	NET AVAILABLE BALANCE		-58,983.35
13	REQ RESERVES ON NET AVAIL BAL		6,553.71
14	DEFICIT COLLECTED BALANCE		65,537.06

EARNINGS CREDIT SUMMARY

15	AVAIL BAL FOR EARNINGS CREDIT	\$	126,427.36
16	EARNINGS ON AVAILABLE BALANCE		118.11
17	LESS TOTAL SERVICE CHARGES		173.22
18	DEFICIT		55.11
19	PERIOD TO DATE DEFICIT		55.11
20	CURRENT PERIOD SERVICE CHARGE	\$	55.11

ACCOUNT #01 0012 3456 7890 TO BE
DEBITED FOR SERVICE CHARGE

21 CURRENT MONTH'S EARNINGS CREDIT RATE = 1.10% **22** CURRENT MONTH'S MULTIPLE = \$1,070.38

23 SERVICE	24 NUMBER OF UNITS	25 UNIT PRICE	26 SERVICE CHARGE	27 BALANCE REQUIRED
BALANCE RELATED SERVICES				
28 COLL OVERDRAFT INTEREST CHARGE	13,444	29 8.2500	95.51	102,230.30
30 FDIC ASSESSMENT	90,110		.90	964.52
DEPOSITORY SERVICES				
ACCOUNT MAINTENANCE	1	21.00	21.00	22,477.98
BANKING CENTER DEPOSIT	12	2.00	24.00	25,689.12
QBD/NIGHT DROP DEPOSIT	4	1.05	4.20	4,495.60
ITEM PROCESSING DEPOSIT	1	1.05	1.05	1,123.90
GENERAL CKS PAID-NOT TRUNCATED	8	.20	1.60	1,712.61
CKS DEPOSITED-ON US	80	.15	12.00	12,844.56
CKS DEPOSITED-ALL OTHER	51	.16	8.16	8,734.30
COMMERCIAL DEPS-CASH VAULT				
CURR/COIN DEP/\$100-BKG CTR	24	.20	4.80	5,137.82
31 TOTAL SERVICE CHARGES			173.22	185,410.71

Price/Rate information is for illustrative purposes only.

"Bank of America Merrill Lynch" is the marketing name for the global banking and global markets businesses of Bank of America Corporation. Lending, derivatives, and other commercial banking activities are performed globally by banking affiliates of Bank of America Corporation, including Bank of America, N.A., member FDIC. Securities, strategic advisory, and other investment banking activities are performed globally by investment banking affiliates of Bank of America Corporation ("Investment Banking Affiliates"), including, in the United States, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Merrill Lynch Professional Clearing Corp., all of which are registered broker-dealers and members of FINRA and SIPC, and, in other jurisdictions, by locally registered entities. Investment products offered by Investment Banking Affiliates: Are Not FDIC Insured May Lose Value Are Not Bank Guaranteed.

XI. References

Provide three (3) public references within the state of Florida, (if possible, where similar services were provided), including the length of time the Proposer has provided services, client name, contact personnel, address, and phone number. The City may contact these references during the evaluation process. If three Florida public references are not possible, provide three private references whose banking services most closely resemble the account structure used by the City.

We are pleased to provide three references per the City’s requirements.

Tampa , City of City Hall, 315 E. Kennedy Blvd Tampa, FL 33602	
Contact name\Title:	Lee Huffstutler, Chief Accountant
Telephone\Email:	813.274.8631 Email: Lee.Huffstutler@ci.tampa.fl.us
Orlando , City of City Hall, Office of Business and Financial Services 400 S Orange Ave., FL 4 Orlando, FL 32801	
Contact name\Title:	Michelle McCrimmon, CPA; Controller
Telephone\Email:	407.246.2142 Email: michelle.mccrimmon@cityoforlando.net
Osceola County BOCC 1 Courthouse Square, Suite 2100 Kissimmee, Florida 34741	
Contact name\Title:	Imtiaz (Fazie) Khan, Comptroller
Telephone\Email:	407 742.1705 Email: fkhan@osceola.org

XIII. Prices and Services Charts

Listed below is a monthly average of activity for the period January 2011 — December 2011. Volumes are estimated and not guaranteed as minimums or maximums Based on the information contained in this proposal, provide unit charges for the new services. The Proposer must use this format, adding any other service fees that will be-charged. Additionally, Proposers are requested to provide the information below electronically (Excel is preferred) to the City. Information on additional recommended banking services not covered in the proposal must be added in Attachment 7. Fees not included on the following table should be included at the bottom of each section as applicable.

13.1. Banking Services Chart

Banking Services	Average Volume	Unit Price	Monthly Fee
Pooled Cash Account		0.00	0.00
ACH Monthly Maintenance Fee	1	20.00	20.00
ACH File Fees	10	10.00	100.00
ACH Per Item	4,172	0.06	250.32
Coin Bags***	780	0.15	117.00
Maintenance Fee	1	8.00	8.00
Debits Processed	7	0.15	1.05
Credits Processed	643	0.15	96.45
ACH Credits Fee	383	0.06	22.98
On Us Rem Fee	1,492	0.06	89.52
Foreign Item Fee 1	4,963	0.06	297.78
Chargeback Redeposit	9	3.50	31.50
Chargeback Fee	6	3.50	21.00
Outgoing Wire	6	8.00	48.00
Incoming Wire	0	8.00	0.00
Stop Payment Fee	0	15.00	0.00
Payroll Account			
ACH Monthly Maintenance Fee	0	20.00	0.00
ACH File Fees	0	10.00	0.00
ACH Per Item	0	0.06	0.00
Coin Bags***	0	0.15	0.00
Maintenance Fee	1	8.00	8.00
Debits Processed	130	0.15	19.50
Credits Processed	1	0.15	0.15
ACH Credits Fee	0	0.06	0.00
On Us Item Fee	0	0.06	0.00
Foreign Item Fee 1	0	0.06	0.00
Chargeback Redeposit	0	3.50	0.00
Chargeback Fee	0	3.50	0.00
Outgoing Wire	0	8.00	0.00

Response to City of Key West Request for Banking Services Proposal

XIII. Prices and Services Charts

Incoming Wire	0	8.00	0.00
Stop Payment Fee	0	15.00	0.00
Operating Account			
ACH Monthly Maintenance Fee	0	20.00	0.00
ACH File Fees	0	10.00	0.00
ACH Per Item	0	0.06	0.00
Coin Bags***	0	0.15	0.00
Maintenance Fee	1	8.00	8.00
Debits Processed	445	0.15	66.75
Credits Processed	0	0.15	0.00
ACH Credits Fee	0	0.06	0.00
On Us Item Fee	0	0.06	0.00
Foreign Item Fee 1	0	0.06	0.00
Chargeback Redeposit	0	3.50	0.00
Chargeback Fee	0	3.50	0.00
Outgoing Wire	0	8.00	0.00
Incoming Wire	0	8.00	0.00
Stop Payment Fee	1	15.00	15.00
Online Credit Card Payment Account			
ACH Monthly Maintenance Fee	0	20.00	0.00
ACH File Fees	0	10.00	0.00
ACH Per Item	0	0.06	0.00
Coin Bags***	0	0.15	0.00
Maintenance Fee	0	8.00	0.00
Debits Processed	0	0.15	0.00
Credits Processed	6	0.15	0.90
ACH Credits Fee	6	0.06	0.36
On Us Item Fee	0	0.06	0.00
Foreign Item Fee 1	0	0.06	0.00
Chargeback Redeposit	0	3.50	0.00
Chargeback Fee	0	3.50	0.00
Outgoing Wire	0	8.00	0.00
Incoming Wire	0	8.00	0.00
Stop Payment Fee	0	15.00	0.00
Police Investigation Account			
ACH Monthly Maintenance Fee	0	20.00	0.00
ACH File Fees	0	10.00	0.00
ACH Per Item	0	0.06	0.00
Coin Bags***	0	0.15	0.00
Maintenance Fee	1	8.00	8.00
Debits Processed	0	0.15	0.00
Credits Processed	0	0.15	0.00
ACH Credits Fee	0	0.06	0.00
On Us Item Fee	0	0.06	0.00
Foreign Item Fee 1	0	0.06	0.00
Chargeback Redeposit	0	3.50	0.00

Response to City of Key West Request for Banking Services Proposal

XIII. Prices and Services Charts

Chargeback Fee	0	3.50	0.00
Outgoing Wire	0	8.00	0.00
Incoming Wire	0	8.00	0.00
Stop Payment Fee	0	15.00	0.00

Average Collected Balance	\$9,000,000
Current Earnings Credit Rate	0.25 %
Floor Rate for ECR	N/A %
FDIC Assessment	\$977.40
Fee Waiver (if applicable)	N/A
Current Interest Rate**	N/A %
Floor Interest Rate**	N/A %

** Please refer to section for our recommendation for type of account.

*** Please note we charge per \$100.00 deposited not the number of bags.

Bank of America will offer the City a conversion allowance equal to Six Months of treasury services for free.

Additional/ Not Requested Services

- **Zero Balance Accounts (ZBA)**
 1. **Master Account (per account): \$20.00**
 2. **Sub Account (per account): \$10.00**
 3. **ZBA per transaction: \$0.00**
- **CDRom**
 1. **Monthly Maintenance: \$25.00**
 2. **CDRom Disk: \$10.00**
 3. **Per Item: \$0.04**

XIV. Attachments

Attachment 1 Qualified Public Depository



STATE OF FLORIDA
Office of the Chief Financial Officer
Division of Treasury
Bureau of Collateral Management

CERTIFICATE OF QUALIFIED PUBLIC DEPOSITORY
UNDER THE FLORIDA SECURITY FOR
PUBLIC DEPOSITS ACT

This is to certify that

BANK OF AMERICA, N.A.
101 SOUTH TRYON STREET
CHARLOTTE, NORTH CAROLINA 28255

has fully qualified as a public depository pursuant to Chapter 280, Florida Statutes, otherwise known as the Florida Security for Public Deposits Act. As such, said bank or savings association is hereby designated to receive public deposits, as defined in Subsection 280.02(13), Florida Statutes.

Given under my hand this 10th day of August, 2011.



CHIEF FINANCIAL OFFICER, STATE OF FLORIDA

**Attachment 2
Equal Employment Opportunity Statement**

The undersigned Proposer, by the signature below, represents that the foregoing information is true and correct. The undersigned Proposer, by the signature below, provides assurances to the City of its compliance with Federal, State and City affirmative action and equal employment opportunity requirements. The undersigned Proposer further assures that it and its sub-contractors/sub-recipients facilities are accessible to the handicapped (if applicable).

IN WITNESS WHEREOF, this Equal Employment Opportunity Statement is hereby signed as of the date indicated.

PROPOSER: Bank of America, .N.A.

ATTEST

By: N/A***
Authorized Signature signed in ink
before a Notary Public

Natalie Curran
Typed name of person signing above
Vice President
Title of person signing above

Witness

Witness

Date signed:

Notary Public, State of

My commission expires:

**** Please see appendix for our Equal Employment Opportunity and Affirmative
Action Policy Statement**

***** Please see Exceptions and Clarifications section for response to this
attachment.**

Attachment 4 Interest Rates

1. Earnings Credit Rate - please provide the index which will be used to base the ECR

Our ECR is a manage rate and will move directionally with the market and is subject to change without notice.

Bank of America Earnings Credit is based on your current month's average collected balance maintained with the Federal Reserve. The bank uses a "managed" rate each month to calculate the earnings credit which moves directionally with the market. This rate is subject to change without notice. Collected Balances Required to Support \$1.00 of Services is derived as follows:

$$1/[(\text{Earnings Credit Rate} \times \text{\#days in month}/365) \times (1 - \text{reserve requirement})]$$

Reserves are deducted from the average positive collected balance to arrive at the balance available for earnings credit. In the case of grouped accounts, reserves are calculated at the account level and summed to the group relationship. As of March 1, 2009 the reserve requirement is 0% but this may change at any time. The reserve requirement temporarily is not deducted from average positive collected balances for ECR calculation but may be reinstated at any time.

2. Government Interest Rate on Excess Balances - It is the desire of the City to have a Net-Interest Checking Account where the balances are first used to offset bank service charges and any excess balance will automatically earn interest

Public Funds Interest Checking Account (PFIC) is a unique solution for our Government clients. The PFIC provides our public partners the option to establish an interest bearing account with a competitive interest rate and no associated fee.

With the PFIC, interest is accrued daily and paid monthly, based on the collected balance and a 365-day year. Interest is compounded on each individual interest-bearing account and is credited on the last business day of the month.

The interest on PFIC accounts is accrued on 100% of the collected balance with no 10% reserve requirement assessed.

There are no restrictions on the frequency or types of withdrawals the City may make from the PFIC and there is no monthly sweep fee. However, normal activity fees and FDIC insurance is applicable.

Attachment 5

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

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

1. This sworn statement is submitted to _____
by **Natalie Curran, Vice President** _____
(Print individual's name and title)
for **Bank of America, N.A.** _____
(print name of entity submitting sworn statement)

whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is **94-1687665** _____
(If the entity has no FEIN, include the Social security Number of the individual signing
this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime;
or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. the term

"affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

_____ Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management .of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING

Response to City of Key West Request for Banking Services Proposal



XIV. Attachments

OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(SIGNATURE) ***N/A

(DATE)

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority _____ who, after first being sworn by (name of individual) affixed his/her signature in the space provided above of _____ day of _____ 2012

NOTARY PUBLIC

My commission expires: _____

***** Please see Exceptions and Clarifications section for response to this attachment.**

**Attachment 6
Conflict/Non conflict of interest statement**

CHECK ONE

- To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

- The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT Please see Exceptions and Clarifications section**

CHECK ONE

- The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

Bank of America, N.A.

Company Name

Authorized Signature

Natalie Curran

Name (Print or Type)

Vice President

Title

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

Response to City of Key West Request for Banking Services Proposal



XIV. Attachments

Attachment 7 — Permit Requirements

CITY OF KEY WEST, FLORIDA Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name BANK OF AMERICA NA CtlNbr:0002392
Location Addr 3200 FLAGLER AVE
Lic NBR/Class 12-00002405 FINANCIAL INSTITUTION
Issue Date: August 05, 2011 Expiration Date:September 30, 2012
License Fee \$1,102.50
Add. Charges \$0.00
Penalty \$0.00
Total \$1,102.50
Comments: BANK

Doc: CVALKEP Type: OC Drawer: 1
Date: 8/08/11 54 Receipt no: 32479
2011 2405
LN LIT OCCUPATIO 1 \$1102.50
BY CHECK 1102.50
total \$1102.50
BANK OF AMERICA NA \$1102.50
Trans date: 8/08/11 Time: 9:37:35

BANK OF AMERICA NA
NW OP ADM WA1-501-10-10
800 5TH AVE FL 10
SEATTLE WA 98104

2011 / 2012 MONROE COUNTY BUSINESS TAX RECEIPT EXPIRES SEPTEMBER 30, 2012

RECEIPT# 52110-78819

Business Name: BANK OF AMERICA #0003713

Owner Name: BANK OF AMERICA
Mailing Address: NW OP ADM WA1-501-10-10
800 5TH AVE FL 10
SEATTLE, WA 98104-3176

Business Location: 3200 FLAGLER AVE
KEY WEST, FL 33040
Business Phone: 305-294-9593
Business Type: BANK INSTITUTIONS/ATM
MACHINES/MORTGAGE BROKERS (BANK)

Rooms Seats Employees Machines Stalls

Tax Amount	For Vending Business Only				Vending Type:		Total Paid
	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost		
75.00	0.00	75.00	0.00	0.00	0.00		75.00

Paid 122-10-00004804 08/01/2011 75.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX.
YOU MUST MEET ALL
COUNTY AND/OR
MUNICIPALITY PLANNING
AND ZONING REQUIREMENTS.

**Response to City of Key West
Request for Banking Services Proposal**

Attachment 8
Anti-Kickback

STATE OF FLORIDA

SS

COUNTY OF MONROE

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employee of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By:

sworn and prescribed before me this _____ day of _____, 2012

NOTARY PUBLIC, State of Florida

My commission expires _____

Attachment 9

LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22 SECTION 2-798

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
 - b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
 - c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
- X Not a local vendor pursuant to Ordinance 09-22 Section 2-798
o Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name

Phone:

Current Local Address:
(P.O Box numbers may not be used to establish status)

Fax:

Length of time at this address

Signature of Authorized Representative

Date

STATE OF _____
COUNTY OF _____

Response to City of Key West Request for Banking Services Proposal



XIV. Attachments

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
By _____, of _____
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
Or has _____ as identification
(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Return Completed form with
Supporting documents to:
City of Key West Purchasing

Title or Rank

Exceptions and Clarifications

We wish very much to build a strong relationship with the City and are confident that we can negotiate a mutually acceptable agreement as we have done with many clients. Based on the requirements of this RFP, we want to offer a few points of clarification that we can discuss and resolve as needed. As with almost all of our government contracts, we fully expect that these items can be negotiated successfully. We look forward to discussing each of them as needed with the City.

Bank of America is excited about the opportunity to deliver banking services to the City of Key West, Florida (the “City”). We are confident that Bank of America is the most qualified institution to serve your needs and future growth opportunities. Our team of professionals offers unparalleled experience and consultation to the City, with the objective of maintaining a cohesive and rewarding partnership.

Client Manager, Natalie Curran, and Product Delivery Officer, Samira Benchikhi, will be your primary points of contact for this proposal and any contract discussions. They will engage other parties from the Bank as necessary during any negotiations. They will also continue to be the Bank’s primary points of contact with the City after a final contract is signed, although the Bank can make changes to such staff members based on its staffing needs. The Bank would certainly discuss any such changes with the City and make a good faith effort to provide staffing for its relationship with the City that would be acceptable to you.

For your convenience, we have attached a copy of the Bank’s Treasury Services Terms and Conditions booklet (“Booklet”), under which all of the Treasury services described in the RFP will be provided. Since the RFP does not address the currently-applicable roles and responsibilities of both parties for the Treasury services described in the RFP, the Bank needs to advise that, if awarded the bid, it will require certain provisions, including those contained in the Booklet, as applicable, and specifically referenced in this response, to be incorporated into the final contract.

After close review of the City’s RFP, there are certain sections for which we would request that the City consider alternative language to more closely represent the policies and terms that the Bank can accept. Those provisions include:

- 1. Uniform Commercial Code** – Section 2.12 of the RFP provides that the Uniform Commercial Code shall prevail as the basis of the contract between the Bank and the City. Since the final contract will provide for the performance of services by the Bank and not for the sale of goods, the Bank cannot agree to apply the UCC as the basis of

the contract. This includes any provisions that are not contained in the RFP, which will be covered in the Booklet for the services that are specified in the RFP.

- 2. Indemnification** – Section 2.19 of the RFP provides that the Bank must indemnify and hold the City harmless from and against any liability for damages, claims, injury, etc. that the City or various related parties may incur pursuant to the final contract. The Bank is generally unable to give indemnities with respect to third-party claims growing out of treasury management services that it provides to its clients. Such claims relate to the relationship, including contractual relationships, which the third parties have with the Bank's clients, not with the Bank. The Bank is unable to anticipate or control those relationships. In the case of the City, for example, the Bank is unable to control or mitigate the risks pertaining to the City's contractual and statutory duties to its employees, vendors and other third parties with whom it has contractual relationships. That is why the Bank normally requires its treasury management clients to indemnify the Bank. Otherwise, the Bank assumes liability for commitments typically the Bank is unable to give indemnities with respect to third party claims growing out of treasury management services that it provides to its clients. We generally require our clients to provide such protection to us, in part because the Bank has no control over the contractual arrangements that clients establish with third parties.
- 3. Ability to Audit** – Section 2.22 of the RFP provides that the Bank shall retain records regarding the services provided for at least a 3 year period after the termination of the final contract, and that the City can audit such records at any time during upon three (3) days' written notice. In general, the Bank can agree to preserve such records in accordance with its standard policies and procedures and that the City may audit such records upon request and in accordance with its standard procedures and not more than once during any 12 month period.
- 4. Interlocal Participation**–Section 2.25 of the RFP provides that the City may offer participation by other governmental entities in the final contract by mutual agreement. The Bank has a significant amount of experience in negotiating and drafting the Linking Agreements under which other public sector entities may join in participation in the final agreement as a separate party. The Bank can provide a suggested form of Linking Agreement that can be used for this purpose.
- 5. Termination** – The term of the final contract and renewal options are described in Section 2.26 of the RFP. Since the section on Termination in the Booklet fully covers the circumstances and timing of termination for convenience and for cause by either

party under the final contract, the Booklet will govern the termination provisions of the final contract.

6. **Assignment** – Section 2.27 of the RFP provides that the Bank may not assign any of its benefits or obligations without prior written consent. Since federal law requires that the Bank assign its interests under a contract such as the final contract in a merger/acquisition context, the Bank believes that it makes more sense to provide that the Bank can assign if the assignment is to an affiliate of the Bank or required under applicable law. Section 2.27 should be made consistent with the provisions of the Booklet with respect to Assignment.
7. **Amendment** – Section 2.27 of the RFP provides that the Bank cannot amend the final contract without the written consent of the City. While the Bank would agree to a mutually-agreed upon amendment in circumstances where the amendment applies only to the City, the Bank must be able to amend certain provisions without consent where the amendment applies to all of the Bank’s clients that are using a particular Service. The Changes to a Service section of the Booklet contains the provisions that will apply to the final contract.
8. **Governing Law and Venue** – Section 2.31 of the RFP provides that the final contract shall be subject to the laws of the State of Florida, and that venue for all disputes will be in the City. The governing law and dispute resolution procedures are described in the Governing Law section of the Booklet. Thus, federal law will govern as it applies to national banking associations, and Delaware law will govern as it applies to the Bank’s lending, card issuance and related responsibilities.
9. **Subcontracting** – Section 2.32 of the RFP provides generally that the Bank cannot subcontract any portion of the services described in the RFP without the City’s written consent. Because of the nature of the services to be provided under the final contract, the Bank must retain the right to subcontract any portion or all of the services to a third party. In any such case, however, the Bank would retain the primary responsibility to the same extent as though such services were being performed by it directly, which we would be willing to make an explicit provision of the final contract.

The services to be provided by the Bank pursuant to its response to the RFP will be provided by various wholly-owned banking subsidiaries of Bank of America Corporation.

- 10. Equal Employment Opportunity Statement-** Attachment 2 of the RFP: Please see appendix for our Equal Employment Opportunity and Affirmative Action Policy.
- 11. Sworn Statement Pursuant to Section 287.133(3)(A) Florida Statutes, On Public Entity Crimes-** Attachment 5 of the RFP. To the best of Bank of America's knowledge, neither it nor any of its officers, directors, executives or other associates involved in active management, nor any affiliates, have been convicted of a public entity crime subsequent to July 1, 1989. In accordance with Bank's job application and applicant acknowledgment form, employment with the Bank is contingent upon a satisfactory background check. The Bank does not hire applicants with convictions for FDIC regulated offenses or who pled nolo contendere or entered into pretrial diversion programs for FDIC regulated offenses, which include convictions for criminal offenses involving dishonesty and breach of trust. In addition, the Bank does not hire applicants convicted of felony crimes of violence, felony convictions, any crimes against children, and the illegal manufacture, sale, distribution of or trafficking in controlled substances, among other crimes. In addition, Bank of America is not listed on Florida's Convicted Vendor List.
- 12. Conflict/ Non Conflict of Interest Statement-** Attachment 6 of the RFP. Bank of America Corporation and its subsidiaries, which include Bank of America, N.A., had approximately 236,169 full time equivalent employees as of August 31, 2011. Accordingly, it is not possible for the Bank to perform due diligence across the full panoply of associates and Bank of America-related entities in preparing this response. Additionally, Bank of America Corporation and its subsidiaries are routinely involved in litigation in various state and federal courts. Bank of America Corporation makes all disclosures required by its regulators, including all required disclosures in its Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q, which are updated in Reports on Form 8-K (the "Reports"), all of which are filed *with* the Securities and Exchange Commission. Those Reports include disclosures of investigations and other matters as required by federal law and are publicly available. The Bank cannot confirm or deny the existence of any other, non-public investigation conducted by any government investigator unless required to do so by law. These Reports can be provided upon request or can be accessed at the following website:
<http://investor.bankofamerica.com/phoenix.zhtml?c=71595&p=irol-irhome>.

13. Conflict of Interest- Section 2.10 of the RFP. It is our intent that no changes to key team members, subcontractors or agents will be made during the term of this contract. If a key team member, subcontractor or agent needs to be changed for any reason, we will then work diligently to find a suitable replacement. Any personnel changes, including promotional decisions, must remain under the Bank's control. If the company has any concerns regarding a Bank associate working on the contract, please alert the Client Manager, who will address any concerns.

14. Legal Requirements- Section 2.11.1 of the RFP. Please see appendix for our Equal Employment Opportunity and Affirmative Action Policy.

15. EEO Statement- Section 2.14 of the RFP. Please see appendix for our Equal Employment Opportunity and Affirmative Action Policy

16. Public Entity Crime: Section 2.17 of the RFP. To the best of Bank of America's knowledge, neither it nor any of its officers, directors, executives or other associates involved in active management, nor any affiliates, have been convicted of a public entity crime subsequent to July 1, 1989. In accordance with Bank's job application and applicant acknowledgment form, employment with the Bank is contingent upon a satisfactory background check. The Bank does not hire applicants with convictions for FDIC regulated offenses or who pled nolo contendere or entered into pretrial diversion programs for FDIC regulated offenses, which include convictions for criminal offenses involving dishonesty and breach of trust. In addition, the Bank does not hire applicants convicted of felony crimes of violence, felony convictions, any crimes against children, and the illegal manufacture, sale, distribution of or trafficking in controlled substances, among other crimes. In addition, Bank of America is not listed on Florida's Convicted Vendor List.

Bank of America reserves the right to obtain all insurance required under this contract through a program of self-insurance.

17. Insurance Requirements – Section 2.23 of the RFP

1. Bank of America will furnish Certificates of Insurance evidencing the coverages referenced herein. Please note, Bank of America cannot guarantee the requested insurance is maintained throughout the life of the contract, but intends to continue to purchase as long as it is commercially available and economically attractive.

a. Bank of America can comply.

b. Certificates of Insurance will evidence the coverages referenced herein.

c. Due to the volume of Bank of America's business and the structure of its corporate policies, Bank of America cannot commit to providing thirty (30) days written notice upon termination or modification of coverage. Failure to provide notice of cancellation of coverage shall impose no obligation or liability of any kind upon Bank of America, its agents or representatives.

2. Any Bank of America line of business requiring subcontractors is responsible for ensuring all subcontractors carry coverage which is compliant with the requirements of this contract.
18. Section 2.34.7 Bank of America cannot guarantee the requested insurance is maintained throughout the life of the contract, but intends to continue to purchase as long as it is commercially available and economically attractive. Bank of America reserves the right to obtain all insurance required under this contract through a program of self-insurance.
19. Section 4.9.5. Bank of America maintains the following coverage:
- Workers' Compensation: Bank of America maintains Workers' Compensation coverage in compliance with all statutory requirements.
- Employer's Liability: Bank of America maintains Employer's Liability Coverage with limits of \$1,000,000 per occurrence/\$1,000,000 each accident or disease/\$1,000,000 aggregate.
- Automobile Liability: Bank of America maintains Automobile Liability insurance with a limit of \$2,000,000 per accident.
- Commercial General Liability: Bank of America maintains Commercial General Liability coverage with limits of \$2,000,000 per occurrence/\$2,000,000 aggregate.

Disclosures

Please note that the information contained in this proposal is only valid for 120 days from the proposal due date, unless expressly reaffirmed in writing.

Some products and/or services offered within this proposal may be subject to credit approval. Please note that all corporate card services are offered by FIA Card Services, N.A., a Bank of America company.

Appendix

1. Availability schedule
2. Treasury Services Terms and Conditions Agreement
3. Florida ePayables Program Information
4. Insurance Certificate
5. Certificate of Qualified Public Depository
6. Equal Employment Opportunity and Affirmative Action Policy Statement

- Instructions
- Schedule
- Bank of America Local OnUs
- Bank of America Other OnUs

Standard Accelerated Availability Schedule

For Cash Letter Deposits received in Miami

April 2011





Availability Schedule for Corporate Depositors

Effective April 2011 for Cash Letter Deposits Received in Miami .

INTERPRETING THE AVAILABILITY SCHEDULE

This availability schedule is effective April 2011, for checks included in cash letter deposits received at Bank of America's Item Processing Center at 17100 NW 59 Ave., 1st Floor, Hialeah, Florida, 33015.

The schedule is presented in order by Federal Reserve District and details how Bank of America assigns availability on items based on time of deposit and forward collection endpoint. It does not apply to unencoded items or individual items of \$100 million or more or transactions that in our judgment are intended to avoid the \$100 million limit. Cash letter deposits must be segregated into identifiable batches accompanied with supporting item listings and a deposit slip.

The Availability Schedule is intended as a guide only, and is subject to change without notice.

LEDGER CREDIT DEADLINE

Same day ledger credit is given to all deposits of domestic items received prior to the stated ledger deadline of 7:30 PM with availability assigned based on the date of ledger credit. If an endpoint deadline is past the ledger deadline the availability is reflective of the next day's posting.

AVAILABILITY

Availability is stipulated in bank business days and is calculated from the date of ledger credit. In addition to full day increments, certain items will be assessed in fractional float.

Availability for fully encoded checks received Monday through Friday is based on the receipt time of the cash letter. Availability for unencoded checks is based on the time the items are processed.

Availability may be deferred if items cannot be presented to a drawee institution because of local recognized holidays or for other reasons beyond our control. Reject items are deferred one extra business day, excluding items drawn on local Bank of America.

FRACTIONAL FLOAT

A 6% fraction is applied to the stated availability on items. The primary reason for this assessment is to recover chargebacks received from the Federal Reserve or Correspondent Banks due to missed deadlines at receiving institutions because of flight delays, weather conditions, courier problems or other related reasons.

PAYABLE THRU DRAFTS

Due to earlier deadlines for broker items and payable-thru drafts at several banks, Bank of America may not include such items in direct sends to those banks. Although these items bear the same routing number as checks, they may be identified and segregated by reference to unique series in the MICR band account number field. Routing numbers are indicated with in the body of the schedule. MICR criteria are indicated in the Supplemental Availability Schedule.

CONTROLLED DISBURSEMENTS



Availability Schedule for
Corporate Depositors

Effective April 2011 for Cash Letter Deposits Received in Miami .

INTERPRETING THE AVAILABILITY SCHEDULE

Controlled Disbursement items are assigned float based on where the items are payable through. Bank of America Controlled Disbursements are assigned availability based on the FRB region in which they are drawn.



Availability Schedule for
Corporate Depositors

Effective April 2011 for Cash Letter Deposits Received in Miami .

INTERPRETING THE AVAILABILITY SCHEDULE

CANADIAN ITEMS

US dollar Canadian items may be included in cash letters and commingled with domestic items.

FRIDAY DEPOSITS

Except for certain items drawn on select points, all deferred availability items received by 7:30 PM on a Friday are available the following business day.

WEEKEND DEPOSITS

Checks received between the close of business Friday at 7:30 PM and 11:59 PM Friday will receive Monday ledger credit.

- 0 - Day: Local City & RCPC, Miami, 0660
- 1 - Day: Local City & RCPC
- 0 - Day: Other Sixth District City & RCPC, Atlanta, 0610
- 1 - Day: Other Sixth District City & RCPC, Jacksonville, 0630, 0631, 0632, 2630
Jacksonville, 2631, 2632
Government Items, 0000
- 2 - Day: Other Sixth District City & RCPC
- 2 - Day: Other City & RCPC
- 2 - Day: Other Country
- 3 - Day: Other Country, San Francisco, 1214, 3214

MONDAY EARLY A.M. DEPOSITS

Deposits received on Monday morning for the early Miami a.m. deadline are subject to deferred availability due to transportation limitations. If select endpoints are receiving deferred availability, they will be noted on the schedule with a # symbol next to them.

PACKAGING GUIDELINES

Cash letter deposits should be prepared according to the following guidelines:

- > Make sure all checks are facing the same direction, right side up and in the order they are encoded.
 - > Bundles of checks should be a minimum of 200 and maximum of 300 items.
 - > Preencoded bundles should include a Bank of America batch ticket with the amount of the bundle encoded on
 - > Each bundle should include a bundle listing of each item.
 - > A summary recap of all bundles must be included and the total should be recorded on your pre-printed Bank of America deposit ticket.
 - > If the cash letter is packaged in more than one bag or box, each package should be labeled as 1 of X, 2 of X, etc.
-

Availability Schedule for
Corporate Depositors

Effective April 2011 for Cash Letter Deposits Received in Miami .

INTERPRETING THE AVAILABILITY SCHEDULE

CUSTOMER SERVICE

For service with the following items, please call your relationship support representative.

- > Deposit ticket orders
- > Inquiries concerning float and funds availability
- > Inquiries concerning availability schedules



Customer Availability Schedule

Description	Routing Numbers	Availability
Bank of America Local "On-Us" Items	See Supplemental List	0
Other Bank of America "On-Us" Items	See Supplemental List	1
Government Items	0000 - XXXX	1
Jacksonville RCPC	0630 - XXXX 2630 - XXXX	1
	0631 - XXXX 2631 - XXXX	1
	0632 - XXXX 2632 - XXXX	1
Miami RCPC	0660 - XXXX 2660 - XXXX	1
	0670 - XXXX 2670 - XXXX	1
Other 6th District Items	0610 - XXXX 2610 - XXXX	2
	0611 - XXXX 2611 - XXXX	2
	0612 - XXXX 2612 - XXXX	2
	0613 - XXXX 2613 - XXXX	2
	0620 - XXXX 2620 - XXXX	2
	0621 - XXXX 2621 - XXXX	2
	0622 - XXXX 2622 - XXXX	2
	0640 - XXXX 2640 - XXXX	2
	0641 - XXXX 2641 - XXXX	2
	0642 - XXXX 2642 - XXXX	2
	0650 - XXXX 2650 - XXXX	2
	0651 - XXXX 2651 - XXXX	2
	0652 - XXXX 2652 - XXXX	2
	0653 - XXXX 2653 - XXXX	2
	0654 - XXXX 2654 - XXXX	2
0655 - XXXX 2655 - XXXX	2	
All Other Items		2
All Other 3 Day Items	1214 XXXX 1214 - XXXX	3
	3214 XXXX	3



Customer Availability Schedule

Description	Routing Numbers	Availability
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Supplemental Availability Schedule

SELECT LOCAL BANK OF AMERICA ONUS

Refer to the Availability Schedule for corresponding deadline and availability assignments.

FLORIDA

0630-0004	0630-0698	0631-0026	0631-0027	0631-0055	0631-0062
0631-0063	0631-0071	0631-0114	0631-0117	0631-0119	0631-0154
0631-0167	0631-0319	0631-0421	0631-0446	0631-0453	0631-0469
0631-0497	0631-0600	0631-0612	0631-0614	0631-0626	0631-0644
0631-0654	0631-0705	0631-0739	0631-0761	0631-0818	0631-0860
0631-0905	0631-1001	0631-1009	0631-1229	0632-0040	0632-0104
0660-0531	0660-0550	0670-0101	0670-0109	0670-0128	0670-0243
0670-0398	0670-0547	0670-0567	0670-0606	0670-0622	0670-0623
0670-0628	0670-0641	0670-0713	0670-0760	0670-0775	0670-0794
0670-0857	0670-0858	0670-0907	0670-0909	0670-1057	0670-1122
0670-1155	0670-1161	0670-1331	0670-1402	2631-8654	2631-9025
2670-8417	2670-8581	2670-8605	2670-8772	2670-9053	

Supplemental Availability Schedule

SELECT OTHER BANK OF AMERICA ONUS

Refer to the Availability Schedule for corresponding deadline and availability assignments.

ARKANSAS

0820-0007	0829-0042	0829-0048	0829-0089	0829-0116	0829-0118
0829-0746	0829-0754	0829-0856	0841-0613		

DISTRICT OF COLUMBIA

0540-0055	0540-0120
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GEORGIA

0610-0005	0610-0007	0610-0132	0610-0360	0611-0116	0611-0140
0611-0162	0611-0330	0611-1321	0612-0002	0612-0086	0612-0106
2612-7005	2612-8462				

ILLINOIS

0710-0003	0710-0050	0710-0054	0710-0109	0710-0134	0710-0423
0711-0361	0719-0105	0719-0870	0719-2206	0719-2254	0812-0054
0812-1113	0812-2149	0819-0480	0819-1803	2710-7054	2710-7070
2710-7135					

INDIANA

0712-1457	2719-7185
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IOWA

0730-0017	0739-1001	0739-1859	0739-2074	0739-2176
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KANSAS

1011-0004	1011-0015	1011-0064	1011-0075	1011-0087	1011-0138
1011-0156	1011-0174				

MARYLAND

0520-0016	0520-0089	0520-0163	0550-0142	0550-0234	0550-0316
0550-0327					

MICHIGAN

0720-0080	0724-1360	2724-7167
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MINNESOTA

0910-0550



Supplemental Availability Schedule

SELECT OTHER BANK OF AMERICA ONUS

Refer to the Availability Schedule for corresponding deadline and availability assignments.

MISSOURI

0810-0003	0810-0005	0810-0141	0815-0087	0815-0106	0815-0245
0815-0255	0815-0289	0815-0552	0815-1414	0865-0008	1010-0003
1010-0034	1010-0117	1010-0131	1010-0191	1010-0297	1010-0429
1010-1181	1012-0092	1012-0115	1012-0993	1012-1580	1019-0165
1019-0182	1019-1823				

NEW MEXICO

1022-0022	1022-0124	1022-0252	1070-0032	1070-0079	1070-0125
1070-0560	1122-0030	1122-0102	1122-0226	1122-0290	1122-0321
3070-7227					

NORTH CAROLINA

0530-0019	0531-0002	0531-0025	0531-0040	0531-0052	0531-0055
0531-0065	0531-0069	0531-0117	0531-0125	0531-0139	0531-0141
0531-0153	0531-0159	0531-0173	0531-0186	0531-0209	0531-0215
0531-0246	0531-0263	0531-0270	0531-0341	0531-0343	0531-0400
0531-0561	0531-0669	0531-0866	0531-0920	0531-0950	0531-0954
0531-1115	0531-1132	0531-1236			

OKLAHOMA

1030-0001	1039-1248				
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SOUTH CAROLINA

0532-0006	0532-0044	0532-0730	0539-0037	0539-0448	
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TENNESSEE

0613-0241	0640-0002	0641-0070	0641-0085	0641-0117	0641-0128
0641-0138	0641-0167	0641-0193	0641-0194	0641-0210	0641-0242
0641-0704	0641-0708	0642-0182	0642-0271	0642-0819	0840-0081
0840-0094	0840-0332				

TEXAS

1110-0001	1110-0002	1110-0025	1110-0053	1110-0081	1110-1765
1113-0093	1113-0094	1113-0113	1113-0819	1113-1034	1119-0001
1119-0003	1119-0067	1119-0081	1119-0086	1119-2509	1120-0208

Supplemental Availability Schedule

SELECT OTHER BANK OF AMERICA ONUS

Refer to the Availability Schedule for corresponding deadline and availability assignments.

1120-1211	1120-2233	1130-0002	1130-0087	1130-0126	1130-0361
1130-0635	1131-0001	1131-0059	1131-0154	1131-1684	1131-2228
1131-2288	1140-0001	1140-0004	1140-0011	1140-0090	1140-0150
1140-1243	1149-0002	1149-0124	1149-0309	1149-0458	1149-0918
1149-1316	1149-1393	1163-0388	1163-0789	3110-7314	3110-9312
3120-9311	3130-7200	3140-7298			

VIRGINIA

0510-0001	0510-0010	0514-0036	0514-0050	0514-0064	0514-0127
0514-0302	0514-0705	0560-0101	0560-0738	0560-0911	

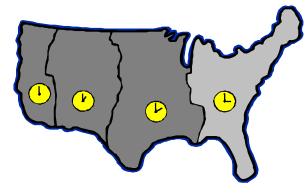
- Instructions
- Schedule
- Bank of America Local OnUs

Accelerated

Availability Schedule

For deposits processed through Remote Deposit Service Online

June 2011



Effective June 2011 for items processed via Remote Deposit.

INTERPRETING THE AVAILABILITY SCHEDULE

The schedule is presented in order by Federal Reserve District and details how Bank of America assigns availability on items based on time of deposit and forward collection endpoint.

This Availability Schedule is intended as a guide only, and is subject to change at any time without notice.

LEDGER CREDIT DEADLINE

Same day ledger credit is given to all deposits of domestic items received prior to the stated ledger deadline of 10:00 PM PM local time with availability assigned based on the date of ledger credit. Deposits made after the posted deadline will receive Ledger credit on the next banking day.

AVAILABILITY

Availability is stipulated in bank business days and is calculated from the date of ledger credit.

Availability may be deferred if items cannot be presented to a drawee institution due to image quality, reject repair needs, because of locally recognized holidays, or for other reasons beyond our control.

CONTROLLED DISBURSEMENTS

Controlled Disbursement items are assigned float based on where the items are payable through. Bank of America Controlled Disbursements are assigned availability based on the FRB region in which they are drawn.

ROUTINE SUPPLEMENTAL CHANGES

Routine changes to the Supplemental listings may be made at any time without notice.

CUSTOMER SERVICE

For assistance regarding float and funds availability, availability schedules, or to order deposit tickets, please contact your Sales support representative.

Customer Availability Schedule

Description	Routing Numbers	Availability
Bank of America Local "On-Us" Items	See Supplemental List	0
Government Items	0000 - XXXX	1
Atlanta RCPC	0610 - XXXX 2610 - XXXX	1
	0611 - XXXX 2611 - XXXX	1
	0612 - XXXX 2612 - XXXX	1
	0613 - XXXX 2613 - XXXX	1
Baltimore RCPC	0520 - XXXX 2520 - XXXX	1
	0521 - XXXX 2521 - XXXX	1
	0522 - XXXX 2522 - XXXX	1
	0540 - XXXX 2540 - XXXX	1
	0550 - XXXX 2550 - XXXX	1
	0560 - XXXX 2560 - XXXX	1
	0570 - XXXX 2570 - XXXX	1
Boston RCPC	0110 - XXXX 2110 - XXXX	1
	0112 - XXXX 2112 - XXXX	1
	0113 - XXXX 2113 - XXXX	1
	0114 - XXXX 2114 - XXXX	1
	0115 - XXXX 2115 - XXXX	1
Charlotte RCPC	0530 - XXXX 2530 - XXXX	1
	0531 - XXXX 2531 - XXXX	1
Chicago RCPC	0710 - XXXX 2710 - XXXX	1
	0712 - XXXX 2712 - XXXX	1
	0719 - XXXX 2719 - XXXX	1
Cleveland City	0410 - XXXX 2410 - XXXX	1
Columbia RCPC	0532 - XXXX 2532 - XXXX	1
	0539 - XXXX 2539 - XXXX	1
Dallas RCPC	1110 - XXXX 3110 - XXXX	1
	1111 - XXXX 3111 - XXXX	1
	1119 - XXXX 3119 - XXXX	1
Denver RCPC	1020 - XXXX 3020 - XXXX	1
	1070 - XXXX 3070 - XXXX	1
Des Moines RCPC	0730 - XXXX 2730 - XXXX	1



Customer Availability Schedule

Description	Routing Numbers		Availability
	0739 - XXXX	2739 - XXXX	1
Detroit RCPC	0720 - XXXX	2720 - XXXX	1
	0724 - XXXX	2724 - XXXX	1
East Rutherford RCPC	0210 - XXXX	0212 - XXXX	1
	2212 - XXXX	0214 - XXXX	1
	2214 - XXXX	0219 - XXXX	1
	2219 - XXXX	0260 - XXXX	1
	2260 - XXXX	0280 - XXXX	1
El Paso RCPC	1120 - XXXX	3120 - XXXX	1
	1122 - XXXX	3122 - XXXX	1
	1123 - XXXX	3123 - XXXX	1
	1163 - XXXX	3163 - XXXX	1
Houston RCPC	1130 - XXXX	3130 - XXXX	1
	1131 - XXXX	3131 - XXXX	1
Jacksonville RCPC	0630 - XXXX	2630 - XXXX	1
	0631 - XXXX	2631 - XXXX	1
	0632 - XXXX	2632 - XXXX	1
Kansas City Country	1010 - XXXX	3010 - XXXX	1
	1011 - XXXX	3011 - XXXX	1
	1012 - XXXX	3012 - XXXX	1
	1019 - XXXX	3019 - XXXX	1
Los Angeles RCPC	1220 - XXXX	3220 - XXXX	1
	1221 - XXXX	3221 - XXXX	1
	1222 - XXXX	3222 - XXXX	1
	1223 - XXXX	3223 - XXXX	1
	1224 - XXXX	3224 - XXXX	1
Memphis RCPC	0840 - XXXX	2840 - XXXX	1
Miami RCPC	0660 - XXXX	2660 - XXXX	1
	0670 - XXXX	2670 - XXXX	1
Minneapolis RCPC	0910 - XXXX	2910 - XXXX	1
	0960 - XXXX	2960 - XXXX	1
Nashville RCPC	0640 - XXXX	2640 - XXXX	1
	0641 - XXXX	2641 - XXXX	1



Customer Availability Schedule

Description	Routing Numbers		Availability
	0642 - XXXX	2642 - XXXX	1
Oklahoma City RCPC	1030 - XXXX	3030 - XXXX	1
	1039 - XXXX	3039 - XXXX	1
Peoria RCPC	0711 - XXXX	2711 - XXXX	1
Philadelphia RCPC	0310 - XXXX	0360 - XXXX	1
	2360 - XXXX		1
Portland RCPC	1230 - XXXX	3230 - XXXX	1
	1231 - XXXX	3231 - XXXX	1
	1232 - XXXX	3232 - XXXX	1
	1233 - XXXX	3233 - XXXX	1
Richmond RCPC	0510 - XXXX	2510 - XXXX	1
	0514 - XXXX	2514 - XXXX	1
San Antonio RCPC	1140 - XXXX	3140 - XXXX	1
	1149 - XXXX	3149 - XXXX	1
San Francisco RCPC	1210 - XXXX	3210 - XXXX	1
	1211 - XXXX	3211 - XXXX	1
	1212 - XXXX	3212 - XXXX	1
	1213 - XXXX	3213 - XXXX	1
Seattle RCPC	1250 - XXXX	3250 - XXXX	1
	1251 - XXXX	3251 - XXXX	1
	1252 - XXXX	3252 - XXXX	1
St. Louis RCPC	0810 - XXXX	2810 - XXXX	1
	0812 - XXXX	2812 - XXXX	1
	0815 - XXXX	2815 - XXXX	1
	0819 - XXXX	2819 - XXXX	1
	0865 - XXXX	2865 - XXXX	1
Traveler's Checks	8000 - XXXX		1
Windsor Locks RCPC	0111 - XXXX	2111 - XXXX	1
	0116 - XXXX	2116 - XXXX	1
	0117 - XXXX	2117 - XXXX	1
	0118 - XXXX	2118 - XXXX	1
	0119 - XXXX	2119 - XXXX	1
	0211 - XXXX	2211 - XXXX	1



Customer Availability Schedule

Description	Routing Numbers	Availability
All Other Items		2
San Francisco Country	1214 XXXX 1214 - XXXX	3
	3214 XXXX	3



Supplemental Availability Schedule

SELECT LOCAL BANK OF AMERICA ONUS

Refer to the Availability Schedule for corresponding deadline and availability assignments.

ALASKA

1252-0069

ARIZONA

1221-0170 3221-7069

ARKANSAS

0820-0007 0829-0042 0829-0048 0829-0089 0829-0116 0829-0118
0829-0746 0829-0754 0829-0856 0841-0613

CALIFORNIA

1210-0035 1210-4271 1211-0825 1220-0004 1220-0061 1220-0066
1220-4024

CONNECTICUT

0111-0001 0111-0080 0111-0089 0111-0091 0111-0152 0111-0175
0111-0308 0111-0404 0119-0025 0119-0057 0119-0065 0119-0135
0119-0140 0119-0165 0211-0032 0211-0327 0211-0993 0211-1308
2119-7002 2211-7251

DISTRICT OF COLUMBIA

0540-0055 0540-0120

FLORIDA

0630-0004 0630-0698 0631-0026 0631-0027 0631-0055 0631-0062
0631-0063 0631-0071 0631-0114 0631-0117 0631-0119 0631-0154
0631-0167 0631-0319 0631-0421 0631-0446 0631-0453 0631-0469
0631-0497 0631-0600 0631-0612 0631-0614 0631-0626 0631-0644
0631-0654 0631-0705 0631-0739 0631-0761 0631-0818 0631-0860
0631-0905 0631-1001 0631-1009 0631-1229 0632-0040 0632-0104
0660-0531 0660-0550 0670-0101 0670-0109 0670-0128 0670-0243
0670-0398 0670-0547 0670-0567 0670-0606 0670-0622 0670-0623
0670-0628 0670-0641 0670-0713 0670-0760 0670-0775 0670-0794
0670-0857 0670-0858 0670-0907 0670-0909 0670-1057 0670-1122
0670-1129 0670-1155 0670-1161 0670-1331 0670-1402 2631-8654
2631-9025 2670-8417 2670-8581 2670-8605 2670-8772 2670-9053



Supplemental Availability Schedule

SELECT LOCAL BANK OF AMERICA ONUS

Refer to the Availability Schedule for corresponding deadline and availability assignments.

GEORGIA

0610-0005	0610-0007	0610-0132	0610-0360	0611-0116	0611-0140
0611-0162	0611-0330	0611-1321	0612-0002	0612-0086	0612-0106
2612-7005	2612-8462				

IDAHO

1231-0371

ILLINOIS

0710-0003	0710-0050	0710-0054	0710-0109	0710-0134	0710-0423
0711-0361	0719-0105	0719-0870	0719-2206	0719-2254	0812-0054
0812-1113	0812-2149	0819-0480	0819-1803	2710-7054	2710-7070
2710-7135					

INDIANA

0712-1457 2719-7185

IOWA

0730-0017 0739-1001 0739-1859 0739-2074 0739-2176

KANSAS

1011-0004	1011-0015	1011-0064	1011-0075	1011-0087	1011-0138
1011-0156	1011-0174				

MARYLAND

0520-0016	0520-0089	0520-0163	0550-0142	0550-0234	0550-0316
0550-0327					

MASSACHUSETTS

0110-0013	0110-0020	0110-0039	0110-0174	0112-0005	0112-0024
0112-0036	0112-0266	0113-0001	0113-0002	0113-0025	0113-0045
0113-0060	0113-0117	0113-0138	0113-0148	0113-0164	0113-0203
0113-0235	0113-0243	0113-0333	0113-0525	0113-0542	0118-0098
0118-0100	0118-0105	0118-0137	0118-0378	0118-0418	0118-0503
2110-7011	2112-7001	2113-7126			

MICHIGAN



Supplemental Availability Schedule

SELECT LOCAL BANK OF AMERICA ONUS

Refer to the Availability Schedule for corresponding deadline and availability assignments.

0720-0080 0724-1360 2724-7167

MINNESOTA

0910-0550

MISSOURI

0810-0003	0810-0005	0810-0141	0815-0087	0815-0106	0815-0245
0815-0255	0815-0289	0815-0552	0815-1414	0865-0008	1010-0003
1010-0034	1010-0117	1010-0131	1010-0191	1010-0297	1010-0429
1010-1181	1012-0092	1012-0115	1012-0993	1012-1580	1019-0165
1019-0182	1019-1823				

NEVADA

1212-0015 1224-0072

NEW HAMPSHIRE

0114-0017 0114-0049 0114-0168 2114-7007 2114-7031

NEW JERSEY

0212-0033	0212-0041	0212-0102	0212-0216	0212-0260	0212-0264
0212-0296	0212-0312	0212-0334	0212-0339	0212-0350	0212-0351
0212-0359	0212-0465	0212-0501	0212-0515	0312-0077	0312-0111
0312-0135	0312-0141	0312-0208	0312-0305	0312-0332	0312-0430
0312-0506	0312-0753	0312-0768	2212-7029	2212-7034	2212-7147
2212-7150	2212-7239	2212-7244	2312-7079		
2212-7150	2212-7239	2212-7244	2312-7079		

NEW MEXICO

1022-0022	1022-0124	1022-0252	1070-0032	1070-0079	1070-0125
1070-0560	1122-0030	1122-0102	1122-0226	1122-0290	1122-0321
3070-7227					

NEW YORK

0210-0032	0210-0131	0213-0001	0213-0077	0213-0088	0213-0262
0213-1165	0214-0369	0214-0446	0214-0489	0219-0174	0220-0012
0223-0016	0260-0750	0280-0032	2213-7117	2213-7124	



Supplemental Availability Schedule

SELECT LOCAL BANK OF AMERICA ONUS

Refer to the Availability Schedule for corresponding deadline and availability assignments.

NORTH CAROLINA

0530-0019	0531-0002	0531-0025	0531-0040	0531-0052	0531-0055
0531-0065	0531-0069	0531-0117	0531-0125	0531-0139	0531-0141
0531-0153	0531-0159	0531-0173	0531-0186	0531-0209	0531-0215
0531-0246	0531-0263	0531-0270	0531-0341	0531-0343	0531-0400
0531-0561	0531-0669	0531-0866	0531-0920	0531-0950	0531-0954
0531-1115	0531-1132	0531-1236			

OKLAHOMA

1030-0001	1039-1248
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OREGON

1230-0016	1230-0676	3230-7038
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PENNSYLVANIA

0313-0066	0313-0234	0313-0405	0319-0209	2313-7184	2360-7347
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RHODE ISLAND

0115-0001	0115-0033	0115-0107	2115-7460
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SOUTH CAROLINA

0532-0006	0532-0044	0532-0730	0539-0037	0539-0448
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TENNESSEE

0613-0241	0640-0002	0641-0070	0641-0085	0641-0117	0641-0128
0641-0138	0641-0167	0641-0193	0641-0194	0641-0210	0641-0242
0641-0704	0641-0708	0642-0182	0642-0271	0642-0819	0840-0081
0840-0094	0840-0332				

TEXAS

1110-0001	1110-0002	1110-0025	1110-0053	1110-0081	1110-1765
1113-0093	1113-0094	1113-0113	1113-0819	1113-1034	1119-0001
1119-0003	1119-0067	1119-0081	1119-0086	1119-2509	1120-0208
1120-1211	1120-2233	1130-0002	1130-0087	1130-0126	1130-0361
1130-0635	1131-0001	1131-0059	1131-0154	1131-1684	1131-2228
1131-2288	1140-0001	1140-0004	1140-0011	1140-0090	1140-0150
1140-1243	1149-0002	1149-0124	1149-0309	1149-0458	1149-0918



Supplemental Availability Schedule

SELECT LOCAL BANK OF AMERICA ONUS

Refer to the Availability Schedule for corresponding deadline and availability assignments.

1149-1316	1149-1393	1163-0388	1163-0789	3110-7314	3110-9312
3120-9311	3130-7200	3140-7298			

VIRGINIA

0510-0001	0510-0010	0514-0036	0514-0050	0514-0064	0514-0127
0514-0302	0514-0705	0560-0101	0560-0738	0560-0911	

WASHINGTON

1250-0002

Treasury Services

Terms and Conditions

Bank of America 
Merrill Lynch

AUTHORIZATION AND AGREEMENT FOR TREASURY SERVICES

I am an authorized representative of the organization specified below (the "Client"). The Client has received Bank of America's Treasury Services Terms and Conditions Booklet (the "Booklet") in the form and with the content posted on the website of Bank of America and agrees to adhere to the Booklet and any applicable User Documentation from Bank of America ("Bank"). The Services covered by the Booklet and the banks providing Services are listed on the accompanying List of Banks and Services, which we may change from time to time. Capitalized terms used in this Authorization and Agreement form, not otherwise defined, have the meanings given to them in the Booklet.

After I sign below on behalf of the Client, the Client may from time to time request the Bank to provide any of the Services described in the Booklet. The Client may begin to use any such Service once Bank has approved such use and has received all required and properly executed forms and the Client has successfully completed any testing and training requirements. The Booklet supersedes other agreements between the Client and the Bank, as described under the General Matters heading in the Booklet, with regard to the provision of Services.

I warrant that the Client has taken all action required by its organizational or constituent documents to authorize me to execute and deliver on behalf of the Client this Authorization and Agreement form and any other documents the Bank may require with respect to a Service. I am authorized to enter into all transactions contemplated by the provision of Services to the Client. These may include, but are not limited to, giving the Bank instructions with regard to Electronic Funds Transfer Services and designating employees or agents to act in the name and on behalf of the Client.

Guidelines for completion:

If Client is a:	Who must sign:
corporation.....	any authorized officer
limited liability company.....	all members, or any authorized officer*
partnership (general or limited).....	any general partner
limited liability partnership.....	the managing partner*
sole proprietorship.....	the sole proprietor
governmental entity.....	the Treasurer*

* Includes any individual authorized under Client's charter or organizational or constituent documents. The legal name of any member, managing member, manager or general partner who is signing and who is not an individual must appear in the signature block. Note that in most cases the client must also complete the Certification form which follows.

(ORGANIZATION'S/CLIENT'S LEGAL NAME)

 [Signature of Authorized Representative]

 [Print Name of Authorized Representative]

 [Print title of Authorized Representative (include the legal name of any member, managing member, manager, or general partner who is signing and who is not an individual)]

The following addresses may be used for giving notices in connection with this Booklet except as you or we provide the other different addresses to be used in conjunction with your accounts or particular Services.

Address for Client Notices:

Telephone () _____
 Fax: () _____

 Dated

 [Signature of Authorized Representative, if two are required by Client]

 [Print Name of Authorized Representative]

 [Print title of Authorized Representative (include the legal name of any member, managing member, manager, or general partner who is signing and who is not an individual)]

Address(es) for Bank Notices:
 Bank of America, N.A.
 Documentation Management (CA4.706-04-07)
 P.O. BOX 27128
 Concord, CA 94527-9904
 Fax: (925) 675-7131
 and, if filled in; the following:

Telephone () _____
 Fax: () _____

AUTHORIZATION AND AGREEMENT CERTIFICATION

I certify that each signature appearing on the previous page for Client is the true signature of a person authorized to execute the form on behalf of Client, and I further certify that I have full authority to execute this certification. The Bank is entitled to rely upon this certification until written notice of its revocation is delivered to the Bank.

Guidelines for completion: This certification should **not be signed by the individual who signed the Authorization and Agreement.**

If Client is a:

corporation..... any authorized officer
limited liability company..... any member or authorized officer
partnership (general or limited) any general partner
limited liability partnership any partner
sole proprietorship no signature required
governmental entity the entity's counsel, or any other individual as permitted by
the entity's organizational documents

Who must sign:

The legal name of any member, managing member, manager or general partner who is signing and who is not an individual must appear in the signature block.

Note: If Client is not a U.S. based entity, it is not required to complete this certification, but must provide authorizing certificates or mandates.

Dated

(ORGANIZATION'S/CLIENT'S LEGAL NAME)

[Signature of Certifying Representative]

[Print Name of Certifying Representative]

[Print title of Certifying Representative (include the legal name of any member, managing member, manager or general partner who is signing and who is not an individual)]

TREASURY SERVICES DELEGATION OF AUTHORITY FORM

This form is optional and is to be used when you wish to delegate authority to sign various authorization forms to someone other than the person who signed the Authorization and Agreement form in the front of this Booklet.

By signing below, you authorize the incumbent of the specified position listed in Section A or each person listed in Section B below, acting alone, to execute documents that we may request, and any amendments or renewals thereof, pertaining to the use of Services, including but not limited to designating one or more persons (which may include himself or herself) authorized to initiate, amend, cancel, confirm or verify the authenticity of instructions to us for Services, whether given orally, electronically or by facsimile instructions, and to revoke any authorization granted to any such person, as he or she deems appropriate. The signer of this form has the same authority described above for each Service with us, unless otherwise specified. We are entitled to rely upon this delegation until written notice of its revocation is received by us.

Guidelines for completion: Fill out either section A or section B, or both, depending on your needs.

- To delegate authority to any person holding a specific title, fill out section A.
- To delegate authority to specific individuals by name, fill out section B.

For each name or title, indicate "All" in the "Service" column if the person or title has authority to sign documents for all Services which you receive from us. Otherwise, indicate specific Services for which the person or title has authority. For each name or title, indicate the entity or entities for which the person or title has authority to sign documents.

A. TO DELEGATE AUTHORITY TO ANY PERSON HOLDING SPECIFIC POSITIONS

Title	Service	Entity

B. TO DELEGATE AUTHORITY TO SPECIFIC INDIVIDUALS

Name	Service	Entity	Specimen Signature

CLIENT AUTHORIZATION

Client Authorization Instructions: The same person who signed the Authorization and Agreement for *Treasury Services* form must *sign* this Treasury Services Delegation of Authority form.

Dated

(ORGANIZATION'S/CLIENT'S LEGAL NAME)

[Signature of Authorized Representative]

[Print Name of Authorized Representative]

[Print title (include the legal name of any member, managing member, manager or general partner who is signing and who is not an individual)]

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INTRODUCTION

Thank you for choosing the Bank of America Corporation group of financial institutions for your worldwide treasury management business needs. We appreciate the opportunity to serve you. If you have any questions about our extensive array of treasury services (including the locations where each service is available) or about this Booklet, please contact your treasury services representative.

Capitalized terms used in this Booklet are defined in the Glossary. The terms “we,” “us” and “our” refer to each of the Bank of America Corporation subsidiary banks which provide you a particular Service under the terms of this Booklet. The terms “you” and “your” refer to each Client identified on the Authorization and Agreement for Treasury Services.

This Booklet contains the terms and conditions under which we provide you worldwide treasury services. It is used in conjunction with the Account Agreement which covers account terms and conditions. Please read this Booklet carefully and keep it for your records.

By signing and returning the Authorization and Agreement form in the front of this Booklet, you agree to the General Provisions section of this Booklet (which contains terms and conditions applicable to all Services), except that you agree to the Software License section of the General Provisions only to the extent we provide you Software in connection with one or more Services. You also agree to those portions of the Treasury Services and Electronic Trade Services sections of this Booklet which contain the specific terms and conditions that relate to the Services we provide to you. If you would like an additional Service, it will be covered by the terms and conditions of this Booklet once we have approved your use of the Service. You may begin using the Service when we have received all required and properly executed forms and you have successfully completed any testing or training requirements. To assist in our establishment or maintenance of overdraft limits or other processing arrangements, or to assist in our compliance with applicable laws, rules and regulations, you shall provide us with such financial and/or other information as we reasonably request.

Whenever you use any of the Services covered by this Booklet, you agree to be bound by these terms and conditions, as amended from time to time, and to follow the procedures in the applicable Materials.

TREASURY SERVICES

We offer a wide variety of treasury services. Each Service has many features and options. Your treasury services representative will be happy to describe these to you and to recommend those that will best meet your needs.

A List of Banks and Services is enclosed with this Booklet. This list includes the names of each Bank of America Corporation subsidiary bank offering Services under this Booklet and the names under which we currently offer those Services. Please contact your treasury services representative at any time if you wish to receive an updated list.

ACCOUNT RECONCILEMENT

Our Account Reconciliation Services will help you reconcile and manage the credit and debit activity in your accounts. Detailed information regarding the features offered for such Services is available in the applicable User Documentation.

Your use of an Account Reconciliation Service does not affect any of your obligations, which are described in the applicable Account Agreement, to discover and report with respect to your accounts (including joint accounts where permitted): (i) unauthorized signatures, alterations or endorsements on checks and (ii) unauthorized Requests and other discrepancies. Your use of this Service or our receipt of information associated with this Service does not increase our duty with respect to accounts or the payment of checks.

AUTOMATED CLEARING HOUSE (ACH)

This section applies only to ACH Services within the United States of America and does not apply to cross-border ACH transactions and other International Electronic Funds Transfer Services which are covered by the Wire Transfers and International Electronic Funds Transfers section in this Booklet.

Our ACH Services allow you to transfer funds to or from your accounts by initiating Entries which may be sent through the ACH system or processed directly to accounts with us.

We may send Entries to any ACH processor selected by us or directly to another bank. Each ACH Service is described in the applicable User Documentation. You authorize us to issue Depository Transfer Checks (DTCs), as instructed by you or as reasonably determined by us to be appropriate. The capitalized ACH terms appearing in italics below are defined in the NACHA Rules.

COMPLIANCE WITH NACHA RULES; LAWS; AND ADDITIONAL REQUIREMENTS

You agree to comply with the NACHA Rules for all Entries, whether or not an Entry is sent through the ACH network. You act as *Originator* and we act as *Originating Depository Financial Institution (ODFI)* with respect to Entries. You will deliver Entries to us as provided in the User Documentation and the NACHA Rules. The NACHA Rules govern if they conflict with this Booklet, except that the file specification requirements in the User Documentation govern if they conflict with the NACHA Rules. For Entries that may be processed directly to accounts with us, debits and returns may be reported on next day information reporting. The User Documentation will govern if such timing conflicts with the NACHA Rules.

You agree to comply with applicable laws and regulations. You may not use this Service for any illegal transaction or activity, including under the regulations and laws of the receiver of your transaction. Your compliance includes adherence to applicable laws and regulations, including United States economic sanctions laws and regulations, regulations issued by the Office of Foreign Assets Control of the U.S. Department of the Treasury and Executive Orders issued by the President of the United States.

If you are acting as a third party processor, we may request that you furnish us with additional information. Such information may include, without limitation, data: (i) regarding your financial condition; (ii) verifying your customers and the nature of their businesses; and (iii) sufficient for us to determine whether you are working with additional ODFIs.

Where a preauthorized debit Entry from a consumer's account varies in amount from the previous debit Entry, you will comply with the notice requirements set forth in the NACHA Rules, the Electronic Funds Transfer Act and Regulation E of the Board of Governors of the Federal Reserve System, as applicable.

AUTHORIZED PERSONS

Before using an ACH Service, you give us a written list, in a form acceptable to us, of the persons authorized by you to verify the authenticity of Entries and Reversal/Deletion Requests in accordance with the Security Procedure and to perform certain other duties in connection with such Service.

SECURITY PROCEDURE

You agree to use the Security Procedure, if any, when you deliver Entries or Reversal/Deletion Requests to us. The purpose of the Security Procedure is to verify the authenticity of Entries and Reversal/Deletion Requests delivered to us in your name and not to detect any errors in the transmission or content of Entries. Each time you use an ACH Service, you represent and warrant that, in view of your requirements, the Security Procedure is a satisfactory method of verifying the authenticity of Entries and Reversal/Deletion Requests. You agree that we may act on any Entries or Reversal/Deletion Requests after we have verified its authenticity through use of the Security Procedure.

WARRANTIES

Each time you use an ACH Service, (i) you warrant that you have obtained appropriate authorization from each *Receiver* and that Entries conform to such authorization and comply with the NACHA Rules, and (ii) you make the same warranties to us as we make under Section 2.2 (or any successor section) of the NACHA Rules.

PAYMENT WITH RESPECT TO ENTRIES

We generally debit your account on the settlement date for credit Entries (including debit Reversals), unless you are prefunding your Entries. Prefunding means that you are required to pay for all credit Entries before the settlement date as we may specify, using a Standalone Account. If your account is not a Standalone Account, we may at any time convert it to a Standalone Account for prefunding. We may, at our discretion, without prior notice to you, require prefunding before we process your credit Entries. We are not obligated to process any credit Entries, even if we have done so in the past, without having first been paid by you, but, if we do, the amount is immediately due and payable without notice or demand.

You will pay us for the amount of any returned debit Entries (including rejected debit Entries), any adjustment Entries or any returned DTCs, which we have previously credited to your account. Such amounts shall be immediately due and payable. You agree that we do not need to send a separate notice of debit Entries or DTCs which have been returned unpaid. You may request reports containing information regarding returned debit Entries and DTCs.

ACTING ON ENTRIES

We send Entries to the ACH processor for settlement on the Effective Entry Date shown on the Entries, if we receive the Entries by the applicable processing deadlines specified in the User Documentation for the ACH Service being used. We may treat Entries that we receive for processing after a deadline as if received on the next Business Day. Entries will be deemed received by us when we receive the complete file at the location specified in the User Documentation.

REJECTION OF ENTRIES

We may reject any Entry that does not comply with the requirements of this Booklet or the applicable User Documentation, including any ACH processing limits described in the User Documentation, or that we are unable to verify through use of the Security Procedure. We may also reject any Entry that may be returned for any reason under the NACHA Rules or if you have breached your payment obligations for any ACH Service we provide to you. We may also, with immediate notice to you, no longer accept or process your debit Entries.

Notice of rejection will be given to you by telephone, by electronic means, by facsimile or by mail within the time period specified in the User Documentation and will be effective when given. We are not liable for the rejection of any Entry and are not obligated to pay you interest for the period before you receive the notice of rejection. If an Entry is rejected for any reason, it is your responsibility to correct the Entry you intend to resubmit.

REVERSAL OR DELETION

We have no obligation to cancel or amend any Entry after we have received it. If you send us a Reversal/Deletion Request and we are able to verify the authenticity of the Reversal/Deletion Request using the Security Procedure, we will make a reasonable effort to act on your Reversal/Deletion Request. We will not be liable to you if such Reversal/Deletion Request is not effected (for example, but not limited to, if it is returned for non-sufficient funds). You agree to indemnify us in connection with any such Reversal/Deletion Request as provided in UCC 4A. Your obligations under this provision will survive the termination of any ACH Service.

PROVISIONAL PAYMENTS

You agree to be bound by the provision of the NACHA Rules providing that payment of a credit Entry by the *Receiving Depository Financial Institution (RDFI)* to the *Receiver* is provisional until the *RDFI* receives final settlement for the Entry. If final settlement is not received, the *RDFI* is entitled to a refund from the *Receiver* of the amount credited. This means that the *Receiver* will not have been paid.

Our payment of any debit Entry, returned credit Entry or credit Reversal is provisional until we receive final settlement for the Entry or Reversal. If final settlement is not received, we are entitled to a refund and we may charge your account for the amount previously credited. We may delay the availability of any amount credited for a debit Entry or credit Reversal if we believe that there may not be sufficient funds in your account to cover any chargeback or return of the Entry or Reversal.

INCONSISTENCY OF NAME AND NUMBER

An *RDFI* can make payment to a *Receiver* based solely on the account number, even if the name in the Entry differs from the name on the account. We will send an Entry to an *RDFI* based solely on the bank identifying number you provide, even if you provide us with a different *RDFI* name.

NOTICE OF ACCOUNT STATEMENT DISCREPANCIES

Information concerning Entries will be reflected in your account statements and, in some cases, in the form of written or electronic advices or reports that are produced by one of our Information Reporting Services. You must send us written notice, with a statement of relevant facts, within 14 days after you receive the first notice or a statement indicating a discrepancy between our records and yours. If you fail to give the required notice, we will not be liable for any loss of interest or for compensation for any other loss or cost relating to an unauthorized or erroneous debit to your account or any other discrepancy reflected in the notice or account statement. You must notify us promptly by telephone or other electronic means approved by us for such purpose, and confirm such notice in writing, of information concerning an unauthorized or erroneous debit to your account if you learn about or discover it from any source other than a statement, advice or report from us.

AUTOMATED CLEARING HOUSE (ACH) BLOCKS AND AUTHORIZATIONS

This section applies only to ACH Blocks and Authorizations Services for Entries received in the United States of America.

With the ACH Blocks and Authorizations Services, you provide us with the authorization criteria for Entries you desire to receive for debit or credit to your account. We will automatically return any Entry which does not meet your authorization criteria.

We may also return an Entry that would be returned for any reason under the NACHA Rules. The ACH Blocks and Authorizations Services do not apply to transactions between you and us, and we may pay Entries which you have authorized us to originate against your account (e.g., loan or credit card payments), whether or not you have included these in your authorization criteria. We may also pay any Entries, Reversals or adjustments which we are required to accept under the NACHA Rules, operating circulars or any other applicable rule, guideline or regulation.

You are responsible for providing authorization criteria in a manner and form acceptable to us. In your authorization criteria you may specify a maximum amount for authorized Entries, in which case you must specify the amount in dollars and cents.

You agree to comply with the NACHA Rules for all Entries. Under the NACHA Rules, credit Entries are provisional and may be revoked prior to final settlement. If the credit Entry is revoked before final settlement and final settlement is not received, we may charge your account for any amount previously credited to your account. In this instance, the person who originated the credit Entry is considered not to have paid you and we do not send a separate notice regarding such failed payment.

If an ACH Blocks and Authorizations Service is terminated for any reason, we will no longer be obligated to monitor Entries against your authorization criteria and will receive and accept or return Entries to your account in accordance with our normal procedures. You still have the right to return Entries in accordance with the NACHA Rules.

If you also subscribe to our ACH Positive Pay Services as described in this Booklet, you will still need to make your pay or return decisions under your ACH Positive Pay Services. Such decisions will supersede the terms contained in your ACH Blocks and Authorizations Services.

ACH POSITIVE PAY

Our ACH Positive Pay Services allow you to identify exception items, and to instruct us whether to pay or return those items. An exception item is an ACH Entry not previously authorized by you.

On each Business Day, we notify you of ACH debit and credit Entries presented to us for settlement on that Business Day and which we have identified as exceptions based on authorization information you have provided to us (as more fully described in the applicable User Documentation). Exceptions are determined by comparing ACH Entries presented to us (including by other depository institutions, ACH operators or by us) with the authorization instructions you have provided. Alternatively, you may choose not to authorize any ACH Entries, in which case we will treat all such ACH Entries as exception items.

On the same day we report exception items to you, you must notify us, by the deadline specified in the applicable User Documentation, which ACH Entries you want us to pay/accept or which to return. If you fail to notify us by the deadline, we will handle the exception items in accordance with the prescribed default procedure as outlined in the User Documentation. Where required, you will indicate which ACH Entries you want us to return, having been deemed by you to be unauthorized. Our deadlines, return procedures and procedures for authorizing ACH Entries are described in the applicable User Documentation. In order to assist you in making your decision whether we

should pay or return exception items, you may wish to contact your trading partner or ACH customer support for further information. This will not however extend your deadlines to pay or return.

Before using the ACH Positive Pay Services, you must entitle, in a form or manner acceptable to us, the persons authorized by you to perform certain duties in connection with such ACH Positive Pay Services.

You must access the daily reports of exception items via one of our Websites. Using such Website, you must then notify us which exception items to pay/accept or which to return. If you fail to notify us by the deadline, we will handle the exception items in accordance with the prescribed default procedure as outlined in the User Documentation.

Where available, we provide you a report of exception items. You must then notify us which items to pay/accept or which to return. If you fail to notify us by the deadline, we will handle the exception items in accordance with the prescribed default procedure as outlined in the User Documentation.

Where available you may request to receive certain types of notifications of your exception items. These notifications are further described in the applicable User Documentation.

By using the ACH Positive Pay Services, you authorize us to return ACH Entries or to pay/accept ACH Entries in accordance with your authorization instructions and the return procedure in the applicable User Documentation. We will have no liability for payment of an ACH Entry which is unauthorized if (i) the ACH Entry is included in a report of exception items; and (ii) you do not give us timely instructions to return the ACH Entry.

You acknowledge that our ACH Positive Pay Services do not preclude our standard ACH processing procedures, which may cause an ACH Entry to be dishonored even if your instructions do not otherwise require us to return such ACH Entry.

You acknowledge that if we receive an ACH Entry after the deadline, which is identified as an exception item, the exception item will be handled as more fully described in the applicable User Documentation.

You acknowledge that our ACH Positive Pay Services are intended to be used to identify and return ACH Entries which you suspect in good faith are unauthorized. They are not intended to be used as a substitute for authorization instructions or to delay your pay/accept return decisions on exception items, including and not limited to stop payment orders on ACH Entries which are not suspected in good faith to be unauthorized. If we suspect or deem, in our sole discretion, that you are using the ACH Positive Pay Services contrary to those intentions, we may require you to provide evidence that ACH Entries we return pursuant to your instructions were in fact unauthorized. In addition, we may hold you liable for losses we sustain on ACH Entries which we are requested to return under such ACH Positive Pay Services and which you do not reasonably establish as unauthorized ACH Entries.

ACH Positive Pay Services do not apply to transactions between you and us. We may pay Entries which you have authorized us to originate against your account (e.g., loan or credit card payments), whether or not you have included these in your authorization criteria. We may also pay any Entries, Reversals or adjustments which we are required to accept under the NACHA Rules, operating circulars or any other applicable rule, guideline or regulation.

If you also subscribe to our ACH Block and Authorization Services, you will still need to make your pay or return decisions under your ACH Positive Pay Services. Such decisions will supersede the terms contained in your ACH Block and Authorization Services.

CASHPAY®

Our CashPay® Service allows you to pay your employees and other payees by directly depositing payments to their CashPay accounts. Your payees can immediately access their money through ATMs, point-of-sale (POS) terminals and over-the-counter cash access transactions at offices of financial institutions that accept Visa® cards.

CASHPAY FUNDING OPTIONS

You may fund the CashPay accounts in one of two ways: by initiating Entries through the Automated Clearing House (ACH) system or, upon our approval, by instructing us to transfer funds from a deposit account you maintain with us. (ACH Services are governed by the ACH section of this Booklet.)

If you choose to pay by the transfer of funds from your account with us, we will debit your account following receipt of your payment instructions in a mutually agreed-upon format and method. You must have sufficient Collected and Available Funds in your account to cover the transfer amount. In the event that sufficient funds are not available at the time of settlement, you agree that we may take steps to protect ourselves, including refusing to fund CashPay accounts and terminating the CashPay Service (which will not affect funds previously transferred to CashPay accounts), without incurring any liability to you or your payees.

CERTIFICATION OF ENROLLMENT INFORMATION

You must provide us information for each payee who wishes to open a CashPay account. Each time you provide us with such information or initiate a transfer of funds to a CashPay account, you certify that the following statements are true and accurate as of such date:

- The payee is entitled to receive payments issued by you, and is otherwise qualified to participate in the CashPay program.
- All information provided by you about the payee is correct, including but not limited to the payee's name, date of birth, physical address, social security number or other identifying information contained in another form of identification issued by a governmental entity, employment/occupation, method of verification, country of citizenship, country of residence and source of income.
- If the payee is to receive wage payments through a CashPay account, the payee is legally employable in the United States of America.
- You have provided the payee the explanatory CashPay Service information that we have provided to you for that purpose, including the USA PATRIOT Act disclosure, and the payee has authorized the transfer of wages to the CashPay account.
- The payee has not cancelled the authorization to transfer the wages to the CashPay account.

You agree to notify us promptly of any changes to the payee enrollment information you have provided to us for this Service or if any employee who has a CashPay Account is no longer employed by you. Upon our request, you will promptly provide us any additional information for each payee to allow us, among other things, to verify enrollment information.

ADDITIONAL LIMITATION OF LIABILITY

As a general rule, ATMs cannot dispense cash in increments other than \$5, \$10 or \$20. This means that your payees may not be able to withdraw at an ATM all funds paid by you to the payees' CashPay accounts. We will wire the difference to any payee who requests such payment; however, we will not be responsible if your payees or others assert a claim against us due to this inability to withdraw all funds at an ATM.

PROMOTIONAL MATERIALS

We will provide you with explanatory documentation for you to give your payees. We will provide to each payee the CashPay agreement, which discloses the terms and conditions of each payee's CashPay account. Such payees are

not entitled to any rights or benefits we give to our other deposit account holders or debit card holders unless such rights or benefits are contained in the CashPay agreement.

You must obtain our prior written consent if you elect to promote the CashPay Service using materials (in any format) other than the documentation we provide to you for that purpose.

CHECK ISSUANCE AND DOCUMENT PRINTING

With our Check Issuance and Document Printing Services, you may request us to (1) create checks on your behalf that are drawn on either (i) accounts owned and maintained by you with us or another bank or (ii) accounts designated and owned by us, and/or (2) print and mail on your behalf statements, invoices and other documents.

AUTHORIZED PERSONS

Before using a Check Issuance and Document Printing Service, you give us a written list, in a form acceptable to us, of the persons authorized by you to perform certain duties in connection with such Service. If you use a third party to perform certain duties, you will provide such authorization in a form acceptable to us.

SECURITY PROCEDURE

You agree to use the Security Procedure when you deliver Check Issuance Requests or Document Printing Requests or electronically transmit Stop Payment Requests to us or our third party processor. The purpose of the Security Procedure is to verify the authenticity of Check Issuance Requests, Document Printing Requests and Stop Payment Requests delivered to us or our third party processor in your name and not to detect any errors in the transmission or content of these messages. Each time you use a Check Issuance and Document Printing Service, you represent and warrant that, in view of your requirements, the Security Procedure is a satisfactory method of verifying the authenticity of Check Issuance Requests, Document Printing Requests and such Stop Payment Requests. You agree we or our third party processor may act on any Check Issuance Request and Document Printing Request and any electronically transmitted Stop Payment Request the authenticity of which we or our third party processor, as applicable, have verified through use of the Security Procedure.

STOP PAYMENT REQUESTS

You must submit Stop Payment Requests in accordance with the applicable User Documentation or Account Agreement, as appropriate. Generally, you may send us or our third party processor a Stop Payment Request with respect to a check drawn on an account designated and owned by us only if the check is lost, stolen or destroyed. In such case, you must complete and provide us with a declaration of loss and indemnity agreement reasonably acceptable to us. If you wish to stop payment on a check drawn on an account you maintain with us, you must make your request as provided in the applicable Account Agreement.

YOUR RESPONSIBILITIES

You must create and transmit to us or our third party processor a Check Issuance Request for each check you want us to issue on your behalf and a Document Printing Request for each document you want us to print and mail on your behalf. You must make certain that each Check Issuance Request and Document Printing Request conforms in form and substance to the requirements, including cutoff times on a Business Day, described in the applicable User Documentation.

If you have not received an acknowledgment message from us or our third party processor within the time period specified in the applicable User Documentation, then you must contact customer support for instructions before resubmitting any Check Issuance Request, Document Printing Request or other message initially transmitted to us or our third party processor through a Service.

In the case of checks drawn on accounts designated and owned by us, you must ensure that Collected and Available Funds, sufficient to cover the total of all checks issued, are on deposit in your accounts. We will debit your account

to cover such checks when we receive your Check Issuance Request. In the case of checks drawn on accounts designated and owned by you, you will be governed by the applicable Account Agreement. In the case of checks drawn on accounts designated and owned by you and maintained at another financial institution, the processing of those checks may be governed by additional terms between you and that financial institution.

CHECK TRUNCATION

With our Check Truncation Service, we store copies of your canceled checks on image archive, microfilm or other media and destroy the checks. You do not receive your canceled checks. We will provide a copy of any check that you request for up to seven years from the date the check was paid against your account. To request a copy, you must provide us with sufficient information for us to identify the item, including the Magnetic Ink Character Recognition (MICR) serial number, account number, exact amount (dollars and cents) of the check, statement reference number, if any, and posting date. We may also ask you for additional identifying information.

Special services such as microfilm or review of dates, dollar amounts, serial numbers or signatures may not be available in connection with the Service.

Notwithstanding the Limitation of Liabilities section of this Booklet, if we are unable to provide a copy of a check as requested by you under a Service, our liability will be limited to your actual damages but will not, in any event, exceed the amount of the check.

CLIENT-PRINTED DRAFTS

With our Client-Printed Drafts Services, you use your computer (using Software we provide or by accessing a Website) to print drafts (which may include drafts denominated in a currency other than the currency in which the relevant account is denominated) drawn on either (i) accounts maintained by you with us or another bank or (ii) accounts designated and owned by us.

AUTHORIZED PERSONS

Before using a Client-Printed Drafts Service, you give us a written list, in a form acceptable to us, of the persons authorized by you to perform certain duties in connection with such Service.

SECURITY PROCEDURE

You agree to use the Security Procedure when you deliver Payment Advices or electronically transmit Stop Payment Requests to us. The purpose of the Security Procedure is to verify the authenticity of Payment Advices and Stop Payment Requests delivered to us in your name and not to detect any errors in the transmission or content of these messages. Each time you use a Client-Printed Drafts Service, you represent and warrant that, in view of your requirements, the Security Procedure is a satisfactory method of verifying the authenticity of Payment Advices and such Stop Payment Requests. You agree that we may act on any Payment Advice or electronically transmitted Stop Payment Request the authenticity of which we have verified through use of the Security Procedure.

STOP PAYMENT REQUESTS

Generally, you may send us a Stop Payment Request with respect to a draft drawn on an account designated and owned by us only if the draft is lost, stolen or destroyed. In such case, you must complete and provide us with a declaration of loss and indemnity agreement reasonably acceptable to us. If you wish to stop payment on a draft drawn on an account you maintain with us, you must make your request as provided in your Account Agreement.

YOUR RESPONSIBILITIES

You must verify the contents of each shipment of blank draft stock and sign and return to us the receipt accompanying each shipment or notify us of any discrepancy. You must notify us immediately if any draft stock is lost or stolen. You will be liable for any damages arising out of the loss or theft of any draft stock received by you.

You must create and transmit to us a Payment Advice for each draft you issue using a Service. You must make certain that each draft, Payment Advice and electronically transmitted Stop Payment Request conforms in form and substance to the requirements, including cutoff times on a Business Day, described in the applicable User Documentation.

You must retransmit any Payment Advice, electronically transmitted Stop Payment Request or other message initially transmitted to us through a Service if you have not received an acknowledgment message from us within the time period specified in the applicable User Documentation.

OUR RESPONSIBILITIES

When we receive the Payment Advice, we will transfer funds from your account with us to the bank account on which the draft is drawn.

We will provide you with blank draft stock and with the necessary Software and/or access to a Website.

PAYMENT WITH RESPECT TO DRAFTS

You agree you will not issue any drafts using a Service which would cause your applicable account balance, according to your records, to be exceeded. If your records and ours disagree regarding the account balance, our records will control for purposes of these Services. You must ensure that Collected and Available Funds, sufficient to cover the total of all drafts issued, are on deposit in your account each Business Day before the time stated in the applicable User Documentation.

COIN AND CURRENCY ORDERS

Our Coin and Currency Order Services allow you to place orders for coin and currency (as used in this section, “change orders”) with our cash vaults or the vaults of various armored carriers at which we maintain a cash inventory. Some of these armored carrier vaults have been designated by us as our extended vaults.

Before using a Coin and Currency Order Service, you will provide us with the names and locations of the person(s) authorized by you to receive the access IDs and PINs required to use the Service. We will provide such persons with access IDs and PINs so that change orders can be placed via a voice response system or electronically via a transmission, in accordance with the applicable User Documentation.

In order to use the Coin and Currency Order Service, you must contract separately with an armored carrier service that is acceptable to us to provide for the transportation of the coin and currency, which you have ordered, from one of our cash vaults, one of our armored carrier vaults and/or another location designated by us. Such armored carriers are your agents. Your armored carriers must continue to meet our requirements. In the event that they do not, we may not allow them to pick up your orders until they meet our requirements.

You authorize us to act upon any request for coin or currency made in accordance with this Booklet and the procedures described in the applicable User Documentation. In connection with any coin and currency you order from our cash vaults or our armored carrier vaults, you authorize us to debit your account (i) on the day that such coin and currency are available for release from such vault to your armored carrier, or (ii) on the day that we deliver such coin and currency to another location for pickup by your armored carrier, as applicable. Each time you use a Coin and Currency Order Service, you represent and warrant that you have sufficient Collected and Available Funds in your account for each change order requested by you. We have no obligation to release any coin and currency ordered by you unless there are sufficient Collected and Available Funds in the designated account or sufficient funds under a line of credit to pay for such order at the time scheduled for release of the coin and currency to the armored carrier.

COLLECTION LETTERS

Our Collection Letter Services allow you to forward us drafts, checks and travelers checks (as used in this section, “items”) drawn on banks outside of the United States and (i) denominated in U.S. dollars or (ii) drawn in specified foreign currencies (as described in the applicable fee schedules or User Documentation) for collection.

You must prepare and forward a transmittal letter, in a form acceptable to us, along with those items you want us to process for collection in accordance with the applicable User Documentation. You agree that you will only request collection on items which are drawn on banks outside of the United States (i) in U.S. dollars or (ii) in specified foreign currencies (as described in the applicable fee schedules or User Documentation) for collection.

We will send each item you forward to us for collection to the bank on which such item was drawn or to an appropriate correspondent bank. We will generally credit your account for each item on the first Business Day following the day on which we receive payment for each such item at our then-prevailing buy rate for the applicable currency. We will deduct all service fees and charges, plus any correspondent bank fees and charges, from the amount of any payment credited to your account for such items. Special handling or services other than collection of the items will be charged in accordance with our special handling fees (as described in the applicable fee schedules or User Documentation).

We will send you a written advice showing the applicable buying rate and fees and charges for each item we process as a collection item through use of a Collection Letter Service.

Any credit given for the items received for collection is provisional only, and is subject to our actual receipt of cash proceeds. We may charge back any items at any time, whether the item is returned or not. You bear all risk of return, including without limitation the risk of late returns and fraudulent items. If we take an item payable in foreign currency for collection, you will bear all exchange rate risk.

Clearance of foreign items is subject to the regulations of the foreign country, and such regulations are different from U.S. Federal Reserve regulations. We will contact you when information is received. If you request and we agree, we will determine the status of any collection item and you agree to pay phone or wire charges incurred for such a request.

We will use our discretion regarding the method of transmitting items for collection. Notwithstanding the Limitation of Liabilities section in this Booklet, the measure of damages for such failure shall be limited to the reasonable expenses of obtaining duplicate items should the originals be misdirected, lost or destroyed, or such other damages as are expressly provided for under applicable law.

CORPORATE CARD

Our Corporate Card Services allow you to open Card Accounts for your business purposes, as described below. You may select from one or more of the following card programs: purchasing, travel and entertainment, accounts payable or fleet. If you have selected and we have approved you for a joint and several liability travel and entertainment card program, the joint and several liability travel and entertainment card program amendment to this Booklet, incorporated herein by reference, sets forth additional terms relating to the program. Detailed information regarding such Services is available in the applicable User Documentation.

OUR OBLIGATIONS

We will open Card Accounts upon your request which Cardholders or you may use to conduct Transactions for your business. We will assume that all Transactions made on a Card Account are authorized by you until we receive and have had a reasonable period of time to act upon written notice from you that the Cardholder is no longer authorized to use the Card, Convenience Checks or the Card Account.

Upon your request, we may also provide Convenience Checks with respect to your Card Accounts. At your request, we may also establish a Card Account for which we assign only a Card Account number, but we do not issue a Card. If you so request, we will provide to the Cardholder, at the address you or the Cardholder specifies, a monthly billing statement reflecting the Cardholder's use of the relevant Card Account. We may deny authorization of any Transaction if we suspect fraudulent activity or Unauthorized Use or for any other reason. Notwithstanding anything to the contrary in the Limitations of Liability section of this Booklet, we will not be liable for any failure to authorize a Transaction.

YOUR OBLIGATIONS

You will use each Card Account solely for your business purposes.

You will pay for each Transaction, regardless of its purpose or whether you signed a sales draft or received a receipt, in addition to our fees and charges.

You represent and warrant to us that each Cardholder is a current employee or agent of your company. You will promptly furnish such financial and other information as we request for the purpose of reviewing your ability to perform your obligations to us. You represent and warrant to us that all such information about your employees, agents or your company is accurate, sufficiently complete to give us accurate knowledge of your financial condition and in compliance with all applicable rules, regulations and laws.

You and each Cardholder will check to ensure that the information embossed on each new Card or printed on each Convenience Check is correct, and you will contact us immediately if there is an error.

CHARGE LIMITS

For each card program, we will give you one total charge limit for all your Card Accounts. We will also assign an individual charge limit for each Card Account. Upon your request and if approved by us, we may increase the total charge limit or any individual limit. We may decrease the total charge limit or any individual limit at our discretion. You agree not to incur obligations which would cause the total charge limit for all your Card Accounts to be exceeded. If you do exceed this limit, or if any Cardholder's individual charge limit is exceeded, we may deem the entire balance owing to be immediately due and payable. Additionally, we may refuse any Transactions on all Card Accounts or the individual Card Account until a payment is made to reduce the balance below the total charge limit or the individual charge limit.

TRANSACTIONS IN OTHER CURRENCIES

If you make a Transaction in a currency other than U.S. dollars, Visa® or MasterCard® will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction. The exchange rate used by Visa® will either be (i) a rate selected by Visa® from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa® receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard® will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate. We may add an International Transaction Fee. The International Transaction Fee is set forth in the schedule of charges currently in effect for you. The International Transaction Fee will be shown in the Activity section on your billing statement and aggregated in the Other Fees category in the Summary section of your statement.

DISPUTES WITH MERCHANTS AND SUPPLIERS

We will have no liability for goods or services purchased with, or for a merchant's or supplier's failure to honor purchases made with, a Card Account, Convenience Check or Card. You agree to make a good faith effort to resolve any dispute with a merchant or a supplier arising from a Transaction. In a dispute with a merchant or supplier, we will be subrogated to your rights and each Cardholder's rights against the merchant or supplier and you will assign (and cause the Cardholder to assign) to us the right to assert a billing error against the merchant or supplier. You

will, and will cause the Cardholder to, do whatever is necessary to enable us to exercise those rights. We may reverse from any Card Account any Transactions relating to the dispute.

A merchant or supplier may seek prior authorization from us before completing a Transaction. If you advise us in writing that you desire to restrict Transactions to merchants falling within certain categories we designate in our User Documentation, we will take reasonable steps to prevent authorization of Transactions from other types of merchants. We, however, will not be liable to you if merchants or suppliers nonetheless accept a Card, Convenience Check or Card Account for other types of Transactions, or if authorization for a Transaction is not given.

CONVENIENCE CHECKS

If we provide Convenience Checks with regard to a Card Account, they may not be used to make payment on the Card Account. We may pay a Convenience Check and post its amount to the Card Account regardless of any restriction on payment, including a Convenience Check that is post-dated, that states it is void after a certain date or that states a maximum or minimum amount for which it may be written. Once paid, Convenience Checks will not be returned to you or the Cardholder.

If you wish to stop payment on a Convenience Check, you must call us at the customer service number shown on your billing statement and provide such information as we request or is required under the relevant User Documentation. We will stop payment if we receive your request on or before the Business Day before the Business Day on which we would otherwise pay the Convenience Check. The date on which we would pay a Convenience Check may be prior to the date it would post to your Card Account. A stop payment order will remain in effect for up to six months.

CARDLESS ACCOUNTS; ACCOUNTS NOT IN NAME OF INDIVIDUAL

We may, at your request, establish a Card Account for which no Card is issued or establish a Card Account with a designation which is not an actual individual, including, without limitation, designation of a vehicle identification number, license number, department name or "Authorized Representative" on the Card Account. Notwithstanding any other term in this Booklet, you agree to be solely responsible for the use of any such Card Account, including, without limitation, any Unauthorized Use.

PAYMENT OF CARD ACCOUNTS; SECURITY INTEREST

We will provide to the Card Administrator, or other person you designate in writing to us, a billing statement which will identify each Transaction posted during the billing cycle and the date of the Transaction. The billing statement will also list any applicable fees and charges for the Services. If you have requested a Card Account for travel and entertainment Transactions, we will provide an additional copy of the billing statement covering such use of the relevant Card to the appropriate Cardholder at the address which you or the Cardholder provides to us.

You will pay to us the total amount shown as due on each billing statement on or before the due date shown on the statement. If you do not make a payment in full by the specified due date, in addition to our other rights, we may assess a late fee and finance charge as set forth in our schedule of fees and charges. You have no right to defer any payment due on any Card Account.

Unless otherwise agreed by us, payments must be made using an ACH Service. As specified by you, we may initiate ACH debits to any deposit account at any financial institution. If you arrange for direct payment by Cardholders, such an arrangement will not change your responsibilities under this Booklet, including your obligation for payment.

You grant to us a security interest and contractual right of setoff in and to all deposits now or subsequently maintained with us or any of our affiliates or Subsidiaries. In connection with that grant, you authorize us to enter into a master control agreement with our affiliates authorizing, upon the occurrence and continuance of any default, the disposition of any such deposits to satisfy all liabilities incurred in connection with these Services, without your further consent. The grant of this security interest shall survive termination of these Services.

LOST OR STOLEN CARDS; UNAUTHORIZED USE

In the event of a possible loss or theft of a Card, Convenience Check or Card Account or possible Unauthorized Use, you will give us notice by telephone or telefax to the numbers set forth in the User Documentation. You agree to give us this notice as soon as practicable but in any event no later than the Business Day after discovery of the known or suspected loss or theft or Unauthorized Use. If notice as provided in this paragraph is given and you assist us in investigating facts and circumstances relating to the loss, theft or possible Unauthorized Use, including without limitation obtaining an affidavit or similar written, signed statement from the Cardholder, then you will not be liable for Transactions resulting from Unauthorized Use. If we have issued fewer than ten Card Accounts to you, your liability for Transactions by a person who does not have actual, implied or apparent authority to use the Card or Convenience Check and whose use does not result in a direct or indirect benefit to you will not exceed \$50 on each Card.

LICENSE TO USE YOUR MARKS

Upon your request, we may place Company's Marks on the Cards and collateral materials. You will provide the graphics to us in sufficient time to allow for review and approval by us and, if necessary, the respective card association. You grant to us a non-exclusive license to use, during the term of the Services, Company's Marks on the Cards and on other materials related to the Card Accounts. Your indemnity under the Protection from Third Parties section of this Booklet covers any claim that the use of any Company Marks infringes the intellectual property right of any third party.

EXTENSION OF CORPORATE CARD SERVICES TO AFFILIATES

Upon your request and submission of a participant Account form, we may approve one or more affiliates of which you are majority owner for participation in the Corporate Card Services. Each participating affiliate will have the same rights and obligations as you except that no separate charge limit will be assigned. Your charge limit will apply to Transactions on all Card Accounts, including those of your participating affiliates.

You may terminate an affiliate's participation by giving us written notice and a reasonable time to act on such notice. If an approved participant is no longer, or will no longer be, majority-owned by you, you agree to notify us immediately, and we may immediately terminate the Card Accounts of such participant.

SUPPLEMENTAL GOVERNING LAW AND RESOLUTION OF DISPUTES PROVISIONS

Notwithstanding anything to the contrary in the Governing Law provision in the General Provisions section of this Booklet, the Corporate Card Services are governed by the laws respecting national banking associations and, to the extent not covered by those laws, by the laws of the State of Delaware, without reference to that state's principles of conflicts of law, regardless of where you reside or where a Cardholder uses a Card Account.

Notwithstanding anything to the contrary in the Resolution of Disputes provision in the General Provisions section of this Booklet, you agree to submit to the personal jurisdiction of any state or federal court in Delaware and to binding arbitration in Delaware with respect to disputes regarding the Corporate Card Services.

ADDITIONAL TERMINATION PROVISIONS

We may immediately terminate these Services if there occurs (i) a termination event set forth in the Suspension and Termination section of this Booklet with respect to you, a participating affiliate or a guarantor of obligations under any Card Account, (ii) a change in your ownership, if you are a privately-held entity, in excess of 50% or (iii) any of the following with respect to you, a participating affiliate or a guarantor of obligations under any Card Account:

- The failure to pay or perform any obligation, liability or indebtedness to us or any of our affiliates or subsidiaries, whether under this Booklet or any other agreement, as and when due (whether upon demand, at maturity or by acceleration)
- The failure to pay or perform any other obligation, liability or indebtedness to any other party

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- Death (if an individual) or resignation or withdrawal of any partner or material owner (of a privately-held entity)
 - Merger or consolidation with or into another entity
 - The determination by us that any representation or warranty made to any of our affiliates or subsidiaries in any agreement is or was, when it was made, untrue or materially misleading
 - The failure to timely deliver such financial statements, including tax returns, other statements of condition or other information, as we shall request from time to time
 - The entry of a judgment which we deem to be of a material nature
 - The seizure or forfeiture of, or the issuance of any writ of possession, garnishment or attachment, or any turnover order for any property
 - The determination by us that we are insecure for any reason
 - The determination by us that any such person fails to meet credit criteria initially used by us to approve the Corporate Card Services
 - The failure to comply with any law or regulation controlling its operation

Upon any termination of the Corporate Card Services, (i) the entire balance outstanding on all Card Accounts shall, at our option, become immediately due and payable and (ii) you will immediately destroy, and will instruct all Cardholders to immediately destroy, all Cards and Convenience Checks. Your responsibility to pay for all Transactions regarding each Card Account will continue until a reasonable period of time after you notify us to close the Card Account or until you pay for all Transactions entered into before we close the Card Account to future use, whichever occurs later. After termination, you and all Cardholders will make no new Transactions on any Card Account. If, however, such Transactions are made, you will be liable for each of them.

COMMERCIAL DEPOSITS

With our Commercial Deposit Services, (i) you may make deposits of coin and currency, checks and other payment instruments at one of our designated banking centers with pre-approval, depository facilities (which may include a night depository facility), processing centers, ATMs or cash vaults; (ii) you or, if applicable, a third party acting as your agent, may make deposits of checks using our Image Cash Letter Service or our Remote Deposit Service; and/or (iii) you may obtain credit for Safe Deposits through the Safe Connect Service further described herein. If these deposits are delivered by you or your agent before the cutoff time specified at the deposit location or in the applicable User Documentation, we will give you same-day provisional credit for such deposits, subject to later verification by us and our availability schedule. Banking center deposits that are immediately verified are covered under your Account Agreement.

The Image Cash Letter Service allows you, or a third party acting as your agent, to transmit an image cash letter (ICL) to us. We may create, on your behalf, a paper substitute check or image replacement document (IRD) from such electronic image transmission, as described in the applicable User Documentation.

The Remote Deposit Service allows you to create or have created on your behalf a paper substitute check or IRD from an electronic image or an original paper check, as described in the applicable User Documentation.

YOUR RESPONSIBILITIES

You agree to follow all requirements set out in the User Documentation, and to meet all specifications for returns contained in the User Documentation; provided, however, in the event that a relevant provision of the User Documentation conflicts with applicable regulatory requirements, you agree to follow such applicable regulatory requirements.

You agree to prepare all deposits accurately and in good faith and to follow the procedures for preparation, packaging and delivery of deposits as provided in the applicable User Documentation. In order to receive a receipt

of deposit at banking centers, depository facilities (which may include a night depository facility), or processing centers, and except as otherwise set forth with respect to the Safe Deposit service further described below, we may require you to provide a duplicate deposit slip. This is in addition to the number of original deposit slips required by us to process the deposit or to use other procedures as set forth in the User Documentation. If we require you to provide a duplicate deposit slip, we will stamp this duplicate deposit slip and return it to you. In all cases, deposits are subject to later verification by us.

For deposits made to one of our cash vaults, you must contract separately with an armored carrier service that is acceptable to us to transport your deposits. Armored carriers are your agents unless otherwise agreed in writing between us.

If you use our Image Cash Letter Service or our Remote Deposit Service, then prior to sending us an electronic image transmission, you and we must agree on image and transmission standards as more fully described in the applicable User Documentation.

You warrant that all ICL file transmissions you send us comply with the specifications outlined in the User Documentation, and you agree to indemnify us for any loss or expense incurred by us (including attorneys' fees and expenses of litigation) as a result of your breach of this warranty. You must provide us with the reason for return of a check by such means as we may specify from time to time in our User Documentation. For example, we may require you to provide us with the reason for return of a check in the unqualified returns ICL cash letter file transmission or through stamping the front of the check with the reason for return. We will use our best efforts to notify you promptly when we cannot determine the bank of first deposit on a check in the amount of \$2,500 or greater, or such other amount as may be set forth in the User Documentation from time to time. You will respond to our notice by secure email promptly upon receipt.

If you use our Image Cash Letter Service or our Remote Deposit Service, then except as provided herein, for any IRD or Image created under this Service, you are deemed to be the warrantor of certain warranties under Check 21, and for each and every day an IRD is created, you accept all responsibilities as warrantor for those warranties under Check 21 regarding creation of the IRDs. You understand that you are responsible for capturing and sending fully legible copies of the original paper check or Electronic Image which will be cleared as a Paper Image or IRD.

If you use our Image Cash Letter Service or our Remote Deposit Service, then you give the same warranties and indemnities to us that we, as reconverting bank, give under 12 CFR Parts 229.52 and 229.53 of Check 21 regulations or any successor legislation. With respect to any Image forward presented by us after your deposit, in paper check or Image form, in your account, you give the same representations, warranties and indemnities to us that we, as sending bank, give pursuant to the image exchange rules, including any applicable clearing house rules and/or regulations, that govern us. With respect to Images sent by you to us under this Service, your warranties include warranties that the Image accurately represents all the information on the front and back of the original check as of the time the original check was truncated, the MICR-line information contains all information needed for a substitute check or draft, and any transmission to us from you complies with the specifications described in the applicable User Documentation. You agree to indemnify us and any receiving parties that suffer losses as a result of receiving the substitute check instead of the original, or receiving duplicate items, whether in paper or Image form. You are responsible for capturing and sending fully legible copies of the item which may be created as an IRD.

Notwithstanding the foregoing, provided you comply with the agreed upon image and transmission standards and we accept your transmission, and as more fully described in the applicable User Documentation, we will not hold you responsible for any breach of warranty or indemnity either under Check 21 based on image quality for IRDs, or under applicable image exchange rules, including any applicable clearing house rules and/or regulations, based on image quality for any Images, that we produce from your image transmission. If, in connection with your use of our Remote Deposit Service, we provide you with Software and such Software provided by us operates in a manner which causes you to breach any warranties under Check 21, in spite of your exercise of reasonable care, you shall report such Software issues to us as soon as reasonably practicable, and as more fully described in the applicable User Documentation, and we will not hold you responsible for such breach of warranty.

If you use our Image Cash Letter Service or our Remote Deposit Service, then you shall pay us for the amount of any returned Images or IRDs (including rejected images or rejected IRDs) or any claims for adjustments accepted by us, for any IRD or Image which we have previously credited to your account. Such amounts shall be charged as returns or adjustments to your account and are immediately due and payable by you. Such amounts appear on your reports to the extent agreed between us. Certain returned IRDs and/or returned Images may be redeposited, if you have a separate reclear service agreement or arrangement with us. Any IRD created and deposited to your account must comply with all requirements mandated by Check 21. If you intend to include reclears along with other items in a forward ICL file sent to us for processing, you must identify the reclear items on the ICL file in accordance with our instructions set forth in our User Documentation.

If you use our Image Cash Letter Service or our Remote Deposit Service, you agree that you provide the same warranties and indemnities that we are required to provide under applicable statutes, rules, clearinghouse arrangements, operating circulars and other applicable laws, rules or regulations. Without limiting the foregoing, you warrant and guarantee that, if you deposit a demand draft or remotely created check (an unsigned draft or a preauthorized draft) using the Image Cash Letter Service or Remote Deposit Service, the draft or remotely created check was created from paper (or from a paper item) and is authorized according to the terms on its face by the person identified as drawer. You agree to indemnify us from all loss, expense and liability related to a claim that such draft or check was not created from a paper item and/or was not authorized by the person on whose account it was drawn.

If, upon our review of your deposit account activity, we determine that abuse or unauthorized activity is or may be occurring with respect to deposited demand drafts, we may require you to provide collateral to cover the return of and/or claims against deposited demand drafts. In addition, we may require you to maintain such collateral coverage with us beyond termination your use of any deposit service, such as our Image Cash Letter Service and/or of your relationship with us as a bank customer.

In the event you use our Image Cash Letter Service or our Remote Deposit Service to redeposit any returned item as an IRD or Image, you agree to follow our procedures, set forth in the User Documentation, concerning your provision of the reason for return.

If you use our Remote Deposit Service, then it is your responsibility to use check imaging equipment acceptable to us as specified from time to time (as used in this section, "hardware") to be installed at your site in order to use any such Remote Deposit Service. The terms and conditions pursuant to which the hardware is obtained, installed and maintained shall be as agreed between you and the vendor and/or lessor of such hardware and we assume no responsibility therefore.

If you will be utilizing ACH components of our Remote Deposit Service, you must execute an agreement concerning such usage, as we may specify.

If you have captured Images from checks, you agree that you will securely store, safeguard and securely destroy the items as set forth in the User Documentation. Imaged documents (or original documents, if available) must be provided to us promptly, at our request, to facilitate investigations related to unusual transactions or poor quality transmissions, or to resolve disputes.

You agree to cooperate with us fully to facilitate our adherence to guidance provided by the Federal Financial Institutions Examination Council, including guidance concerning risk management of remote deposit capture. For this purpose, you agree that we may mandate specific internal controls at your locations, audit your operations and/or request additional information.

ADDITIONAL RESPONSIBILITIES UNDER ECCHO

In the event you are a financial institution and thereby eligible for ECCHO membership, you may use our Image Cash Letter Service or our Remote Deposit Service only if you are a member of ECCHO.

RETURN OF ON-YOU ITEMS BY ICL

In the event you are a financial institution to whom we may send, via ICL, On-You items pursuant to ECCHO rules, you agree that such ICL transmissions by us to you shall be governed by, and be in accordance with, the applicable provisions hereof and of ECCHO rules.

UNQUALIFIED RETURNS ICLs

In the event that you use the Image Cash Letter Service to send us unqualified returns ICLs, you additionally agree as follows:

You agree to send us return items only if you return the items within the requirements of the UCC and Regulation CC. You warrant that all returned checks sent to us comply with the deadlines of Regulation CC and the UCC and you agree to indemnify us for any loss or expense incurred by us (including attorneys' fees and expenses of litigation) as a result of your breach of this warranty.

You agree to provide to us the same warranties that we provide to any receiver of a returned item that you send us using this Service, whether such warranty is made under Regulation J, Federal Reserve Operating Circular 3, clearinghouse rules, including ECCHO rules, or other applicable regulations or rules. These warranties include, but are not limited to, a warranty that the image of the return item is an accurate representation of the front and the back of the related check; the electronic image return accurately corresponds to the electronically returned item being returned; and the electronic image return is not a duplicate of another electronic image return.

When you return an item using the Image Cash Letter Service, you agree that you provide the same warranties and indemnities that we are required to provide under applicable statutes, rules, clearinghouse arrangements, operating circulars and other applicable laws, rules or regulations.

REDEPOSITING RETURNED ITEMS

When you redeposit a returned item using the Image Cash Letter Service, you agree to redeposit the image of the returned check or IRD, which was physically returned to you, which shall include all endorsements and return item stamps. You agree that you provide the same warranties and indemnities that we are required to provide under applicable statutes, rules, clearinghouse arrangements, operating circulars and other applicable laws, rules or regulations and you agree to indemnify us for any loss or expense incurred by us (including attorneys' fees and expenses of litigation) as a result of your breach of these warranties.

OUR RESPONSIBILITIES

We receive your deposit and issue provisional credit to your account for the amount you declare on the deposit slip. The declared amount is subject to later verification by us.

If we find an error when we verify your deposit, we will debit or credit the amount of the error to the deposit account listed on the deposit slip, unless you and we have agreed otherwise in writing; provided, however, we reserve the right to set a standard adjustment amount (which we may change from time to time), in which case we will not make a correction to a deposit when the error is less than our current adjustment amount.

We give you same-day provisional credit for deposits delivered before the cutoff time on a Business Day. For deposits delivered after the cutoff time or on a non-Business Day, we give you provisional credit on the next Business Day.

We will apply and be responsible for (i) the appropriate endorsement of the bank of first deposit, if applicable, as more fully described in the applicable User Documentation on the back of each printed IRD; (ii) the appropriate legend of legal equivalency on the front of the printed IRD; and (iii) appropriate language identifying the reconverting bank if we do not clear your electronic image transmission through image exchange.

SAFE CONNECT SERVICE

You may use the Safe Connect Service for the purpose of obtaining credit, which credit may be provisional, for Safe Deposits as described herein and in Bank's User Documentation. You agree that the Safe to be utilized in connection with the Safe Connect Service must be installed at a Safe Location. Subject to cutoff times and other provisions contained in the User Documentation, we shall provide you with credit for Safe Deposits; depending upon the applicable procedures used by you, such credit may be subject to later verification and/or adjustment by us and/or the Transportation Provider designated to transport Safe Deposits from the Safe to the Vault Location. Your Safe Deposits shall be governed by the terms of this Booklet, except as otherwise provided herein.

Your Responsibilities Concerning Safe and Transportation Provider. Your responsibilities with regard to the Safe Connect Service include the following. You shall be solely responsible for the procurement of the Safe, whether by lease, sale or otherwise, and for the installation and removal of the Safe in accordance with any agreements that you may have with any third party providing the Safe. You shall not be required to prepare deposit and/or duplicate deposit slips with respect to Safe Deposits, as deposit information regarding such Deposits will be set forth in the Safe Feed. You shall be responsible for engaging a Transportation Provider to remove Safe Deposits from the Safe and to transport the Safe Deposits to Vault Locations. You agree to select the Transportation Provider you engage from a list of approved armored carriers provided by us from time to time. Such Transportation Provider shall be your agent, not ours, except as otherwise provided herein.

Settlement. Settlement terms may vary depending upon applicable procedures used by you; such procedures may be dependent, in part, upon the terms set forth in the applicable agreement between you and the Transportation Provider. Upon receipt of the Safe Deposits at the Vault Location, we or the Transportation Provider shall verify such Deposits, for which credit, which may have been provisional, has been given by us. In such instance, solely when conducting verification, the Transportation Provider shall be acting as our agent, not yours. In the event of a discrepancy between deposit amounts set forth in a Safe Feed, addressing a Safe Deposit, and deposit amounts verified at the Vault Location with respect to such Safe Deposit, any adjustments made shall be in accordance with our User Documentation. Information concerning such adjustments will be reflected in your account statements and, in some cases, in written or electronic advices and reports produced through one of our Information Reporting services.

No Warranties; Limitation of Liability. The following is in addition to the Limitation of Liabilities section under this Booklet.

YOU ACKNOWLEDGE THAT WE DO NOT PROVIDE, NOR DO WE MAKE, ANY RECOMMENDATIONS REGARDING THE SAFE. WE HAVE NOT MADE AND DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING THE SUITABILITY OF THE SAFE, ITS DURABILITY, ITS CONDITION, ITS QUALITY AND/OR ITS RELIABILITY. ACCORDINGLY, WE ALSO DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR PARTICULAR PURPOSE WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE. WE SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE SAFE OR ANY SAFE FEED, HOWEVER ARISING, OR THE USES THEREOF OR THE FAILURE OF ANY OPERATION THEREOF. NO REPRESENTATION OR WARRANTY AS TO THE SAFE OR ANY OTHER MATTERS BY OTHERS SHALL BE BINDING UPON US OR IMPOSE ANY LIABILITY UPON US NOR SHALL THE BREACH OF SUCH RELIEVE YOU OR IN ANY WAY AFFECT ANY OF YOUR OBLIGATIONS TO US HEREIN.

IF THE SAFE IS NOT SATISFACTORY FOR ANY REASON, YOU SHALL NOT MAKE ANY CLAIM ON ACCOUNT THEREOF AGAINST US. REGARDLESS OF CAUSE, YOU WILL NOT ASSERT ANY CLAIM WHATSOEVER AGAINST US FOR LOSS OF ANTICIPATORY PROFITS OR ANY OTHER INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES.

Supplemental Representations and Warranties. In addition to the representations and warranties set forth in this Booklet, you represent and warrant to us that (a) you have given or procured, as the case may be, all necessary consents and approvals for our accessing of your information and/or information of the Transportation Provider, as we deem appropriate, for purposes of this Agreement; and (b) you and/or the Transportation Provider as your agent shall safeguard all Safe Deposits until delivery of such Deposits at the Vault Location and commencement of verification. In the event that the security of Safe Deposits is breached prior to such delivery and commencement of verification, and/or if the delivery of the Safe Deposits to the Vault Location is delayed, we may reverse any credit, provisional or otherwise, provided with respect to such Safe Deposits as set forth in the User Documentation. You agree to notify us promptly in the event of any such security breach or delay.

You agree that you shall be deemed to make and renew each representation and warranty set forth in this Booklet on and as of each day on which the Safe Connect Service is provided.

Supplemental Termination Provisions. Notwithstanding anything to the contrary in this Booklet, the Safe Connect Service may be terminated at any time as set forth below.

In addition to the events listed in the Termination section of the Booklet which allow us to terminate any Service immediately, each of the following events will also give us the right to immediately terminate the Safe Connect Service at any time:

- (a) You breach, or permit the breach of, the security of the Safe.
- (b) We determine that you have failed to maintain a financial condition that we deem to be reasonably satisfactory to minimize any credit or other risks to us in providing the Safe Connect Service or we deem immediate termination to be necessary or appropriate to prevent a financial loss to us.
- (c) We, in our sole discretion, determine that the Safe Connect Service is no longer feasible or desirous for us to pursue.

COMMERCIAL PREPAID CARD

Our Commercial Prepaid Card Services enable you to distribute Commercial Prepaid Cards to your employees and others that permit them access to a predetermined amount of funds. Commercial Prepaid Cards may be used at ATMs, point-of-sale (POS) terminals, and for over-the-counter cash access Transactions at offices of financial institutions that accept Visa® cards. Detailed information regarding such services is available in the applicable User Documentation.

OUR OBLIGATIONS

We will issue Commercial Prepaid Cards to you on your request after you have provided us such information regarding the Commercial Prepaid Card as we may require at that time. Before we issue each Commercial Prepaid Card, we will debit funds from a deposit account you maintain with us for the value amount of the Commercial Prepaid Card issued.

We will mail the Commercial Prepaid Cards to the address or addresses you provide us, together with a copy of the agreement between us and the Cardholder, our privacy policy for consumers (if applicable) and instructions for activating the Commercial Prepaid Card.

We will deduct the amount of each Transaction, which may include fees added by the ATM owner or the applicable network, from the value amount with respect to the Commercial Prepaid Card. We will also deduct applicable Cardholder fees.

You may request us to add value to previously issued Commercial Prepaid Cards by providing such information as we may require at that time. Upon receipt of your request and the required information, we will debit your deposit account with us for the amount to be added to the existing Commercial Prepaid Cards.

You acknowledge and agree that the Commercial Prepaid Card is for use only for business purposes and is not for use for personal family or household purposes. Cardholders will not pay any money or anything of value to receive the Commercial Prepaid Cards. Commercial Prepaid Cards will not be re-sold or distributed by you.

If there are insufficient Collected and Available Funds in your account, we have no obligation to issue or activate any Commercial Prepaid Card or to add value to any existing Commercial Prepaid Card and we may suspend or reverse any completed value load.

Upon your request, and with our approval, we may provide a Commercial Prepaid Card that is not reloadable.

COMMERCIAL PREPAID CARD CREATION

All Commercial Prepaid Cards shall identify us as the issuer and shall include such other names and trademarks as we require. If you elect to customize the Commercial Prepaid Cards, you will be responsible for any additional costs in the design or production of the Commercial Prepaid Cards. You will provide graphics, promotional material and wording to us for review and approval and you must comply with all the rules of Visa[®] USA, Inc. and other systems or organizations, as applicable. You will allow us to use your artwork on the Commercial Prepaid Cards, provided that you shall have first reviewed and approved such use. You will indemnify and hold us harmless from any and all liabilities, claims, costs, expenses and damages of any nature (including Legal Expenses) arising from any claim that the artwork you supplied infringes the intellectual property rights of any third party.

COMMERCIAL PREPAID CARD ACTIVATION

Each Cardholder will be instructed to call a toll-free (in the U.S.A.) number and use an interactive voice response system to authenticate the Cardholder by using a number unique to the Cardholder in order to activate the Commercial Prepaid Card. During this call, the Cardholder will receive their PIN, if applicable. The Cardholder can change the PIN at that time to any four digit number. Once the call is successfully completed, the Commercial Prepaid Card will be activated. You will be responsible for informing each Cardholder of any other restrictions you may impose on the use of the Commercial Prepaid Card, and we will not have any responsibility for enforcing those restrictions.

COMMERCIAL PREPAID CARD USAGE

We may refuse to issue or add value to any Commercial Prepaid Card if we believe the Commercial Prepaid Card will or may be used in violation, or may cause us to be in violation, of any law or regulation, or any rule of any payment system.

We will use reasonable efforts to prevent any overdraft with respect to a Commercial Prepaid Card or any unauthorized use of a Commercial Prepaid Card, but cannot ensure we will be able to do so.

CONTROLLED BALANCE ACCOUNTS

Our Controlled Balance Account Services let you control the transfer of funds between accounts with us. These Services may be restricted to certain account types.

Transfers you make from a U.S.-domiciled money market account using these Services are considered preauthorized transfers, are counted toward the number of transactions you are legally permitted each month, and may not be made to a checking account with an overdraft credit facility.

You may instruct us to make either date-related (where available) or balance-related (where available) transfers as described below. Once you instruct us to transfer funds between accounts, transfers begin on a mutually agreeable date or, for accounts domiciled in the United States of America, either immediately or on the date you specify.

With a date-related transfer, funds can be transferred in either direction between certain types of accounts on the date and in the amount you specify. Both interstate and intrastate funds transfers are permitted as long as you meet the requirements for the account type(s), transfer date and account location(s). If the transfer date you specify is a non-Business Day, we make the transfer on the next Business Day.

With a balance-related transfer, you may have funds transferred to an account when the balance falls below a certain amount, or from an account, when the balance rises above a certain amount, or both. We transfer the amount required to meet the account balance you specify.

Unless you and we have otherwise agreed in writing, you may elect to have funds transferred to or from accounts of a U.S. Subsidiary; provided that (i) the U.S. Subsidiary's accounts are domiciled in the United States of America, (ii) you represent and warrant that such U.S. Subsidiary has authorized us to transfer funds between its accounts and your accounts and between its accounts and other accounts in the Service relationship via transfers through your account, and (iii) you provide us with such documentation as we may request in connection with such transfers.

CONTROLLED DISBURSEMENT

Our Controlled Disbursement Services provide information to you each Business Day so that you can fund the net total amount of (i) controlled disbursement checks presented that Business Day, (ii) certain controlled disbursement ACH transactions received prior to the time stated in the applicable User Documentation and (iii) any other check-related electronic adjustments to which we agree and which are posted that Business Day.

ACCOUNTS

We make the Controlled Disbursement Services available through multiple Controlled Disbursement Points in different parts of the United States of America. These points are identified on the List of Banks and Services. Subject to our approval in each case, you may use such Service through one or more of those points. For each Controlled Disbursement Point you use, you shall maintain one or more Controlled Disbursement Accounts with us.

For each Controlled Disbursement Point, as more fully described in the applicable User Documentation, you may (i) draw checks bearing the respective point's routing numbers directly on your Controlled Disbursement Accounts, (ii) initiate or authorize third parties to initiate ACH debits pursuant to the section of this Booklet regarding ACH Services and (iii) subject to the applicable funds transfer Service agreement, initiate other electronic debits to your Controlled Disbursement Accounts. (For electronic debits to your Controlled Disbursement Accounts, you must use the appropriate funds transfer Service approved by us.)

CHECKS

You shall only use checks which conform to the form and specifications described in the applicable User Documentation, and which have been satisfactorily tested by us. If we determine that checks used by you do not comply with such requirements, we may take the actions described in the applicable User Documentation.

NOTIFICATION AND FUNDING

On each Business Day, we will inform you by the time specified in the applicable User Documentation of the total amount of debits presented for payment that day at or through a Controlled Disbursement Point and any other amounts required to be deposited in your corresponding Controlled Disbursement Accounts to cover such debits. On each such Business Day, prior to the time stated in the applicable User Documentation, you must ensure that sufficient Collected and Available Funds are on deposit in your Controlled Disbursement Account(s) to cover such amounts. If we attempt to post a debit to a Controlled Disbursement Account for the amount due and determine

there are insufficient funds in the Controlled Disbursement Account, we may dishonor some or all of the checks then pending payment and/or, as appropriate, return or reject any electronic debit pending settlement. We may, however, in our sole discretion, allow an overdraft so some or all of such checks or electronic debits will be paid or settled. If we do so, we are not obligated to allow any such overdraft in the future.

If we allow an overdraft to occur in your Controlled Disbursement Account, repayment is immediately due and payable, and you will repay us, on or before the next Business Day, the amount of such overdraft along with interest on such amount as specified in our schedule of charges for business account services or as otherwise agreed. Additional terms and conditions contained in your Account Agreement may also apply. If you do not repay us as specified herein, we may dishonor some or all of the checks then pending final payment and/or, as appropriate, return or reject any electronic debit pending settlement even if the Controlled Disbursement Account has sufficient Collected and Available Funds to cover such debits.

You will select the funding methods for your Controlled Disbursement Accounts from the options described in the applicable User Documentation. However, in certain circumstances, we may require a change in the funding methods used for your Controlled Disbursement Accounts, and may require such accounts to be funded via wire transfer or account transfer.

CUSTOMER-INITIATED PAYMENTS

Our Customer-Initiated Payments Services allow you to have your consumer or business customers pay you for goods or services by using a Website. Your customers can authorize payments to you through commands on the Website or, where available, via touch-tone or voice commands over the telephone. Payments can be made via the Automated Clearing House (ACH), and credit or debit cards through the applicable card association networks. Detailed information regarding these Services is available in the applicable User Documentation. The capitalized ACH terms appearing in italics below are defined in the NACHA Rules.

CLIENT RESPONSIBILITIES

For payments made via ACH, the following provisions apply:

- Payments will be made by creation of an ACH Entry to credit your account with us and will be subject to the provisions of our Automated Clearing House Services. You will obtain the authorization of each such customer to debit their account. You act as the *Originator*, your customer acts as the *Receiver* and we act as the *ODFI* with respect to the Entries. You warrant to us each time you use this Service that you have obtained appropriate authorization from each *Receiver* and that Entries conform to such authorization and comply with the NACHA Rules.
- You also make to us the same warranties as we make with respect to Entries under the NACHA Rules.
- You authorize us to create an ACH Entry on your behalf as provided in the User Documentation and the NACHA Rules.

Payments, including chargebacks and adjustments, if any, made via credit or debit cards through the applicable card association networks are covered by the terms and conditions of the merchant services agreement you have with the acquiring bank.

DATA AGGREGATION AND USAGE SERVICE

Our Data Aggregation and Usage Service is a data aggregation, information reporting and data manipulation service which provides you with on-line access to information reporting services. These services include not only data collection and manipulation but also information reporting, cash forecasting, and automated general ledger downloading, as applicable. The availability of one or more of the foregoing services may be dependent upon various factors, including the on-line channel(s) pursuant to which the Service may be accessed, and not all functionalities of the Service may be available for your use. Subject to the foregoing limitations concerning

availability, upon your registration for the Service and completion of any other requirements, including identification of those accounts which you wish to be included for use with the Service, you may use your on-line access to retrieve, analyze, manipulate data from your accounts with us and with third parties. Detailed information regarding our Service, including information concerning the availability of the various functionalities, is set forth in the User Documentation.

You agree to use the security procedures we may designate from time to time with regard to access to the Service, verification of the authenticity of actions taken in connection with the Service, and safeguarding of correct user identification codes and passwords, as set forth in our User Documentation.

DATA AGGREGATION

You must identify for us those accounts which you wish to be included for use with the Service. You must be the legal owner of, or have the legal right to access, such accounts. With regard to the accounts you identify, you must obtain and provide to us any applicable third party consents and comply with all other requirements, including data feed requirements, that we may specify from time to time as necessary or appropriate for our receipt or retrieval of this account information. With regard to the foregoing, you agree to the following:

- You represent that you are a legal owner of, or have the legal right to access, the accounts at third party web sites which you designate to us for information aggregation, information reporting or other purposes in connection with our provision of the Service. You further represent that you have the authority to designate us and our service provider(s), if applicable, as your agent and attorney-in-fact as set forth below.
- You authorize us, as your agent and attorney-in-fact, to access third party web sites, retrieve or receive account information, and use your account information for the purposes of providing the Service, and you further authorize us to take any action we deem necessary and appropriate to facilitate the foregoing with respect to your accounts at third parties.
- Third party account providers shall be entitled to rely upon the above authorization and power of attorney granted by you.
- You agree and acknowledge that, when we access and retrieve or receive information from third party web sites, we act as your agents, and not the agents of the third party.
- We do not have any responsibility or liability for transactions and/or inquiries you make with respect to any accounts you have, or may legally access, with third parties, and all fees charged by any third parties with regard to actions involving your accounts with such parties are your sole responsibility. You agree to abide by the terms and conditions governing your accounts with third parties, and to resolve any dispute you may have regarding such accounts with the relevant third party according to the relevant terms and conditions binding upon you and the third party, without any involvement or liability on our part.
- Subject to any constraints of third parties with whom you have accounts, in providing our services we will make reasonable efforts to comply with your instructions, given in accordance with our designated procedures, regarding the timing and frequency of account data pulling activities. However, account information reflected via your use of the Service will constitute the most recent refresh successfully completed, but may not be accurate or current. We are not liable for any errors or delays in the content of such account information or for any action, and/or its consequences, which you may take in reliance upon such information. We do not endorse or recommend the services of any unaffiliated third party whom you select for purposes of using the Service's capabilities, including information aggregation capabilities, and from whom we collect your account information pursuant to your authorization.

DATA MANIPULATION

Using the Service's data manipulation capabilities, you may use various tools to populate and make other use of spreadsheet(s) as set forth in the User Documentation. With regard to the foregoing, you agree as follows:

- You agree and acknowledge that we are not responsible for any results associated with your use of any spreadsheet and/or similar representation, and/or your reliance thereupon; the appropriateness of the calculations performed in connection with your use of any spreadsheet or similar representation; the timeliness of any data populated the any spreadsheet or similar representation, as such data may not reflect true "real time" figures; the accuracy of any data provided by third parties, regardless of whether such data is populated by us or otherwise; and any data input by you.

CASH FORECASTING

Using the Service's cash forecasting capabilities, you may obtain estimates, analyses and other information based upon automated cash flow calculations. For these cash flow calculations, you may select relevant factors, such as actual account and user history, historical patterns of check clearing times and seasonality trends. You may use data from cash forecasting to take such steps (e.g. funds transfer) as you designate via certain other services for cash management purposes. You may also use the Service to obtain and implement recommended actions for managing liquidity. With regard to the foregoing, you agree as follows:

- You agree and acknowledge that, in connection with the Service's cash forecasting, we do not provide you with any guaranty or warranty regarding future payments, collections, cash requirements, funds availability or other circumstance, and you agree that you will take such steps as you deem reasonable to assess, verify, test and otherwise evaluate any forecasts or recommended actions provided pursuant to the Service.
- In providing you with various options, calculations and recommended actions to assist you with cash forecasting, we do not represent that any such options, calculations and/or recommended actions are advisable, suitable or reliable for your use. You expressly agree and acknowledge that there are inherent risks in utilizing cash forecasting tools and you assume all liability in connection with such utilization.

AUTOMATED GENERAL LEDGER INTERFACE

You may use the Service to access a capability which allows you to automatically download file(s) from your general ledger. In the event you elect to download general ledger information, you are solely responsible for verifying the accuracy, scope, completeness and timeliness of this information. You agree and acknowledge that neither we nor our service provider(s) undertake to reconcile such general ledger information in any manner or for any purpose, prior to, during or after downloading of this information to the Service. You also agree and acknowledge that our provision of this capability does not create any duty of ours either with regard to discrepancies or unauthorized actions or events or with regard to your responsibilities regarding accurate record keeping.

DISCLAIMER

We are not responsible for the accuracy, timeliness, scope, reconciliation and/or use of account and other information accessed or utilized in connection with the Service. You agree and acknowledge that all services and features utilized, and all actions taken, by you in connection with the Service are taken in your sole discretion and under your sole responsibility.

Without limiting the foregoing, you agree that the foreign exchange rates provided in connection with the Service are indicative only and are not live dealing rates. These indicative rates are provided by us solely as a courtesy. We do not accept any responsibility or liability for the accuracy or completeness of any indicative rates or for any reliance by or any other person on such rates. The indicative rates are derived from sources and models that we believe provide a reasonable approximation of market rates at the time of calculation. Rates

based on other models or differing assumptions or for different purposes may be materially different. With respect to your receipt of indicative rates in connection with the Service, you have full responsibility for all valuations of transactions for your own financial and regulatory reporting. Prices or valuations derived from use of indicative rates provided in connection with the Service do not necessarily represent or reflect prices or amounts at which any transaction could or would be entered into at this time or any other time, with us or with any other party.

In addition, we are not responsible for any data that is lost or destroyed in connection with your use of the Service. Without limiting the foregoing, we will not be responsible for any mechanical hard drive failure or other system failure, or if the Software is disabled (or “locked-up”) as a result of your installation of other computer software on the personal computer, workstation or network on which Software is installed. We strongly recommend that you take the necessary measures to ensure that you perform daily back-ups of your data and the hard drives of the personal computers and/or services used in connection with the Software.

ELECTRONIC BILL PAYMENT CONSOLIDATION

Our Electronic Bill Payment Consolidation Services consolidate, reformat and deliver remittance information and other data related to payments received from Bill Payment Service Providers for credit to your account. Detailed information regarding the Services is available in the applicable User Documentation.

You agree that you will authorize Bill Payment Service Providers to deliver payments, remittance information and other related data to us for us to provide these Services to you. We will credit payments received from Bill Payment Service Providers to your account. If you elect to receive Reversals, we will debit your account for the amount of the Reversal and send such funds to the Bill Payment Service Provider.

You may also elect to have information of another company/organization reported through these Services. If you do so, you agree that you and the other company/organization will authorize the Bill Payment Service Providers to deliver payments, remittance information and other related data to us for us to provide these Services to you.

Remittance information and other data related to payments will be delivered to you in a mutually acceptable form and manner.

If you are unable to post any payments to your customers’ accounts, you must promptly return such payments to us. You shall pay us immediately for the amount of any returned payments which we previously credited to your account.

ELECTRONIC DATA INTERCHANGE (EDI)

Our EDI Services allow you to disburse funds and/or deliver payment-related information to your receivers, electronically or by paper, by sending payment requests or payment-related information to us as described in the applicable User Documentation. These Services also allow you to access payments-related and remittance-related information in mutually acceptable formats received from your receivers and, where available, to match specified receivables and payables against payments.

For the web-based remittance advice delivery service, you are responsible for enrollment of your receivers on the service. During enrollment you will review and verify the accuracy of all enrollment information provided by your receivers on the specified Website. Upon completion of enrollment, you authorize us to deliver the confidential passwords and identifiers to your enrolled receiver to access the specified Website. Your receiver must keep such passwords and identifiers confidential. We will be fully protected in relying on the correct user identification codes and passwords.

SENDING PAYMENTS AND RELATED INFORMATION

When you wish to pay your receivers, you transmit a data file to us, containing instructions for your payments, in the format and by the cutoff times specified in the applicable User Documentation. When we receive a file from you under an EDI Service, we perform certain edits on the data, translate it into the appropriate format and/or medium and send the data to the payment system specified by you, except that we may use any means of transmission, funds transfer system, clearing house or intermediary bank we reasonably select. On the specified dates, we issue your payments in the required formats.

You control the content of any payment-related information you send to us and are solely responsible for the accuracy of such information. You are solely responsible for secure storage of all data relating to such information so that it can be made available to individual receivers upon request. You should reference the User Documentation for the applicable payment service to determine specific requirements for the duration of time required for data storage.

For the web-based remittance advice delivery service, we act as an intermediary to make data and information available to or from you or your enrolled receivers reasonably promptly after receipt of such information. We make the information available to your enrolled receivers on the specified Website within one Business Day of receipt. The information will be available on the specified Website for the time periods specified in the applicable User Documentation. We will not alter the content of any information that we receive from you or the receivers. We are not responsible for the accuracy of any of the information that we receive.

Payment requests originated via the EDI Services will be subject to the terms and conditions for the underlying payment services (Check Issuance and Document Printing, ACH and/or Wire Transfer and International Electronic Funds Transfer) as described in their respective sections of this Booklet.

RECEIVING REMITTANCE INFORMATION

Remittance information can be delivered to you in a mutually acceptable form and manner and will be covered under the Information Reporting section of this Booklet.

ELECTRONIC FOREIGN EXCHANGE

Our Electronic Foreign Exchange Services allow you to initiate FX Requests over the internet or by telephone. By accessing our Website, you can request that we provide an FX Transaction quotation, and by accepting our quotation you can electronically enter into FX Transactions, all in accordance with the instructions provided in the applicable User Documentation.

AUTHORIZED PERSONS

Before using an Electronic Foreign Exchange Service, you give us, by completing the applicable application, a written list of the persons authorized by you, including the security administrators, to perform certain duties in connection with the Electronic Foreign Exchange Service.

SECURITY PROCEDURE

You agree to use the Security Procedure, if any, when you send us FX Requests. The purpose of the Security Procedure is to verify the authenticity of FX Requests delivered to us in your name and not to detect errors in the transmission or content of the FX Requests. Each time you use an Electronic Foreign Exchange Service, you represent and warrant that, in view of your requirements, the Security Procedure is a satisfactory method of verifying the authenticity of FX Requests.

You agree that we may act on FX Requests, even if they are unauthorized, if we act in good faith and comply with the applicable Security Procedure and any written agreement with you restricting our action on FX Requests. In such cases, we may enforce or retain your payment to us for such FX Requests; provided, however, we may not enforce

or retain payment if you prove that the unauthorized FX Requests were not caused by a person (i) entrusted at any time to act for you with respect to FX Requests or the applicable Security Procedure, (ii) who obtained access to your premises, computer equipment or transmitting facilities or (iii) who obtained, from a source controlled by you, information (such as keys and passwords) which facilitated breach of the applicable Security Procedure.

EFFECTIVENESS OF FX TRANSACTIONS

You deliver FX Requests to us through the Service and we send you a quotation that you can accept electronically. You must follow all system instructions, procedures and warnings delivered to you on the Website provided for the Service. Once we receive your acceptance of our quote, we send you our deal acknowledgment in accordance with the applicable User Documentation, and the FX Transaction will be binding and effective. The FX Transaction is not completed until we send this acknowledgment. You are responsible for contacting us outside the Service if you have not received our electronic acknowledgment within the time specified in the applicable User Documentation (or in the absence of such specification within a reasonable time). We will book FX Transactions at our New York office. Notwithstanding anything to the contrary in this Booklet, we reserve the right to withdraw the Service or terminate your access to the Service at any time without notice.

ACCOUNT DEBITS

You must have Collected and Available Funds in your account which, when added to funds which may be made available under a line of credit, are sufficient to cover your FX Requests. You may initiate an FX Request only if the offsetting debit to your account, including the available line of credit, will not cause you to exceed the account balance according to your records. If your records and ours disagree regarding the account balance, our records will control for purposes of our processing the FX Request.

Unless you have available funds under a line of credit with us, you are obligated to pay us the amount of any FX Request once we receive your FX Request. We will debit the account you specify for the amount of your payment before we process your FX Request. If, for any Business Day, we receive more than one FX Request and/or other items payable from your account, we may debit your account for such FX Requests and items in any sequence we determine in our sole discretion.

If you have available funds under a line of credit with us, we will debit your specified account for the amount of your payment on the settlement date of the FX Transaction. Prior to the settlement date, you can request a change to the specified settlement account for the FX Transaction by using the Website for the Service. We will not be obligated to implement such a change, and the change will not be effective until we have had a reasonable opportunity to review and act upon your request.

REJECTION OF FX REQUESTS

We may reject any FX Request which does not comply with the requirements of this Booklet or the applicable User Documentation, including any processing limits described in such User Documentation, or which we have been unable to verify through use of the Security Procedure. We also may reject any FX Request which exceeds the Collected and Available Funds (including funds made available under a line of credit) on deposit with us in the applicable account. Notice of rejection is given to you by telephone, by electronic means, by facsimile or, in event such notice cannot be given by any of those means, by mail. Notices of rejection will be effective when given.

CONFIRMATIONS AND SETTLEMENTS

You agree that FX Transactions effected through the Service are automatically confirmed and do not require any further confirmation. Foreign exchange transactions effected by a method other than the Service may also be confirmed on the Website for the Service in accordance with the User Documentation. Your electronic confirmation of each such foreign exchange transaction shall have the same effect as if you had received a written confirmation from us and had reviewed, manually signed and returned the signed confirmation to us.

INTERRUPTION OF COMMUNICATIONS

In the event of a service interruption involving the Service, you may effect FX Transactions, confirm FX Transactions, and specify settlement instructions by contacting one of our trading rooms or operations centers by telephone as designated in the applicable User Documentation.

ELECTRONIC STOP PAYMENT

Our Electronic Stop Payment Services allow you to electronically place or cancel a Stop Payment Request. This is in addition to your ability to make stop payment requests in person, by telephone or in writing as described in your Account Agreement.

A Stop Payment Request will not be effective until we review our records for the time period specified in the applicable User Documentation, determine that the check has not been paid during that period and respond to you with an online status of your request of “accepted” (rather than “rejected” or “pending”).

A Stop Payment Request terminates at the end of the period designated in the applicable User Documentation, unless the Stop Payment Request is renewed or canceled earlier. A Stop Payment Request is canceled automatically when the account on which the check is drawn is closed or transferred.

REQUESTING STOP PAYMENTS

You will include in each Stop Payment Request the Magnetic Ink Character Recognition (MICR) serial number and exact amount (dollars and cents) of the check for which payment is being stopped and the account number on which the check is drawn. You understand and agree that we can only stop a check that shows exactly the same MICR serial number and amount as that included in the related Stop Payment Request since our computer system identifies a check on the basis of the MICR serial number and the exact amount of the check.

You will review your account statements prior to transmitting any Stop Payment Request. You will not transmit any Stop Payment Request relating to a check that has been shown to be paid on such statements. If a check does not appear as paid on a statement with the correct check serial number due to defective or damaged MICR information on the check, we are not liable for processing the check.

In some cases, we may pay a check even if a Stop Payment Request is in effect. For example, if one of our branches (or banking centers) or affiliates becomes a “holder in due course” of the check that you asked us to stop, we may still pay the check.

The procedures for placing and acknowledging Stop Payment Requests are described in the applicable User Documentation.

IMAGE SERVICES

Our Image Services will make available to you digital images of checks, drafts, deposited items, returned items, notices of debit adjustments (with respect to this section, “debits”) and/or notices of credit adjustments and deposit slips (with respect to this section “credits”) with respect to specified accounts established with us. (Such Services do not include Image Lockbox Services, which are provided in connection with our Lockbox Services.) Digital images will be made available to you at such times as may be set forth in the applicable User Documentation or as otherwise established by us.

Images may be made available to you by Website, file transmission or by CD-ROM/DVDs. Images available via Website include checks, drafts, deposited items, returned items, debits and credits. Images available via file transmission include checks, drafts, returned items, debits and credits. Digital images made available via CD-ROM/DVDs, which may be accessed through the use of CD-ROM/DVD software that we provide to you, include

checks, drafts, debits and, credits. If you elect to receive Account Reconciliation reports and/or Demand Deposit Account (DDA) statements on a CD-ROM/DVD, images of such reports and/or statements will also be made available to you by CD-ROM/DVD.

If an image of a check or draft is missing or is illegible, we will provide you with a copy upon your request. Your request must include the account number, the check serial number, the exact amount (dollars and cents) of the payment and the date the payment was made. We may assess a fee for copies provided to you. We will not be liable for failure to provide copies by a given time or for failure to provide copies we are not reasonably able to provide.

Notwithstanding the Limitation of Liabilities section of this Booklet, we will not be liable for damages arising under any Image Service in excess of the amount of the check, draft or miscellaneous debit giving rise to your claim. Any such claim must include the account number, the check serial number, the exact amount (dollars and cents) of the payment, the date the payment was made, the name of the payee, a detailed explanation of how the claimed loss occurred and the name, address and phone number of the payee.

Notwithstanding the Suspension and Termination section of this Booklet, in the case of an Image Service using CD-ROM/DVDs, termination of such service upon 30 days notice may not be effective earlier than the first day of the statement period immediately following the statement period during which such notice is given.

INFORMATION REPORTING

Our Information Reporting Services make certain account, transaction and related information available to help you control and manage your accounts. This may include information generated from other Services you use. You may have information reported directly to you or, with certain of our Information Reporting Services, reported at your direction to another financial institution or other entity. Information reported on a current day basis is subject to updating and, therefore, at any point in time may not reflect the information on our records at such time. In addition, such information may be subject to adjustment upon final posting. Detailed information regarding an Information Reporting Service is available in the applicable User Documentation.

ACCOUNTS OF OTHER COMPANIES/ORGANIZATIONS

You may elect to have accounts of another company/organization reported to you with any of our Information Reporting Services. You agree that, for each such account, the company/organization will provide us with its written authorization, in a form acceptable to us, for us to make its account information available to you. However, you do not need to provide us such written authorization if the other company/organization is a U.S. Subsidiary and its accounts are domiciled in the United States of America. In that case, you represent and warrant that such other company/organization is a U.S. Subsidiary and that it has authorized us to make its account information available to you.

ACCOUNTS AT OTHER BANKS

You may also elect to have your accounts, or accounts of another company/organization, that are maintained at another financial institution reported through certain of our Information Reporting Services. If you do so, you agree that you and the other company/organization will authorize such other financial institution to make the reporting information available to us and to take all other actions necessary for us to provide Information Reporting Services to you. We shall not be responsible for the accuracy or timeliness of any information provided to us by any such financial institution.

THIRD-PARTY INFORMATION

If you gain, through your use of one or more Services, access to any information relating to any person other than us, you or any of your Subsidiaries which have authorized your receipt of such information, you agree that you will treat such third-party information as strictly confidential and you shall not disclose it to any person outside your company or to any persons within your company except those who have a need to know. Further, you shall ensure

that adequate measures have been taken to prevent the unauthorized use of any such third-party information. You agree that you will not use any such third-party information for your own purposes other than in a communication to us relating to the Service.

LOCKBOX

Our Lockbox Services involve the processing of checks and other payment instruments, such as drafts, that are received at a Lockbox Address or by special arrangement with us, excluding without limitation the processing of cash, stock certificates and tangible valuables. With a Lockbox Service, you instruct your customers to mail checks and other payment instruments you want to have processed under a Service to the Lockbox Address. We are not liable to you for losses you suffer if anything other than checks or other payment instruments are sent to the Lockbox Address. We and/or our agents will have unrestricted and exclusive access to the mail sent to the Lockbox Address.

If we receive any mail containing your lockbox number at our lockbox operations location (instead of the Lockbox Address), we may handle the mail and reserve the right to deposit the items as if they had been received at the Lockbox Address.

PROCESSING

We will handle checks received at the Lockbox Address according to the applicable Account Agreement, applicable User Documentation and our availability schedule, as if the checks were delivered by you to us for deposit to your designated account, except as modified by this Booklet.

We will open the envelopes picked up from the Lockbox Address and remove the contents. Checks and other documents contained in the envelopes will be inspected and handled in the manner specified in the set-up documents for the applicable Lockbox Address. We capture and report information related to the lockbox processing, where available, if you have specified this option in the set-up documents. As appropriate, we will endorse all checks we process on your behalf and deposit them in the account you designate for the applicable Service.

If we process an unsigned check as instructed in the set-up documents, and the check is paid, but the account owner does not authorize payment, you agree to indemnify us, the drawee bank (which may include us) and any intervening collecting bank for any liability or expense incurred by us or such other bank due to the payment and collection of the check.

If this option is available and if you instruct us not to process a check bearing a handwritten or typed notation "Payment in Full" or words of similar import on the face of the check, you understand that we have adopted procedures designed to detect checks bearing such notations; however, we will not be liable to you for losses you suffer if we fail to detect checks bearing such notations.

Unless we agree otherwise, each Business Day we will prepare and send remittance materials (images via internet, electronic file and/or paper packages) relating to the Lockbox Address to you at the address you specify for that Lockbox Address other than image lockbox. The material will include, but is not limited to, any checks not processed in accordance with the set-up documents plus information regarding the deposit for the day. For the wholesale Lockbox Service, the package will also include invoices and other materials received at the Lockbox Address.

If you subscribe to the Image Lockbox Service, unless we agree otherwise, we will retain images of processed, lockbox checks, remittance documents and correspondence for an archive period of a rolling 45 days. The images will be sent to you via an encrypted CD-ROM or other encrypted medium as specified in the User Documentation. Upon receipt, you must promptly notify us if such CD-ROM contains a media defect or is unreadable in its entirety. Subject to the terms herein regarding the retention of lockbox images, we will use reasonable efforts to replace the CD-ROM, which shall be our sole obligation and your sole remedy with respect to defects in the CD-ROM. If you

elect to not receive an encrypted CD-ROM of the lockbox images, we will have no obligation to provide copies of such items, other than a copy of the check image.

ACCEPTABLE PAYEES

For the Lockbox Address, you will provide to us the names of Acceptable Payees in writing. We will process a check only if it is made payable to an Acceptable Payee and if the check is otherwise processable. In some jurisdictions outside the United States, an Acceptable Payee is limited to you and limited variations of your name. In all other jurisdictions, including the United States, you warrant that each Acceptable Payee is either you or your affiliate. If an Acceptable Payee is your affiliate, then you also warrant that such Acceptable Payee has authorized checks payable to it to be credited to the account you designate for a Lockbox Service. We may require written authorization from any such Acceptable Payee. We may treat as an Acceptable Payee any variation of any Acceptable Payee's name that we deem to be reasonable.

NOTIFICATION SERVICE

Our Notification Services, where available, allow you to receive certain types of Notices. The types of Notices relating to a particular Service are further described in the User Documentation.

You agree Notices are in addition to and not a replacement of or substitution for the Services received by you under this Booklet or any other agreement between you and us. As set forth in the User Documentation, your system administrator(s) shall instruct us with respect to your use of the Notification Services.

You acknowledge and agree that Notices are provided as a convenience and as such you (a) acknowledge and agree that you may not rely on the receipt or expected receipt of a Notice, or the contents (or lack thereof) of any Notice, to relieve you of any of your obligations or duties under the terms of this Booklet or otherwise, and (b) must continue to use the Services in compliance with the applicable terms of this Booklet or such other agreement between you and us. Notwithstanding any terms to the contrary, you agree that we shall not be liable in any case: (i) for any failure to provide, or any delay in providing, any Notice, (ii) if any Notice is intercepted or received by an unauthorized person or entity, and (iii) if any Notice is inaccurate or incorrect in any way.

PAYMENT AND INVOICE PROCESSING SERVICES

When you enroll to use the Payment and Invoice Processing Services, you will choose to enroll as a Disburser or Payer, or both. With our Payment Service, if you are a Disburser you may request us to originate on your behalf payments to Collectors. With our Invoice Processing Service, if you are a Payer, you will receive invoices sent to us from Billers, manage those invoices through use of our Website, and elect whether to use our purchase order matching process. The capitalized ACH terms appearing in italics below are defined in the NACHA Rules.

SECURITY PROCEDURE

You agree to use the Security Procedure when you electronically transmit Transaction Requests to us or our third party processor. The purpose of the Security Procedure is to verify the authenticity of Transaction Requests delivered to us or our third party processor and not to detect any errors in the transmission or content of these messages. Each time you use a Payment Service, you represent and warrant that, in view of your requirements, the Security Procedure is a satisfactory method of verifying the authenticity of Transaction Requests. You agree we or our third party processor may act on any electronically transmitted Transaction Request, the authenticity of which we or our third party processor, as applicable, have verified through use of the Security Procedure.

YOUR RESPONSIBILITIES

If you are a Disburser:

- You must create and transmit to us or our third party processor a Transaction Request for each Entry you want us to originate on your behalf. You must make certain that each Transaction Request conforms in form and substance to the requirements, including cutoff times on a Business Day, described in the applicable User Documentation.
- You must retransmit any Transaction Request or other message initially transmitted to us or our third party processor through the Payment Service if you have not received an acknowledgment message from us or our third party processor within the time period specified in the applicable User Documentation.
- You authorize us or our third party processor to originate credits and debits to your Transaction Account through the ACH network in accordance with this Booklet and the NACHA Rules.
- You must comply with the NACHA Rules for all Transaction Requests and Entries, whether or not a Transaction Request or Entry is sent through the ACH network. We act as the *Originator*, on your behalf, and *Originating Depository Financial Institution (ODFI)* with respect to Entries. You will deliver Transaction Requests to us as provided in the User Documentation and the NACHA Rules. The NACHA Rules govern if they conflict with this Booklet or User Documentation, except that the file specification requirements in the User Documentation govern if they conflict with the NACHA Rules.
- Before using the Payment Service, you must give us a written list, in a form acceptable to us, of the persons authorized by you to verify the authenticity of Transaction Requests, Entries and Reversal/Deletion Requests in accordance with the Security Procedure and to perform certain other duties in connection with such Service.
- You must pay us with Collected and Available Funds for all Transaction Requests and credit Entries before the settlement date. If you pay us using one of our Wire Transfer Services, the terms and conditions of the Wire Transfers and International Electronic Funds Transfers section of this Booklet will apply. If you pay us using one of our Automated Clearing House (ACH) Services, the terms and conditions of the Automated Clearing House (ACH) section of this Booklet will apply.

If you are a Payer:

- You will receive invoices from Billers through the Invoice Processing Service.
- If you elect to use our purchase order matching process, you will send us a file of outstanding purchase order data, which we will use to match invoices and purchase orders.
- You will use the applicable Website to manage invoices by you, as described in the User Documentation.
- For those invoices, which are approved by you, you will enter such invoice in your accounts payable system and send payment to Biller in accordance with your agreement with such Biller.
- With respect to the Invoice Processing Service, you agree that we have no obligation to process payments or to make certain payments are made to Billers.
- You will resolve disputes regarding invoices from Billers directly with such Billers and we have no responsibility with respect to such disputes.

When you enroll to use the Payment and Invoice Processing Services, you will become a member of the Network. If you are a Disburser or a Payer, you must comply with the Network operating rules. The operating rules are available for your review at <https://secure.paymode.com/policies/operatingrules.htm>.

OUR RESPONSIBILITIES

If you are a Disburser:

- We will send Entries on your behalf and in accordance with your Transaction Request through the ACH system or processed directly to Transaction Accounts with us, all in accordance with the User Documentation. We may send Entries to any ACH processor selected by us or directly to another bank.
- We will send an Entry to the ACH processor for settlement on the date you select in the applicable set-up documentation, if we receive the Transaction Request by the applicable processing deadlines specified in the User Documentation for the Payment Service and, unless we agree in writing otherwise, we have received Collected and Available Funds from you for the Entry. We may treat Transaction Requests we

receive from you for processing after a deadline as if received on the next Business Day. Transaction Requests will be deemed received by us when we receive the complete file at the location specified in the User Documentation.

- We will debit your Transaction Account for the amount of the Transaction Request.
- We will make available to your Collectors any remittance information received from you, as set forth below.
- We will give you secure access to the status and history of payments made by you through use of the Payment Service.
- At your request, we will contact those entities you identify to discuss with them enrolling as Collectors, as described in the User Documentation.

If you are a Payer:

- We will send you invoices from Billers.
- If you elect to use our purchase order matching process, we will accept from you an electronic file of outstanding purchase orders for use in that process and match invoices to purchase orders, as described in the User Documentation.
- We will provide you with a Website through which you can view and manage invoices, as described in the User Documentation.
- We will send you an electronic file of approved invoices.

PROVISIONAL PAYMENTS

You agree to comply with the NACHA Rules for all Transaction Requests and Entries. You agree to be bound by the provision of the NACHA Rules providing that payment of a credit Entry by the *Receiving Depository Financial Institution (RDFI)* to the *Receiver* is provisional until the *RDFI* receives final settlement for the Entry. If final settlement is not received, the *RDFI* is entitled to a refund from the *Receiver* of the amount credited. This means that the *Receiver* will not have been paid.

Our payment of any debit Entry, returned credit Entry or credit Reversal is provisional until we receive final settlement for the Entry or Reversal. If final settlement is not received, we are entitled to a refund and we may charge your Transaction Account for the amount previously credited. We may delay the availability of any amount credited for a debit Entry or credit Reversal if we believe that there may not be sufficient funds in your Transaction Account to cover any chargeback or return of the Entry or Reversal.

NOTICE OF ACCOUNT STATEMENT DISCREPANCIES

Information concerning Entries will be reflected in your account statements and, in some cases, in the form of written or electronic advices or reports that are produced by the Payment and Invoice Processing Services. You must send us written notice, with a statement of relevant facts, within 14 days after you receive the first notice or statement indicating a discrepancy between our records and yours. If you fail to give the required notice, we will not be liable for any loss of interest or for compensation for any other loss or cost relating to an unauthorized or erroneous debit to your account or any other discrepancy reflected in the notice or account statement. You must notify us promptly by telephone or other electronic means approved by us for such purpose, and confirm such notice in writing, of information concerning an unauthorized or erroneous debit to your account if you learn about or discover it from any source other than a statement, advice or report from us.

POSITIVE PAY

Our Positive Pay Services allow you to identify exception items, to request photocopies and/or electronic images of exception items and to instruct us whether to pay or return those items. The options and features available for our Positive Pay Services are described in the applicable User Documentation. In many locations, if you send us an issue

file, your information may be made available at the teller line. This is called “Teller Positive Pay,” which helps identify fraudulent checks that are presented for payment or deposit at many of our banking centers. Where available, you also have the option to include payee names with the information available at the teller line. This service is called “Payee Positive Pay.” With Teller Positive Pay, or Payee Positive Pay, where available, the decision whether to pay such an item may be made by us at the teller line. Where available, you can also identify ACH Entries as exception items. Please refer to the terms and conditions specified in the ACH Positive Pay section of this Booklet.

On each Business Day, we provide you a report of checks presented to us for payment on the prior Business Day and which we have identified as exceptions based on information you have provided to us and as more fully described in the applicable User Documentation. Exceptions are determined by comparing checks presented to us (either by other depository institutions or, where applicable, for cashing at one of our banking centers) with lists of checks issued or canceled by you which you transmit electronically to us each Business Day by the time specified in the applicable User Documentation. Alternatively, where available, you may choose an option under which we report all checks presented for payment, in which case we will treat all such checks as exception items.

On the same day we report exception items to you, you must notify us, by the deadline specified in the applicable User Documentation, which checks you want us to pay or which to dishonor and return. If you fail to notify us by the deadline, we will handle the exception items in accordance with the prescribed default procedure (which you may choose where the choice is available). Where required, you will indicate which checks you want us to return, having been deemed by you to be fraudulent. Our deadlines, default procedures and procedures for acknowledging pay and return requests are described in the applicable User Documentation. In order to assist you in making your decision whether we should pay or return exception items, you may request a copy of any exception item.

AUTHORIZED PERSONS

Before using a Positive Pay Service, you give us a written list, in a form acceptable to us, of the persons authorized by you to perform certain duties in connection with such Service.

ONLINE OPTION

You may access the daily reports of exception items via one of our Websites. Using that system, you must then notify us by the appropriate deadlines which exception items to pay or which to return. Notwithstanding any courtesy alerts we may provide to you regarding reports of exception items, you are responsible for checking the applicable Website for daily reports of exception items and notifying us by the appropriate deadlines which exception items to pay or which to return.

You may request photocopies of exception items, which we will fax to you, as more fully described in the applicable User Documentation. Where available, you may arrange to receive and display electronic images of exception items.

MANUAL OPTION

Where available, we will provide you a report of exception items. You must then notify us by the appropriate deadlines which items to pay or which to return.

ACKNOWLEDGMENTS

You authorize us to return checks or to pay checks in accordance with your instructions and the default procedure in the applicable User Documentation. We will have no liability for payment of a check which is unauthorized or fraudulent if (i) the check is included in a report of exception items, (ii) you have not selected a return default for exception items and (iii) you do not give us timely instructions to return the check.

You acknowledge that our Positive Pay Services do not preclude our standard check processing procedures, which may cause a check to be dishonored even if your instructions or the default procedure do not otherwise require us to return such check.

You acknowledge that, if you have our Teller Positive Pay Service, the decision whether to pay or not pay an item may be made by us at a banking center.

If you decline to use the Teller Positive Pay Service offered by us, or fail to meet the applicable issue file deadlines in the User Documentation, you also acknowledge that, as between you and us, you will bear the full loss on checks which are drawn on your accounts with us and paid or deposited by us in good faith if the checks are counterfeits or bear unauthorized alterations to the amounts or unauthorized maker signatures, even if such checks would otherwise be exception items.

You acknowledge that our Positive Pay Services are intended to be used to identify and return checks which you suspect in good faith are fraudulent. They are not intended to be used as a substitute for stop payment orders on checks which are not suspected in good faith to be fraudulent. If we suspect or deem, in our sole discretion, that you are using these Services contrary to those intentions, we may require you to provide evidence that checks we return pursuant to your instructions or the return default, if applicable, were in fact fraudulent. In addition, we may hold you liable for losses we sustain on checks which we are requested to return under these Services and which you do not reasonably establish as fraudulent checks.

We will use reasonable efforts under the circumstances to respond promptly to proper requests for copies of exception items if image items are unavailable, but you acknowledge that our failure to provide copies does not extend the deadlines by which you must notify us of your pay/no-pay decisions.

You acknowledge that you must fulfill your responsibilities in connection with a Positive Pay Service on each Business Day.

In the event we are required to utilize our business continuity procedures, we will, if feasible, apply the default procedure in the applicable User Documentation. In some cases, we may attempt to contact you.

RECLEAR

Our Reclear Service resubmits a check or other payment instrument to the financial institution on which it was drawn if the check or payment instrument has been returned to us unpaid with the notation “refer to maker,” “nonsufficient funds” or “uncollected funds.” Generally, we will not notify you that such an item has been returned to us unpaid before we reclear it. If a recleared item is returned to us a second time, we will charge your account for the total amount of the check or payment instrument. We generally total your returned items each day, debit your account for the total amount and then send the returned checks and payment instructions to you. The items we send to you serve as your notice of the nonpayments.

RE-PRESENTMENT CHECK (RCK)

Our RCK Services allow you to collect eligible RCK checks that have been returned for insufficient or uncollected funds, using the ACH Services within the United States of America, as described in the applicable User Documentation. The creation of the RCK Entries on your behalf by us using the ACH Services will be subject to the terms and conditions of the ACH section of this Booklet, including but not limited to the Security Procedures requirements described in that section. The capitalized ACH terms appearing in italics below are defined in the NACHA Rules.

YOUR RESPONSIBILITIES

You authorize us to create RCK Entries on your behalf as provided in the User Documentation and the NACHA Rules. You are deemed to be the *Originator* under the NACHA Rules, and on each day you use a Service, you represent and warrant that (i) you have obtained all necessary authorizations from the *Receiver* prior to the initiation of any corresponding ACH Entry for a RCK and (ii) you accept as *Originator* all liability corresponding to the representations and warranties we as *ODFI* make under the NACHA Rules regarding RCK.

You shall pay us for the amount of any returned debit Entries (including rejected debit Entries) or any adjustment Entries accepted by us and which we have previously credited to your account. Such amounts shall be immediately due and payable by you to us. Returned debit Entries appear on your reports to the extent agreed by you and us, and you agree that we do not need to send a separate notice of debit Entries which are returned unpaid.

COMPLIANCE WITH NACHA RCK RULES AND LAWS

You agree to comply with the NACHA Rules for all Entries whether or not an Entry is sent through the ACH network. You act as an *Originator* and we act as an *ODFI* with respect to Entries. The NACHA Rules govern if they conflict with this Booklet, except that the file specification requirements in the User Documentation govern if they conflict with the NACHA Rules.

Each time you use an RCK Service (i) you warrant that you have obtained the appropriate authorization from each *Receiver* and the Entries conform to the authorization and comply with the NACHA Rules and (ii) you make the same warranties to us as we make under Section 2.2 or any successor section of the NACHA Rules.

TAX PAYMENTS

Our Tax Payment Services allow you to instruct us, using a touchtone telephone, our Software on your computer, our Website, and any such method as may be described in the applicable User Documentation, to pay any of your taxes which are reported or filed using the tax forms as more fully described and specified in such applicable User Documentation. Based on your Tax Payment Instructions, we prepare and remit your tax deposits. Each of these Services is described in the applicable User Documentation.

SECURITY PROCEDURE

You agree to use the Security Procedure when you deliver Tax Payment Instructions and, as provided in the applicable User Documentation, cancellation requests to us. The purpose of the Security Procedure is to verify the authenticity of Tax Payment Instructions or cancellation requests and not to detect errors in the transmission or content of these messages. You represent and warrant each time you use a Tax Payment Service that, in view of your requirements, the Security Procedure is a satisfactory method of verifying the authenticity of these messages. You agree we may act on any Tax Payment Instructions or, as provided in the applicable User Documentation, cancellation requests, the authenticity of which we have verified through the use of the Security Procedure.

CUTOFF TIMES

You must comply with the deadlines specified in the applicable User Documentation for initiation of Tax Payment Instructions. If a Service allows you to send instructions to us after the cutoff time, or on a non-Business Day, we may treat these instructions as if we received them on the next Business Day.

COMMUNICATION EXPENSE AND RISK

Transmission of Tax Payment Instructions to us will be at your expense, except that we may provide a toll-free number telephone service. If that service is disrupted for any reason, you have the responsibility and risk of using alternative means of communicating Tax Payment Instructions to us accurately and in time for us to perform any Tax Payment Service.

REQUIRED INFORMATION

You will furnish us with all required information and authorizations at the times, in the manner and with the content specified in the applicable User Documentation.

TAX FORMS AND REMITTANCES

After we have received complete Tax Payment Instructions from you, we prepare the related tax forms (which may be on a magnetic tape or by electronic transmission as authorized by the Internal Revenue Service or other tax authority, as applicable) for submission to the appropriate tax authority.

If permitted by the input method, you may specify a settlement date in accordance with the User Documentation. If you use a touchtone phone as your input method, you may request a specified settlement date by calling the designated customer representative for the applicable Tax Payment Service.

For purposes of these Services, settlement date means the date you specify that the taxing authority's account is to be credited. If you do not specify a settlement date, we will pay the amount you specify on or before the tax due date. If you specify the settlement date, payment will be made on the settlement date.

ACCOUNT DEBITS

If you do not specify a settlement date, we debit your account for any tax payment on the Business Day of transmission. If you specify a settlement date, we generally debit your account on the settlement date unless you are prefunding your tax payments. Prefunding means that you pay for all tax payments by such time before the settlement date as we may specify. At our discretion, we may at any time without notice debit your account on the Business Day that Tax Payment Instructions are transmitted to us (or on any other later date). If we debit the funds on the transmission date (or any other date before the payment date), we hold the funds as a deposit liability to you, and not as trust funds, until the date when we remit the funds to the appropriate tax authority. We will not pay you interest on the funds.

We reserve the right to debit your account and to make a tax payment on your behalf earlier than the tax due date if the information in your Tax Payment Instruction is unclear or inadequate to permit us to determine the later due date under the applicable Tax Payment Service or if we otherwise reasonably decide that any delay in the payment of the tax may expose you to liability for a tax penalty. In such case we will not be liable to you for any lost use of funds.

REJECTION OF INSTRUCTIONS

We may reject your instructions during or immediately after transmission to us if they do not comply with the requirements of this Booklet or the applicable User Documentation or which we have been unable to verify through use of the Security Procedure. You will be informed of any such rejection only as specified in the applicable User Documentation, and no other notice of rejection will be provided.

In addition, we may decline to perform any Tax Payment Service or to report any tax, file any tax form, or pay any related tax for you, even if we have received instructions to do so, if the tax payment and our related service fees and charges exceed the Collected and Available Funds on deposit in your account or your ACH processing limit. If we reject a Tax Payment Instruction for that reason, we will promptly notify you by telephone or facsimile transmission in which case we will not be liable to you for the tax payment, any interest on the amount of your tax liability, or for any tax penalty imposed on you in connection with the tax liability. You agree these means of communication are a reasonable means of notifying you.

CANCELLATION

Subject to the provisions in the User Documentation, you may cancel a Tax Payment Instruction prior to disconnection of the telephone call in the case of an instruction initiated by touchtone telephone or prior to transmission to us of an instruction initiated through your computer or our Website.

Thereafter, a Tax Payment Instruction may be canceled only if:

- The tax payment has not been remitted, credited or otherwise made available to a tax authority

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- A request to cancel provides sufficient information for us to effect the request
 - The request is received by us by telephone or, at the option of either you or us, in writing (including facsimile transmissions) in time (but in no event later than the deadline specified in the applicable User Documentation) to afford us a reasonable opportunity to effect the request

OVERPAYMENTS

If we make an overpayment of your tax liability due to our error, we will recredit your account for the amount of the overpayment, and you agree to take such actions as we reasonably request to obtain a refund of the overpayment and to arrange for payment of such refund to us. In any event, you agree to repay us for any overpayment upon the earlier of (i) your recovery of such overpayment or (ii) the application of the related tax credit to another of your tax payment obligations.

RECORDS AND NOTICE OF ERRORS

We will provide you with statements and confirmations containing information about your tax payments in accordance with and subject to the applicable User Documentation.

Nothing in this Booklet relieves you of any duty imposed by law or contract regarding the maintaining of records or from employing adequate audit, account and review practices customarily followed by similar businesses. You will promptly review for accuracy all records, information and statements delivered from time to time to you by us.

You must send us written notice, with a statement of relevant facts, within 14 days after you receive the first notice or statement indicating a discrepancy between our records and yours. If you fail to give the required notice, we will not be liable for any loss of interest or for any compensation for any other loss or cost relating to an unauthorized or erroneous debit to your account or because of any other discrepancy in the notice or account statement. You must notify us promptly by telephone, confirmed in writing, if you learn or discover from any source other than a notice or statement from us of information concerning an unauthorized or erroneous debit to your account.

SUPPLEMENTAL LIMITATION OF LIABILITIES

For each Tax Payment Service, this section supplements the Limitation of Liabilities section of this Booklet.

If any Tax Payment Service is interrupted for any reason and you are unable to complete transmission of your Tax Payment Instruction to us, you will not be relieved of your obligation to make any tax payment otherwise contemplated to be made by such Service. We will not incur any liability if you fail to make any required tax payment by other means in the event of such interruption.

Notwithstanding anything to the contrary, if you initiate a Tax Payment Instruction using an “expedited payment request”, as specified in the applicable User Documentation, such “expedited payment request” is subject to our prior approval, at our sole discretion. If we do approve your use of such an “expedited payment request”, and you comply with the specific instructions and procedures set forth in the applicable User Documentation, we will make a reasonable effort to act on the Tax Payment Instruction initiated using such “expedited payment request,” but we will have no liability if it is not effected.

WIRE TRANSFERS AND INTERNATIONAL ELECTRONIC FUNDS TRANSFERS

This section applies to our U.S. domestic and worldwide wire and internal funds transfer services and to our International Electronic Funds Transfer Services outside the United States of America. It does not apply to ACH Services within the United States of America, which are covered in the Automated Clearing House (ACH) section of this Booklet.

Wire Transfer and International Electronic Funds Transfer Services permit you to transfer funds electronically and, as appropriate, to transmit related messages as more fully described in the applicable User Documentation. These

transfers are typically from your accounts with us to other accounts at our bank, at our affiliated banks or at other eligible banks. These transfers may also include transfers to your accounts with us from your accounts at other banks. These transfers may be made according to a specific request from you or according to your standing instructions (which may include daily sweeps from your accounts at our affiliated banks to your account with us). They also may be low-value batch payments made according to multiple requests within a single electronic data file for transfers to or from your accounts.

MULTIBANK

The Multibank Service permits you to relay through us your instructions to another bank to wire transfer funds from one of your accounts held at that other bank (as used in this section, “multibank instructions”). Before using the Multibank Service, you must provide us with the account number and bank name for each account to be debited using this Service. You also must provide the bank holding the debit account with express, written authorization (with a copy to us where requested) to act on instructions we send to it under this Service. You agree that we may rely on that authorization until we have had a reasonable opportunity to act on notice that it has been revoked.

Multibank instructions are not payment orders to us, and we have no obligation to execute, transmit or accept any payment orders made to us under the Multibank Service.

If we receive any multibank instruction via SWIFT, we will relay your instructions to the receiving bank, subject to business day schedules for us, SWIFT, and the receiving bank. We will have no liability arising out of or relating to our forwarding, or any rejection by the other bank of, any such instruction which is not in the SWIFT format required by the other bank for such instruction. Your multibank instructions to us via SWIFT must be sent to the SWIFT address specified by us to you from time to time.

If we receive any multibank instructions other than via SWIFT, we will either, (i) where feasible, create a SWIFT formatted message from your instruction and relay it by SWIFT to the other bank, or (ii) use whatever means or medium we deem appropriate, including use of third-party facilities, to reformat and transmit your payment order to another bank, and we have no duty to do so if your request is defective, incomplete, erroneous or inconsistent with the terms of this Booklet. We may act on your multibank instructions as we reasonably consider appropriate notwithstanding any error, omission, defect or lack of clarity in its terms and even if the instructions appear to duplicate other multibank requests. You agree that your indemnity of us, as set forth in the Protection From Third Parties section of this Booklet, applies to any claims by another bank based on our sending a multibank instruction containing any error, omission, defect or lack of clarity.

If you wish to cancel or amend a payment order set forth in a multibank instruction, you must contact the bank to which the payment order is directed and act in accordance with its procedures.

Reports on multibank instructions which we have processed may be included in an Information Reporting Service if you have arranged such reports from the bank that is subject to such instructions.

COMPLIANCE WITH RULES AND LAWS

You agree to comply with all applicable payment system rules, including the national payment system rules and any other applicable laws and regulations of the receiving country of your transaction. You also agree to comply with the authorization and notice requirements applicable to any Request to debit another person’s account.

AUTHORIZED PERSONS

Before using a Wire Transfer Service or an International Electronic Funds Transfer Service, you give us a written list, in a form acceptable to us, of the persons authorized by you to perform certain duties in connection with such Service.

SECURITY PROCEDURE

You agree to use a Service in accordance with the relevant Security Procedure. The purpose of the Security Procedure is to verify the authenticity of Requests delivered to us in your name and not to detect errors in the transmission or content of Requests. You represent and warrant each time you use a Wire Transfer Service or an International Electronic Funds Transfer Service that, in view of your requirements, the Security Procedure is a satisfactory method of verifying the authenticity of Requests.

You agree that we may act on Requests, even if they are unauthorized, if we act in good faith and comply with the applicable Security Procedure and any written agreement with you restricting our action on Requests. In such cases, we may enforce or retain your payment to us for such Requests; provided, however, we may not enforce or retain payment if you prove that the unauthorized Requests were not caused by a person (i) entrusted at any time to act for you with respect to Requests or the applicable Security Procedure, (ii) who obtained access to your premises, computer equipment or transmitting facilities or (iii) who obtained, from a source controlled by you, information (such as keys and passwords) which facilitated breach of the applicable Security Procedure.

ACCOUNT DEBITS

You must have Collected and Available Funds in your account which, when added to funds which may be made available under a line of credit, are sufficient to cover your Requests. You may initiate a Request only if the offsetting debit to your account, including the available line of credit, will not cause you to exceed the account balance according to your records. If your records and ours disagree regarding the account balance, our records will control for purposes of our processing the Request.

You are obligated to pay us the amount of any Request once we act on, other than to reject, your Request. At our discretion, we may at any time without notice require payment before we process your Request. Even if we have done so in the past, we are not obligated to process any Request without having first been paid by you, but, if we do, the amount is immediately due and payable without notice or demand.

Prior to initiating any Wire Transfer Service Request to debit an account of a third party, you must provide us with documents, in a form acceptable to us, evidencing the third party's authorization.

You will pay us for the amount of any returned or rejected debit transactions, or any adjustments, which we previously credited to your account.

If, for any Business Day, we receive more than one Request and/or other items payable from your account, we may debit your account for such Requests and items in any sequence we determine in our sole discretion.

ACTING ON REQUESTS

We will use any means of transmission, funds transfer system, clearing house or intermediary bank we reasonably select to transfer funds.

After we receive a Request by the applicable processing deadline (as specified in the applicable User Documentation), but no later than the value date stated in your Request (if such date is not earlier than the day such Request is received), we will act upon such Request by making applicable accounting entries or by transmitting payment instructions to the applicable bank or other party. If applicable, our acting on your Request will also be subject to the business day schedule of any of our banking centers or affiliates holding an account to be debited or credited under a Service. We may treat Requests we receive after a deadline as if we received them on the next Business Day. International Electronic Funds Transfer Services Requests will be deemed received by us when we receive the complete electronic data file at the location specified in the applicable User Documentation.

REJECTION OF REQUESTS

We may reject any Request which does not comply with the requirements of this Booklet or the applicable User Documentation, including any processing limits described in such User Documentation, or which we have been unable to verify through use of the Security Procedure. We also may reject any Request which exceeds the Collected and Available Funds (including funds made available under a line of credit) on deposit with us in the applicable account. We may also reject any Request if it may be returned for any reason under the applicable national payment system rules of the receiving country of your transaction. Notice of rejection may be given to you by telephone, by electronic means, by facsimile or by mail, depending upon the method of origination. Notices of rejection will be effective when given.

CANCELLATION OR AMENDMENT

We have no obligation to cancel or amend Requests after we receive them or to cancel or amend any particular funds transfer requested by a standing instruction which is in effect, however, if you send us a Request instructing us to cancel or amend a prior Request and we are able to verify the authenticity of the cancellation or amendment Request using the Security Procedure, we will make a reasonable effort to act on that Request, but we will not be liable if it is not effected. You agree to indemnify us against and hold us harmless from any and all liabilities, claims, costs, expenses and damages of any nature, including Legal Expenses, we incur in connection with your Request to cancel or amend. Your obligations under this provision will survive termination of these Wire Transfer and International Electronic Funds Transfer Services.

PROVISIONAL PAYMENTS

Payment by us for any transaction we credit to your account is provisional until we receive final settlement for the transaction. If final settlement is not received, we are entitled to a refund and we may charge your account for the amount credited. We may delay the availability of any amount credited for a transaction if we believe that there may not be sufficient funds in your account to cover chargeback or return of the transaction.

INCONSISTENCY OF NAME AND NUMBER

A beneficiary's bank (including us when we are the beneficiary's bank) may make payment to a beneficiary based solely on the account or other identifying number. We or an intermediary bank may send a Request to an intermediary bank or beneficiary's bank based solely on the bank identifying number. We, any intermediary bank and any beneficiary's banks may do so even if the Requests include names inconsistent with the account or other identifying number as long as the inconsistency is not known by us or such other bank. Neither we nor any other bank has a duty to determine whether a Request contains an inconsistent name and number.

NOTICE OF ACCOUNT STATEMENT DISCREPANCIES

Information concerning payments made pursuant to your Requests will be reflected in your account statements and, in some cases, in written or electronic advices and reports produced through one of our Information Reporting Services. You must send us notice, in writing or by electronic means approved by us for such purpose, with a statement of relevant facts, promptly after you receive the first notice or statement indicating a discrepancy between our records and yours. If you fail to give the required notice within 14 days, we will not be liable for any loss of interest or for any compensation for any other loss or cost relating to an unauthorized or erroneous debit to your account or because of any other discrepancy in the notice or account statement. You must notify us promptly by telephone, confirmed in writing, if you learn or discover from any source other than a statement, advice or report from us of information concerning an unauthorized or erroneous debit to your account.

ELECTRONIC TRADE SERVICES

Our Electronic Trade Services includes, but is not limited to, allowing you to:

- Initiate collections
- Instruct us to issue standby and commercial letters of credit and guarantees
- Initiate open account transactions
- Receive advice of our receipt of purchase orders naming you as the supplier
- Receive advice of our receipt, confirmation, or payment, of commercial letters of credit advised and standby letters of credit advised naming you as beneficiary
- Request full or partial transfers of your commercial letters of credit or full transfers of your standby letters of credit
- Prepare documents in connection with your commercial letters of credit
- Access reports on letter of credit transactions, open account transactions, collections and bankers' acceptances
- Access images of your relevant documents as they relate to your letter of credit transactions, collections and open account transactions
- Request supply chain financing transactions in the roles of either a buyer or a seller

Detailed information regarding each Service is found in the applicable User Documentation.

COLLECTIONS

OUTGOING COLLECTIONS

Over the Counter Collections. Reports concerning your over the counter collections are made available under the Information Reporting section of Electronic Trade Services in this Booklet.

Direct Collections. Our Electronic Trade Services Direct Collections Service includes, but is not limited to, allowing you to initiate a collection (as that term is defined in the Uniform Rules for Collections) by delivering an instruction to a collecting bank.

The instruction will be on a form prescribed by us, but we will not have any responsibility or liability for the terms and conditions of any instruction; you accept all such responsibility and liability. Each direct collection will be governed by the Uniform Rules for Collections. You will promptly transmit to us a copy of the completed direct collection form and, upon our request, will provide to us copies of the underlying documentation or other information.

You represent and warrant to us as of the date you transmit the instruction form to us that the direct collection is not prohibited under the foreign asset control or other regulations of the United States of America or the applicable laws of any other jurisdictions.

Upon our receipt of any payment of a direct collection, the amounts received (less related charges, disbursements and/or expenses) will be paid to you, except that if we are required to return any such payment received upon the insolvency, bankruptcy or reorganization of the presenting bank or collecting bank or other third party or for any other reason, you will repay to us the amount paid to you together with interest thereon from the date we returned the payment and so notified you at the rate specified by us in our schedule of charges. Unpaid items and related documents received by us may be returned to you by regular mail at the address specified in the Authorization and Agreement Certification form which accompanied this Booklet or such other address as may be notified by you in writing.

INCOMING COLLECTIONS

Our Electronic Trade Services Incoming Collections Service includes, but is not limited to, allowing you to (i) request us to receive documentary time drafts, sight drafts or bills of exchange drawn on your appropriate account as part of your trade transactions and (ii) authorize us to make such payments. Such drafts are payable at sight or at a future date. All such drafts received by us shall either be in the customary form of such drafts, or contain on the face of the instrument the words “draft” or “bill of exchange.” Each draft must designate us as collecting and/or presenting bank to make presentation to you for acceptance.

You appoint us as your true and lawful attorney-in fact to act in your name, place and stead, solely for the purpose of signing your acceptance on drafts in accordance with the procedures outlined below. You hereby grant to us all powers necessary for us to sign your acceptance and thereby bind you to such acceptance. We will date your acceptance, specifying your name, and will sign as your agent and attorney-in-fact. We are also authorized to sign your name on your behalf without stating your name or our capacity hereunder. This appointment and grant is deemed coupled with an interest and may be revoked only by written notice of termination.

You will indemnify us against and hold us harmless from and defend us against any and all liabilities, claims, costs, expenses and damages of any nature (including Legal Expenses) that may directly or indirectly result or arise from or be incurred in connection with:

- Any acceptance or other actions performed by us as attorney-in-fact, except to the extent directly caused by our gross negligence or willful misconduct
- Any dishonor of a draft by you; and/or
- Any breach of or default under this Incoming Collections Service by you

We shall, within a reasonable time after receipt of your authorization to accept the draft, accept such draft on your behalf by signing your acceptance on such draft. Within a reasonable time thereafter, we will send an electronic notification to you. Such notification will include your name, address and reference number, the amount of the draft, its payment tenor, the maturity date, the drawer’s name and the presenter’s name. You authorize us to accept, pay or reject incoming collections on your behalf.

All drafts which we accept on your behalf, in the capacity as your attorney-in-fact, shall conclusively be deemed to have been accepted in fact by you fully and for all purposes, as if you had signed or executed the acceptance and such draft.

You authorize us to debit your appropriate account for authorized payments.

STANDBY AND COMMERCIAL LETTERS OF CREDIT-ISSUED

Our Electronic Trade Services Standby and Commercial Letters of Credit-Issued Service includes, but is not limited to, allowing you to request us, by electronic transmission, to issue a commercial or standby letter of credit or a guarantee. If electronic transmission is unavailable, you may request us to issue such letters of credit or guarantees by fax transmission. Each letter of credit or guarantee which we agree to issue will be for your account or the account of another entity you designate. Each commercial letter of credit we issue will be subject to the UCP and, when applicable, the eUCP, and each standby letter of credit we issue will be subject to the ISP98. A letter of credit may be issued by any of our authorized offices within or outside the United States of America. A guarantee may be issued by any of our authorized offices outside the United States of America.

More detailed terms and conditions concerning the Electronic Trade Services Standby and Commercial Letters of Credit-Issued Service can be found in the Master Standby Letter of Credit Agreement and/or the Master Commercial Letter of Credit Agreement (collectively, the Master LC Agreements). Prior to using the Electronic Trade Services Standby or Commercial Letters of Credit-Issued Service you will have to execute the applicable

Master LC Agreement. To the extent a discrepancy occurs between this Booklet and your executed Master LC Agreement(s) , such discrepancy will be resolved by giving precedence to the respective Master LC Agreement.

YOUR RESPONSIBILITIES

You represent and warrant to us as of the date of your issuance request of each commercial letter of credit and each drawing that you or the importer has obtained all applicable and/or required licenses and other governmental approvals required for the import, export, shipping, storage of, financing of or payment for the goods and documents described in the letter of credit. You further represent and warrant to us, for each commercial and standby letter of credit issued, that you have the authority to enter into such letter of credit and that the letter of credit will not violate or conflict with any of the provisions of the applicable constituent documents or any other agreement or undertaking to which you are a party. The transactions underlying the letter of credit are not prohibited under the foreign asset control or other regulations or laws of the United States of America or the applicable regulations or laws of any other jurisdiction.

You will obtain, or cause to be obtained, insurance covering fire and other usual risks on all goods described in each commercial letter of credit issued by us.

You will reimburse us upon demand all monies paid by us under or in respect of each such letter of credit or guarantee, including payments on any draft, acceptance, order, instrument or demand drawn or presented under the letter of credit or guarantee. You will pay us on demand interest on all amounts paid by us or any other nominated bank under each letter of credit or guarantee from the date of such payment until we receive reimbursement at a rate per annum specified in the applicable User Documentation. You will reimburse us in the currency in which the letter of credit or guarantee is denominated (or, at our option, the equivalent of the denominated currency amount in U.S. Dollars or the currency of the country in which the letter of credit or guarantee was issued at the rate of exchange quoted by us in the city in which the letter of credit or guarantee was issued for the sale of the denominated currency against U.S. Dollars or such other currency on the date on which the denominated currency amount is paid by us). Regardless of the expiration of the letter of credit or guarantee, you will remain liable for all such amounts until we are released from liability to all persons entitled to draw or demand payment under the letter of credit or guarantee.

As a condition to our agreement to issue a letter of credit or guarantee, we may require you at any time to make with us a cash deposit, which may not accrue interest or earnings credit, and to grant us a security interest in the underlying goods and documents of title and/or any other property or accounts as we reasonably determine as security for your obligations to us.

You will pay us Legal Expenses incurred by us in connection with each letter of credit or guarantee including without limitation our defense of any proceeding initiated by you to enjoin payment or negotiation by us of a letter of credit or guarantee even if you are awarded such relief, provided only that we have acted in good faith in defending such action.

If you request the issuance of a letter of credit or guarantee listing one of your Subsidiaries or another entity as the account party, each such request will be considered a request by you for the issuance of a letter of credit or guarantee, and you will assume all liabilities and obligations with respect to such letter of credit or guarantee. You represent and warrant to us that you will derive substantial economic benefit from each underlying transaction relating to each request for the issuance of a letter of credit or guarantee listing your Subsidiary or another person as the account party. Your obligations under each letter of credit or guarantee will not be released or discharged if:

- We fail to collect any payment under such letter of credit or guarantee directly from the Subsidiary or such other entity.
- Any bankruptcy, reorganization, insolvency, receivership, moratorium or other such action effecting creditors generally is filed by or against the Subsidiary or such other entity.

- We receive payment from the Subsidiary or such other entity, but it is subsequently rescinded or must be returned by us.

OUR RESPONSIBILITIES

If we accept your request, we will issue the commercial or standby letter of credit as described in your electronic or fax (if electronic is unavailable) transmission and pursuant to this Booklet and the UCP (with regard to commercial letters of credit) and ISP98 (with regard to standby letters of credit). If we accept your request, we will issue the guarantee as described in your electronic or fax (if electronic is unavailable) transmission and pursuant to this Booklet.

We will pay each commercial letter of credit pursuant to its terms, this Booklet and the UCP. We will pay each standby letter of credit pursuant to its terms, this Booklet and the ISP98. We will pay each guarantee pursuant to its terms and this Booklet.

CHANGE OF LAW OR REGULATION

If, subsequent to the issuance date of a letter of credit or guarantee, we determine that the introduction of or any change in the interpretation of any law, rule, regulation or guideline or the request of a central bank or other governmental authority will increase our costs relative to our providing the Electronic Trade Services Standby and Commercial Letters of Credit-Issued Service, as set forth below, then, on demand, you will pay us additional amounts sufficient (as determined by us) to compensate us for such increased cost. Such increased costs could include: (i) reserve, deposit, assessment or similar requirements or (ii) increases in capital adequacy requirements.

DEPOSIT ON TERMINATION EVENT

If there occurs an event which permits us, under the Suspension and Termination section of this Booklet, to terminate this Service immediately, you will deposit with us, on demand and as cash security for your obligations to us, an amount equal to the aggregate undrawn amount of the letters of credit and guarantees issued by us in the same currency as the letter of credit or guarantee, or, at our option, its equivalent in U.S. Dollars or the currency of the country in which the letter of credit or guarantee was issued. You will not withdraw any amount so deposited except to the extent such amount exceeds the undrawn and unreimbursed amount of the letter(s) of credit and guarantees. If the amount deposited by you under this Booklet for a letter of credit or guarantee is in a currency different than the currency in which such letter of credit or guarantee is payable and the amount so deposited becomes less than the value of the undrawn amount of the letter of credit or guarantee because of any variation in rates of exchange, you will deposit with us additional amounts in such other currency so that the total amount deposited by you under this Booklet is not less than the equivalent value of the undrawn amount of the letter of credit or guarantee, determined by using the rate of exchange quoted by us on the date of our latest demand.

OPEN ACCOUNT

Our Electronic Trade Services Open Account Service permits you electronically to (i) inform us of your purchase order details, instruct us on examining required documents for compliance with your purchase orders and instruct us to pay the presenting party and (ii) provide notification to your vendors of open account transactions initiated through electronic means.

Purchase Orders. You will electronically transmit to us, in accordance with applicable User Documentation, files of purchase orders you have sent to your vendors with instructions to present documents to us. The electronic files will be in such format(s) and transmitted through such channel(s) as you have selected and we have approved. If you are not requesting us to issue a commercial letter of credit, each transaction will be flagged as an “open account” payment type.

When we receive required documents, we will review them according to your purchase order terms. If and as provided by the open account payment type selected by you, we will match the documents against the pertinent

purchase orders housed on our electronic database in accordance with the parameters established by you and accepted by us. If you have sufficient Collected and Available Funds in the account you have designated, we will pay the presenting vendors as provided under the open account payment type selected by you from the following three types:

- Importer matching – you match the documents against your copy of the pertinent purchase order and instruct us how much to pay to the presenter and when to pay.
- Bank matching – we match the documents against our electronic file of the pertinent purchase order, following the parameters established by you; we then electronically inform you, indicating whether they are compliant or non-compliant, and await your payment instructions.
- Auto-pay – we match the documents as described above, and, if we determine they are compliant, make payment to the presenter; if we determine that the documents are non-compliant, we make payment only upon your express instructions.

Notification of Open Account Transactions. With respect to open account notification letters, we will notify, by Electronic Trade Services, fax, courier or mail as instructed by you, your vendors of (i) our receipt of such notices naming them as vendor and (ii) any payments made pursuant to drawings under such open account transactions.

STANDBY LETTERS OF CREDIT-ADVISED (CONFIRMED/UNCONFIRMED)

Our Electronic Trade Services Standby Letter of Credit-Advised Service includes, but is not limited to, allowing you to receive advice, by electronic transmission, of (i) our receipt of any standby letter of credit naming you as beneficiary; (ii) our confirmation of any such letter of credit; (iii) the status of any documents or payments with regard to any Standby Letter of Credit-Advised; and (iv) any payment made pursuant to a drawing under any such letter of credit.

You may elect to have Standby Letters of Credit-Advised of a Subsidiary or other entity reported to you with our Electronic Trade Services Standby Letter of Credit-Advised Service. You agree that the Subsidiary or other entity will provide us with a written authorization, in a form acceptable to us, for us to make that Subsidiary or other entity's information available to you.

General. The Standby Letter of Credit-Advised and the Full Transfer (as described below) must be subject to UCP or ISP98, and our rights hereunder are in addition to rights we have under UCP or ISP98, as applicable.

Full Transfer. You may request the transfer of all of your rights as beneficiary of a Standby Letter of Credit-Advised by submitting to us, for each transfer, a request providing the following information:

- Standby Letter of Credit number
- Name of issuing bank
- Our advice number
- Name and address of second beneficiary's advising bank
- Name and address of second beneficiary
- Date of application

If we approve the transfer, we will place the appropriate endorsement on the Standby Letter of Credit-Advised and send it to the second beneficiary or send the second beneficiary a transferred letter of credit document prepared by us. The second beneficiary will have sole rights as beneficiary, whether existing now or in the future, including sole rights to agree to any amendments, including increases or extensions or other changes. You must provide us the original Standby Letter of Credit-Advised and any existing amendments. You understand that we may, at our sole discretion, refuse to approve any Full Transfer to a second beneficiary. You acknowledge that due to conditions of the original Standby Letter of Credit-Advised, certain proprietary information may be disclosed to the second

beneficiary and/or to the applicant under the original Standby Letter of Credit-Advised. We will have no liability to you in the event of such disclosure and, in such event, you will indemnify and hold us harmless from all claims of third parties. You acknowledge that your rights as beneficiary in the original Standby Letter of Credit-Advised are irrevocably transferred to the second beneficiary(ies) who shall have sole rights. In that connection, your approval is not required for us to honor a discrepant presentation made by the second beneficiary.

For our transfer fee, we may debit your account(s) with us, which you may designate subject to our reasonable approval. You also agree to pay us on demand any expenses which may be incurred by us in connection with this transfer.

Partial Transfers. We do not permit partial transfers of Standby Letters of Credit-Advised.

COMMERCIAL LETTERS OF CREDIT-ADVISED (CONFIRMED/UNCONFIRMED)

Our Electronic Trade Services Commercial Letter of Credit-Advised Service includes, but is not limited to, allowing you to receive advice, by electronic transmission, of (i) our receipt of any commercial letters of credit naming you as beneficiary; (ii) our confirmation of any such letter of credit; (iii) the status of any presentations or payments with regard to any Commercial Letter of Credit-Advised; and (iv) notification of any payment pursuant to a presentation under any such letter of credit. The Commercial Letter of Credit-Advised Service also facilitates electronic preparation of required documents under such advised letters of credit using electronic data captured through our electronic advising process.

You may elect to have Commercial Letters of Credit-Advised of a Subsidiary or other entity reported to you with our Commercial Letter of Credit-Advised Service. You agree that the Subsidiary or other entity will provide us with a written authorization, in a form acceptable to us, for us to make that Subsidiary or other entity's information available to you.

You may prepare required documents based on your Commercial Letter of Credit-Advised details. You may then edit and locally print those documents and courier them to us for presentation.

General. All Commercial Letters of Credit-Advised (and any transactions thereunder, including transfers) must be subject to the UCP and our rights herein are in addition to rights we have under the UCP.

REQUESTS FOR TRANSFERS

Partial Transfers. You may request the partial transfer of your rights as beneficiary, with or without substitution of invoices, of Commercial Letters of Credit-Advised by submitting to us, for each transfer, a request providing the following information:

- Date of application
- Whether the transfer is with or without substitution of invoices and/or drafts
- Whether you refuse to allow amendments to be passed automatically to the second beneficiary without your consent
- Our Commercial Letter of Credit-Advised reference number
- Name of issuing bank
- Name and address of second beneficiary
- Name and address of second beneficiary's advising bank
- Amount to be transferred
- Description of merchandise subject to the transfer

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- Unit price (if any)
 - Expiration date for the transferred Commercial Letter of Credit-Advised
 - Latest shipment date for the transferred Commercial Letter of Credit-Advised
 - Number of days after shipment within which documents must be presented for the transferred Commercial Letter of Credit-Advised
 - Insurance percentage (if applicable) for the transferred Commercial Letter of Credit-Advised

If we approve the transfer, we will advise the second beneficiary of the terms and conditions of the transferred credit by full text teletransmission, mail/airmail or courier (as we deem appropriate).

With respect to all partial transfers, whether with or without substitution of invoices, you may refuse to allow us to notify the second beneficiary(ies) of any future amendment(s) received under the original Commercial Letter of Credit-Advised.

If you elect transfer with substitution of invoices, then, on our first demand, you will deliver to us within one (1) Business Day your draft, commercial invoice and any other required documents in compliance with the terms of the original Commercial Letter of Credit-Advised. The draft and documents are in substitution of those presented by the second beneficiary. When (i) the documents of the second beneficiary and the substitution documents from the first beneficiary are determined to comply with the terms of the Commercial Letter of Credit-Advised or, if determined to be discrepant, are taken up by the issuing bank and (ii) we are in receipt of funds, we will pay you in accordance with your instructions for the amount of the difference between your draft and the draft of the second beneficiary, less any fees due and payable to us in connection therewith. If you fail, at our first demand, to deliver to us your drafts, invoices and other required documents as stated above, you acknowledge our right to present invoices and other documents received from the second beneficiary in accordance with the instructions of the original Commercial Letter of Credit-Advised. You also understand that we will not pay you the difference between the amount of the draft of the second beneficiary and the amount authorized to be paid to you under the original Commercial Letter of Credit-Advised.

Full Transfers. You may request the transfer of all of your rights as beneficiary, without substitution of invoices, of Commercial Letters of Credit-Advised by submitting to us, for each transfer, a request providing the following information:

- Date of application
- Our Commercial Letter of Credit-Advised reference number
- Commercial Letter of Credit-Advised number (issuing bank's number)
- Name of issuing bank
- Name and address of second beneficiary
- Name and address of second beneficiary's advising bank
- Amount to be transferred

If we approve the transfer, we will place the appropriate endorsement on the Commercial Letter of Credit-Advised and send it to the second beneficiary or send the second beneficiary a transferred letter of credit document prepared by us. The second beneficiary will have sole rights as beneficiary, whether existing now or in the future, including sole rights to agree to any amendments, including increases or extensions or other changes.

For any transfer, you must provide us the original Commercial Letter of Credit-Advised and any existing amendments. You understand that we may, at our sole discretion, refuse to approve any full or partial transfer to a second beneficiary. You acknowledge that due to conditions of the original Commercial Letter of Credit-Advised, certain proprietary information may be disclosed to the second beneficiary and/or to the buyer under the original

Commercial Letter of Credit-Advised. We will have no liability to you in the event of such disclosure and, in such event, you will indemnify and hold us harmless from all claims of third parties. You acknowledge that your rights as beneficiary in the original Commercial Letter of Credit-Advised (up to the amount shown in your request with respect to partial transfers) are irrevocably transferred to the second beneficiary(ies) who shall have sole rights (but only up to the amount shown in your request in the case of a partial transfer). In that connection, your approval is not required for us to honor a discrepant presentation made by the second beneficiary.

For our transfer fee, we may debit your account(s) with us, which you may designate subject to our reasonable approval. You also agree to pay us on demand any expenses which may be incurred by us in connection with this transfer.

INFORMATION REPORTING AND IMAGE ACCESS

We will make available to you, subject to the terms of the Information Reporting section of this Booklet, reports including, but not necessarily limited to, standby letter of credit transactions issued and/or advised, commercial letter of credit transactions issued and/or advised, bankers' acceptances, collections and open account transactions, as more fully described in the applicable User Documentation.

We will also make available to you images including, but not necessarily limited to, your relevant documents as they relate to your letter of credit transactions, collections and open account transactions, as more fully described in the applicable User Documentation.

SUPPLY CHAIN

SUPPLY CHAIN BUYER

Our Electronic Trade Services Supply Chain Service permits you electronically to (1) upload invoices that you have approved for payment, (2) make these uploaded invoices available to your vendor for early financing, (3) make payments on these uploaded invoices and (4) inquire and report on the status of these uploaded invoices.

Invoice Upload. You will electronically transmit to us, in accordance with applicable User Documentation, files of invoices that you have approved for payment on a future date and which you wish us to make available to your vendors for early financing. The electronic files will be in such format(s) and transmitted through such channel(s) as you have selected and we have approved.

Approval of Uploaded Invoices and Payment. Once invoices have been made available to the vendor, we will, at our discretion, respond to their request for early financing and will pay the vendors accordingly. On the maturity date of the invoice, we will collect funds from the account you have designated. If your vendor decides not to discount an invoice, you will, at maturity date, make payment to them through us.

Reporting. Information reporting is available to you on the status of each invoice and payment related to each such invoice as further described in the applicable User Documentation.

SUPPLY CHAIN SELLER

Our Electronic Trade Services Supply Chain Service permits you electronically to (1) select invoices that you wish to be considered for early financing and (2) inquire and report on the status of these selected invoices.

Invoice Selection. You will have visibility into approved invoices that are available for discounting which you can group together and electronically request us to finance. On receipt of a request from you, we will discount these invoices at an agreed upon rate from the date of discount until maturity. We are not obligated to discount each invoice, and will treat them on a case by case basis. If you decide not to discount an invoice, you will, at maturity date, receive payment from your buyer through us.

Reporting. Information reporting is available to you on the status of each invoice and payment related to each such invoice as further described in the applicable User Documentation.

With regards to all Services covered by our Electronic Trade Services Supply Chain Service, more detailed terms and conditions can be found in the applicable Supply Chain Service Documentation to be entered into by you, us and your vendor or buyer, as applicable. To the extent a conflict exists between this Booklet and the applicable Supply Chain Service Documentation, the terms and conditions in the Supply Chain Service Documentation will govern.

SUPPLEMENTAL LIMITATION OF LIABILITIES AND INDEMNIFICATION FOR ALL ELECTRONIC TRADE SERVICES

For each Electronic Trade Service, this section supplements the Limitation of Liability section of this Booklet.

You have sole responsibility for determining the level of security you require and assessing the suitability of the security procedures for these Services. We have no duty to investigate the authenticity of any application, instruction or other communication you provide us using an Electronic Trade Service. Also, we will have no liability to you for acting upon any application, amendment or other communication purportedly transmitted by you, even if such application, amendment or message:

- Contains inaccurate or erroneous information.
- Constitutes unauthorized or fraudulent use of an Electronic Trade Service.
- Includes instructions to pay money or otherwise debit or credit any account.
- Relates to the disposition of any money, securities or documents.
- Purports to bind you to any agreement or other arrangement with us or with other persons or to commit you to any other type of transaction or arrangement.

We are authorized, but not obliged, to rely upon and act in accordance with any application, instruction, consent or other communication by fax or other electronic transmission (including without limitation any transmission by use of our Software or a Website) received by us purporting to be a communication on your behalf without inquiry on our part as to the source of the transmission or the identity of the person purporting to send such communication. We are also authorized, but not obliged, to rely upon and act in accordance with any application, instruction, consent or other communication by telephone, purporting to be a communication on your behalf by an authorized person designated by you.

GENERAL PROVISIONS

ACCESSING SERVICES VIA THE INTERNET

We may make certain Services available via one or more Websites. In addition to any other terms and conditions applicable to your use of such Websites, you agree as follows:

We reserve the right to suspend your access to, and use of, a Website upon notice of a violation of any of the terms and conditions applicable to such access and use. In addition, we may suspend your access to, and/or use of, a Website immediately without notice where such action may be required to prevent interference with or disruption to services to other customers, to protect the integrity of our systems, or as may be required by law or regulation.

Websites shall be used only for lawful purposes. Without limiting the foregoing, you agree not to use a Website in any way that would:

- infringe any third party copyright, patent, trademark, service mark, trade secret or other proprietary rights or rights of publicity or privacy
- be fraudulent or involve the use of counterfeit or stolen items
- violate any law, statute, ordinance or regulation (including, without limitation, those governing export control, unfair competition, anti-discrimination, defamation or false advertising)
- violate any contractual provision by which you are bound
- be false, misleading or inaccurate
- create liability for us or any service provider(s) or cause us to lose (in whole or in part) the services of any service provider
- be defamatory, trade libelous, unlawfully threatening or unlawfully harassing
- interfere with or disrupt computer networks connected to the network(s) used by you
- interfere with or disrupt the use by any other customer of the Website and/or of any services accessed via the Website

Violations of system and network security are prohibited, including but not limited to unauthorized access to, or use of, systems or data. You agree not to attempt to probe, scan or test the vulnerability of a system or to breach security or authentication measures or to seek to interfere with any system or network security. We will investigate violations of system and/or network security and may involve law enforcement if criminal conduct is suspected. Indirect or attempted violations of these terms and conditions by you, and any actual or attempted violations by a third party on your behalf, shall be considered violations by you.

You agree to follow all our procedures and requirements with respect to security in accessing and using a Website and not to misrepresent your identity. Where passwords or other access information may be required, you are solely responsible for the security of such access information and will hold us harmless from any unauthorized access to or use of systems that may result from your failure to properly maintain the security of such access information.

You agree to cooperate with us and any service provider(s) with regard to your access to, and use of, a Website, including providing such technical assistance and information as we may reasonably request.

You agree to access and use Websites only for the purpose intended and not for any purpose of commercial exploitation.

CHANGES TO A SERVICE

You may request us at any time to change the processing instructions for any Service. We are not obligated to implement any requested changes until we have had a reasonable opportunity to act upon them. In making changes, we are entitled to rely on requests purporting to be from you. For certain changes, we may require that your requests be in writing, in a form and manner acceptable to us, or be from an authorized person you designate. In addition, certain requests for changes may be subject to our approval.

We may change, add or delete any of the terms and conditions applicable to any or all Services upon 30 days prior notice to you in writing or by electronic means. Your continued use of or failure to terminate any Service, after the effective date of the change, will indicate your agreement to the change.

COMMUNICATIONS

Any written notice or other written communication to be given under the terms of this Booklet will be addressed to the applicable address specified on the Authorization and Agreement form you return to us, except as you or we specify otherwise in writing in conjunction with your accounts or particular Services. Notices are effective upon receipt, except as otherwise provided in this Booklet or any Materials.

You agree that we may electronically monitor and/or record any telephone communications with you in those countries which permit that practice. If our records about any such communication are different from yours, our records will govern.

If you choose to use unencrypted electronic mail to initiate payment requests or other instructions or otherwise communicate with us, your use of such electronic mail with respect to a Service will be subject to the terms and conditions of this Booklet and will comply with the applicable User Documentation. You further agree to bear the risk that such electronic mail may be corrupted, modified, garbled or hacked or its confidentiality may be breached by a third party and the risk that we will rely on such mail, which appears to be from you but which is unauthorized, and that such reliance will result in a loss. In addition, you agree that we may rely on the integrity of facsimile transmissions that you send us and you agree to bear the risk that the information we receive differs from that sent to us, and that such reliance will result in a loss.

CONFIDENTIALITY

OUR OBLIGATION

We will maintain the confidentiality of information obtained from you in connection with Services we provide under this Booklet in accordance with our normal procedures for safeguarding customer information and the policy reflected in the Bank of America Corporation Code of Ethics, except as otherwise provided herein.

YOUR OBLIGATION

You acknowledge our claim to proprietary rights in the Materials and that the Materials constitute our “trade secrets” or trade secrets of our licensors or vendors. You understand that all Materials are confidential and you will:

- Safeguard the Materials at all times.
- Establish and maintain procedures to assure the confidentiality of the Materials and any password or code subsequently changed by you.
- Use the Materials only for the purposes for which we provide them.
- Notify us promptly by telephone, confirmed in writing, if any Materials are lost or their confidentiality is compromised.
- You will not, nor will you allow anyone else to, do any of the following without our prior consent:

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- Disclose any Materials to any person or entity, except to your employees and agents with a need to know the Materials.
 - Make any copies, in whole or in part, of any Materials in whatever form or medium (electronic, printed or otherwise) in which they may exist from time to time, except as provided in the Software License section.
 - Translate, reverse engineer, disassemble or decompile any Software or security devices.

These confidentiality obligations continue after a Service you are using is terminated.

You have sole responsibility for the custody, control and use of all Materials. You agree that no individual will be allowed to initiate a request or other instruction contemplated in this Booklet or to have access to any Materials without proper supervision and strict security controls. If a Service requires use of user identification codes or passwords, we will be fully protected in relying on the correct user identification codes and passwords, as described in the relevant User Documentation.

GENERAL

This section does not limit either party's ability to disclose information (i) that the other party has approved by prior writing for disclosure; (ii) that is disclosed to its professional advisors or auditors; (iii) that is or becomes public other than through a breach of these confidentiality obligations, (iv) that was in its possession or available to it from a third party prior to its receipt of it in connection with any Service, (v) which is obtained by it from a third party who is not known by it to be bound by a confidentiality agreement with respect to that information, (vi) as required or requested by any securities exchange or regulatory body to which either party is subject or submits or (vii) as otherwise required to be disclosed by law or by legal or governmental process.

In addition, you agree (i) that we may disclose to our offices, affiliates, officers, employees and agents with a need to know any information we obtain about you and (ii) that those offices, affiliates, officers, employees and agents may disclose such information as permitted under the immediately preceding paragraph.

You acknowledge and agree that data processing related to Services covered by this Booklet and your associated accounts, or the partial or complete delivery of certain Services, may take place in countries other than those where you and your accounts with us are located. You further understand that information concerning your relationship with us may be available on our electronic data system both for information management purposes and in order to enable you to benefit from our electronic banking services. You understand and agree that, as a result, your banking relationship information may be available to some of our offices, affiliates, officers, employees and agents outside the country or countries where you and your accounts are located. You authorize us to transmit your banking relationship information across national borders, notwithstanding the banking secrecy laws of any of the countries involved, as necessary or appropriate to provide any Services.

It is possible that in providing the Services we will transmit Personal Data. We will only transmit Personal Data to our locations, to locations of our affiliates or to others in order to provide the Services. We may contract with others to provide data transmission or storage services to us. In that case, we will require that they treat Personal Data solely in accordance with our instructions. You agree to comply with any directions we may give you from time to time with respect to the Personal Data.

Neither party will use the other's name or refer to the other party directly or indirectly in any solicitation, marketing material, advertisement, news release or other release to any publication without receiving the other party's specific prior written approval for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior oral approval for such use. In addition, the Bank may develop and use case studies related to and describing completed transactions between Bank and Client (the "Case Study") and use the Case Study in Bank's service proposals, marketing materials and Website. Prior to publishing or distributing the Case Study, Bank will provide a copy of the Case Study to Client for review and consent.

This section also does not limit our ability or that of our affiliates to access and use transaction data related to any Service provided to you in connection with the management of our or their business.

These obligations continue after any Service you are using is terminated.

CURRENCY EXCHANGE RATES

If a Request, an Entry, a check issued under the Check Issuance Services or a draft created under the Client-Printed Drafts Services involves a currency other than the currency in which the relevant account is denominated, your funds will be exchanged for such other currency at a current rate of exchange on or before the transfer or debit date, as the case may be, in accordance with our normal procedures (including applicable User Documentation). If we assign a currency exchange rate to your transaction, such exchange rate will be determined by us based upon market conditions. We consider many factors in setting our exchange rates, including without limitation exchange rates charged by other parties, desired rates of return, market risk and credit risk. You acknowledge that exchange rates for retail and commercial transactions, and for transactions effected after regular business hours and on weekends, are different from the exchange rates for large inter-bank transactions effected during the business day, as reported in *The Wall Street Journal* or elsewhere. Exchange rates offered by other dealers, or shown at other sources (including online sources) may be different from our rates. We do not accept any liability if our rates are different from rates offered or reported by third parties, or offered by us at a different time, at a different location, for a different transaction amount, or involving a different payment media (banknotes, check, wire transfer, etc.). Currency exchange rates fluctuate over time, and you acknowledge and accept the risks of such fluctuations: (i) in the case of Requests, between the time you initiate a Request and the time the transfer is either completed or is unwound due to a cancellation, amendment, rejection or return, (ii) in the case of checks, between the time you request us to create a check and the time we debit your account to cover such check and/or the time we re-credit your account if the check is stopped in accordance with the applicable stop payment procedures and (iii) in the case of drafts, between the time you print a draft, or request us to print a draft, and the time we transfer funds from your account to cover such draft.

E-STATEMENTS

If you use a Website, you will receive e-Statements electronically, unless you opt out. If you are not currently receiving e-Statements, we reserve the right to switch you to receipt of e-Statements unless you notify us that you wish to opt out. You may opt out by contacting your treasury services representative. You agree that this Booklet constitutes an agreement under the Uniform Electronic Transactions Act pursuant to applicable state law.

FACSIMILE SIGNATURES

In some countries, businesses use a variety of techniques to produce a facsimile signature manually or by means of a device or machine (each generally called a facsimile signature) as a convenient method for signing checks, documents and other items. If you choose to use a facsimile signature, you must provide us with a specimen of each facsimile signature.

You are responsible for any withdrawal from your deposit account that bears or reasonably appears to us to bear your facsimile signature, regardless of by whom or by what means the signature was placed on the check. If you choose to use a facsimile signature, you are responsible, and we may pay a withdrawal and debit your account for any such withdrawal, even if (i) you have not presented us with a specimen facsimile signature; (ii) the size, color or style of the check is different from that of the check you use; or (iii) the size, color or style of the facsimile signature is different from that of the facsimile signature you use.

You agree to compensate us for all losses, claims, damages or expenses, including Legal Expenses, that result from our payment of a withdrawal bearing a facsimile that reasonably resembles your facsimile signature.

You are responsible for taking security measures and implementing procedures to prevent the forgery, theft or fraudulent or unauthorized use of your facsimile signature.

GENERAL MATTERS

AGREEMENT

Except with respect to terms governing a Website to which you agree when you use a Service through such Website, this Booklet constitutes and represents the entire agreement between you and us regarding the Services we provide you anywhere in the world and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature (including requests for proposals and other sales material), whether oral or written, between you and us relating to any such Service (including any International Treasury Services Terms and Conditions booklet, but excluding the current Account Agreement). Except as otherwise expressly provided in this Booklet, this Booklet will be controlling in the event of any conflict between it and any relevant User Documentation, any other document or written or oral statement (including but not limited to any Account Agreement, except as applicable law requires otherwise), but excluding terms governing a Website as noted above. Current User Documentation is available upon request.

This Booklet is binding upon each of your and our respective successors and permitted assigns. You may with our prior written consent, assign any of your rights or duties described in this Booklet. This Booklet is not for the benefit of any other person, and no other person has any right under this Booklet against you or us, and nothing contained in this Booklet creates any agency, fiduciary, joint venture or partnership relationship between you and us.

NOTICE OF FINAL AGREEMENT. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

GENERAL OBLIGATIONS

We are responsible only for performing the Services expressly provided for in this Booklet. We may contract with an outside vendor in providing any of these Services.

With respect to any Service, we will provide you with assistance by telephone at the numbers and during the hours specified by us in writing from time to time.

You are responsible for maintaining the security of your data and ensuring that it is adequately backed-up. We are not responsible for your loss of your data.

ORAL INSTRUCTIONS

Except as otherwise provided in this Booklet with respect to compliance with any applicable Security Procedure, we may rely on oral instructions from any person who identifies himself or herself by a name which is included on a written list from you of persons authorized to give such instructions. You will update this list from time to time as necessary to reflect any changes in authorized persons. Except as otherwise expressly stated in this Booklet, we are not required to act on any instruction from any person or to give notices to any person.

SEVERABILITY; NO WAIVER

If any provision of this Booklet or the application of any such provision to any person or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Booklet, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, are not impaired or otherwise affected and continue to be valid and enforceable to the fullest extent permitted by law.

No delay or failure to exercise any right or remedy under this Booklet is deemed to be a waiver of such right or remedy. No waiver of a single breach or default under this Booklet is a waiver of any other breach or default. Any waiver under this Booklet must be in writing.

GOVERNING LAW

Except as otherwise expressly provided in this Booklet for a particular Service, with respect to each Service, this Booklet is governed by and interpreted according to (i) U.S. federal law and (ii) the law of (A) the state in the United States of America in which the account (or the principal account, in the case of multiple accounts) associated with such Service is located or, if there is no such state or no account associated with such Service, (B) the State of New York, without reference to the principles of conflicts of law of the U.S. and of such state.

If you are headquartered, or are using a Service, outside the United States of America, and if requested by us, you must appoint an agent for service of process in England, Hong Kong, Singapore and/or the United States of America, and you irrevocably agree that any writ, summons, order, judgment or other document relating to or in conjunction with any proceeding, suit or action may be served on you in such jurisdiction.

LIMITATION OF LIABILITIES

ALL SERVICES OTHER THAN ELECTRONIC FUNDS TRANSFER SERVICES

We are liable to you only for actual damages incurred as a direct result of our failure to exercise reasonable care in providing a Service.

ELECTRONIC FUNDS TRANSFER SERVICES

For Requests and Entries which are subject to UCC 4A, we are liable only for damages required to be paid under UCC 4A or the Fedwire Regulations, as applicable, except as otherwise agreed in this Booklet.

For all Requests and Entries not subject to UCC4A and for all other obligations under the Electronic Funds Transfer Services sections, our liability is limited to actual damages, resulting directly from our willful misconduct or our failure to exercise reasonable care, not exceeding the following, as applicable: (i) in case of an excessive debit to your account, the amount of the excess plus compensation equivalent to interest; (ii) in case of payment to an account not specified by you, the amount of the payment plus compensation equivalent to interest; (iii) in case of any delay in crediting a debit Entry or Depository Transfer Check (DTC) to your account, the amount of compensation equivalent to interest for the period of delay; or (iv) in all other cases, the actual damages incurred by you. You will use reasonable efforts to assist us in recovering the amount of any overpayment for which we are liable.

If we are obligated to pay interest compensation, we will pay such compensation or credit your account, as we determine, upon your written request. We calculate compensation for the relevant period as specified in the Account Agreement or as advised by your customer services representative.

If you transmit a Request to us by way of a funds-transfer system or other third-party communications system not specifically required by us, the system is deemed to be your agent for that purpose. We are not liable to you for any discrepancy between the terms you transmit to such system and the terms it then transmits to us.

ALL SERVICES

In no event will we be liable for any indirect, consequential or punitive loss, damage, cost or expense of any nature or any economic loss or damage, expense and loss of business, profits or revenue, goodwill and anticipated savings, loss of or corruption to your data, loss of operation time or loss of contracts, even if advised of the possibility of such loss, damage, cost or expense.

We will not be responsible for the acts or omissions of you or your officers, employees or agents (including but not limited to the amount, accuracy, timeliness or authorization of any instructions or information from you) or the acts or omissions of any other person or entity, including but not limited to any clearing house association or processor, any U.S. Federal Reserve Bank or any other country's central bank, any other financial institution or any Supplier, and no such person or entity will be deemed our agent.

If you permit any Subsidiary or other person to access one of our Service installations on your premises through use of a remote access software package, we will not be responsible or liable for such Subsidiary or person's use or misuse of our Services or access to accounts owned by you and for which you did not authorize that Subsidiary or person to have access via your installation. We may and will treat all instructions and information received by us through this arrangement as provided by and for the benefit of you and subject to all our rights under this Booklet with respect to the pertinent Services.

We will not be liable for and will be excused from any failure or delay in performing our obligations for any Service if such failure or delay is caused by circumstances beyond our control, including any natural disaster (such as earthquakes or floods), emergency conditions (such as war, riot, fire, theft or labor dispute), legal constraint or governmental action or inaction, breakdown or failure of equipment (including Internet failure), breakdown of any Supplier, or your act, omission, negligence or fault.

We also will not be liable for any failure to act on our part if we reasonably believed that our action would have violated any law, rule, regulation or court order or decree.

OVERDRAFTS

With respect to a Service, we may, at our sole discretion, allow an overdraft to occur in your account. Except as we agree or advise you otherwise in writing, you must repay us immediately, without demand, the amount of such overdraft plus any overdraft charges. In such cases, the fact that we previously allowed an overdraft to occur does not obligate us to do so in the future. Additional terms and conditions contained in your Account Agreement may apply.

PAYMENT FOR SERVICES

You must maintain and designate account(s) with us which we will use for debiting or crediting with respect to all payments and deposits and related adjustments and charges. Except as otherwise provided, you must have Collected and Available Funds on deposit in your account(s) sufficient to cover such obligations. For purposes of satisfying your payment obligations, we may consider any overdraft line of credit or other arrangement you have with us.

SERVICE CHARGES

You will pay us for each Service you use according to our schedule of charges currently in effect for you, except as we agree otherwise (in writing) from time to time. At your request, we will provide you a copy of the current schedule of charges for the applicable Service. All charges are subject to change upon 30 days prior written notice to you (unless otherwise agreed in writing), except that any increase in charges to offset any increase in fees charged to us by any Supplier for services used in delivering any Service may become effective in less than 30 days.

You will pay us for Software support in excess of that contemplated in the General Provisions sections of this Booklet. The charges for such extra support will be as specified by us before such charges are incurred or as otherwise agreed by you and us from time to time.

We will, on a monthly basis, debit your account with us for payment of charges due, unless you arrange another payment procedure acceptable to us.

TAXES

All Service charges are exclusive of sales, value-added and use taxes, stamp and other duties and other governmental charges imposed on any Service or Materials and not based on our net income. Such taxes, duties and charges are payable by you.

PROTECTION FROM THIRD PARTIES

To the extent permitted by law, you will indemnify us against and hold us harmless from and defend us against any and all liabilities, claims, costs, expenses and damages of any nature (including Legal Expenses) arising out of or relating to disputes or enforcement of laws, fines or rules, legal actions, by parties other than you and us concerning any Service. The obligations contained in the preceding sentence will continue after a Service you are using is terminated. This section does not apply to any cost or damage attributable to our gross negligence or intentional misconduct.

Further, with respect to any Service where we receive payment from a third party on your behalf, the amounts received (less related charges, disbursements and/or expenses) will be paid to you, except that if we are required to return any such payment received upon the insolvency, bankruptcy or reorganization of such third party or for any other reason, you will repay to us the amount paid to you together with interest thereon from the date we returned the payment and so notified you at the rate specified by us in our schedule of charges with regard to the applicable Service.

REPRESENTATIONS AND WARRANTIES

On and as of each day we provide any Service to you, you represent and warrant to us that:

- Your agreement to each provision contained in this Booklet is a duly authorized, legal, valid, binding and enforceable obligation.
- The debiting of any account as provided in this Booklet is not inconsistent with any restriction on the use of that account.
- All approvals and authorizations required to permit the execution and delivery of the Agreement and Authorization form and any other necessary documentation, and the performance and consummation by you of the transactions contemplated under each Service, have been obtained, including but not limited to due authorization from each applicable third party to allow you to transfer funds and access information from such party's account.
- Neither your performance of your obligations nor your use of any Service will facilitate illegal transactions, for example those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq., or otherwise violate any law, rule, regulation, judgment, decree or order applicable to you.
- The Services you receive pursuant to this Booklet are for business use only and are not primarily for personal, family or household use.
- There is no lawsuit, tax claim or other dispute pending or threatened against you which, if lost, would impair your financial condition or ability to pay us under the terms of this Booklet.

RESOLUTION OF DISPUTES

We try to resolve our clients' Service problems or disputes as quickly as possible. In most cases, we can resolve a problem by telephone.

Any dispute or controversy concerning your use of Services described in this Booklet will be decided by binding arbitration conducted in the United States of America (except as you and we expressly agree otherwise) in accordance with the United States Arbitration Act (Title 9, U.S. Code) under the Commercial Arbitration Rules of

the American Arbitration Association. Under these procedures, the dispute is submitted to a neutral person for determination in place of a trial before a judge or jury. Judgment upon the award made by the arbitrator may be entered in any court having jurisdiction.

Without regard to the foregoing, any dispute or controversy that arises from an Electronic Funds Transfer Service will be decided by a judge without a jury in a United States of America federal or state court (except as you and we expressly agree otherwise in writing). **This means that in these instances you waive any right to a trial by jury in any action or proceeding and agree that such action or proceeding will be tried before a judge without a jury.**

Either you or we may exercise self-help remedies or obtain provisional or ancillary remedies from a court. You or we may exercise or obtain these remedies at any time, even while the arbitration or trial by a judge is pending. By exercising or obtaining any such remedies, neither you nor we waive the right to request that a dispute or controversy be decided by arbitration or trial by a judge.

SOFTWARE LICENSE

This section applies to all Software we provide to you after you return the Agreement and Authorization form unless we provide you a separate license agreement for specific Software (including a “click-wrap” Software license you may obtain from us by downloading from our Website).

LICENSE

For each Software application we provide to you for one or more Services, we grant you a non-exclusive, revocable, non-transferable license for the use of that Software and any Materials related to the Software that we provide to you. Each license is granted solely for use in object code form only in connection with one or more Services. You may use the Software only in accordance with the applicable User Documentation.

The Software, its source code, the Materials and all copyright, patent, trademark, trade secret and other rights in them are and will remain the exclusive property of us or our licensors. You will secure and protect the Software and Materials (including all copies) in a manner consistent with the maintenance of our rights and those of our licensors. In order to protect those rights, you will reproduce and incorporate copyright notices and all other proprietary legends prescribed by us in any permitted copies. You may not remove, obscure or otherwise tamper with or alter any such notices or legends affixed to or otherwise contained in the Software or Materials (or copies). You will also take appropriate action to instruct and obligate your representatives who are permitted access to the Software and/or Materials (including copies) to comply with your obligations to protect the Software and Materials.

We are obligated to provide you only with those updates, upgrades or new releases of Software which we make generally available to our other customers who license the same Software. Any corrections, updates, upgrades or new releases that we provide to you must be installed by you promptly or by such later time as we specify, and will be deemed part of the Software upon delivery to you. We will provide support only for the most current version of Software we have provided to you.

You will, at your expense, cause a computer to be installed and kept in good condition and working order at your site for use of the Software. The computer and its components must be equipment which is acceptable, as specified by us from time to time.

At our option, we may assist you with the installation of Software on your computer and/or with the training of persons who will use the Software, but we will not bear any responsibility for (i) such training or (ii) the proper installation or use of the Software. Except as you and we may agree otherwise, you will be deemed to have accepted the Software upon its installation.

If we have provided you with Software to be installed on your computer, you may not install the Software on more than one computer or electronically distribute it to any other computer, without our prior written approval and the payment of any fees that we may assess. You may move the Software to another computer replacing the one on which the Software was originally installed or to another site, but only after you give us notice, in writing or by electronic means approved by us for such purpose, specifying the new computer and site. If we have provided you with Software to be installed on your network server, you may not electronically distribute, or allow anyone else to electronically distribute, the Software except from the network server on which it is installed to workstations on that network. You will provide us notice, in writing or by electronic means approved by us for such purpose, each time you install the Software on more than one computer (subject to our prior written approval) or electronically distribute the Software to a workstation on that network, as applicable, in each case indicating the location and the date of such installation or distribution.

You may not (i) sell, assign, transfer, license, sublicense or publish the Software or Materials (including any permitted copies), (ii) disclose, display or otherwise make available the Software or Materials (including any permitted copies) to third parties, or (iii) copy, or allow anyone else to copy, the Software or Materials, without our prior written approval, except that you may make two copies of the Software for backup and/or archival purposes. In the event that we provide you with our prior written approval to make an additional copy of the Software, you will (i) pay us any fees assessed by us and (ii) provide us notice, in writing or by electronic means approved by us for such purpose, of the location and the date of such copy.

You will provide us with reasonable access to the Software and Materials at your site to provide assistance or to verify the status or location of the Software and Materials. In addition, we may audit your site and have access to the Software and Materials provided to you to confirm compliance with this Software License section. Furthermore, we may audit your site and have access to such Software and Materials if you fail to provide us with any notices or reports, or if we reasonably believe you are using unauthorized copies of the Software and/or Materials, using the Software and/or Materials in an unauthorized manner, and/or otherwise failing to comply with any of the terms and conditions of this Booklet.

You may not alter, repair, modify or adapt any Software or Materials, including, but not limited to, translating, reverse engineering, decompiling, disassembling or creating derivative works from it.

You will inform our client support unit of all errors, difficulties or other problems with the Software of which you become aware. We may make reasonable efforts to fix or provide workarounds for any material errors reported to us and to provide you with support and consultation concerning the Software. Any such efforts, support and consultation will be determined by us, in our sole discretion. You will cooperate with us in the expeditious resolution of such errors, difficulties or other problems by providing us, on request, a listing of input, output and all other data which we may reasonably request in order to reproduce operating conditions similar to those present when such errors, difficulties or other problems were discovered.

Your license to the Software and Materials will terminate automatically if you breach a material term of this Software License section or the license, or if the Services for which you are using the Software are terminated. In addition, in the event of a breach of your confidentiality obligations with respect to the Software, we may seek any remedy provided by law or equity.

LIMITED WARRANTY/DISCLAIMERS

You acknowledge that the Software and Materials have not been produced to meet your specific requirements and have not been tested in every possible combination and operating environment. You are responsible for satisfying yourself that the Software and Materials are satisfactory for your purposes.

You further understand and agree that we make no representation concerning the completeness, accuracy, timeliness, operation or performance of the Software and/or Materials or their compatibility with any hardware. You

acknowledge and agree that the operation of the Software may not be uninterrupted or error-free and that the Software and Materials are provided on an “AS IS” basis.

We warrant that the Software will substantially conform to the documentation provided with the Software for a period of 30 days after delivery to you, provided that (i) the Software has been used by you in strict compliance with the terms and conditions of this Booklet and the Materials, (ii) the Software has not been modified in any way by you, and (iii) you promptly notify us and reproduce for us any defects, errors or bugs in the Software which result in the Software not substantially conforming to such documentation. In the event that such warranty is breached, we shall, at our option, (i) use reasonable efforts to correct or work around any such defects, errors or bugs or (ii) accept return of the Software and refund any license fees paid by you for the Software.

You agree that the foregoing is your sole and exclusive remedy for breach of warranty and our sole obligation in connection with the performance or operation of the Software and Materials.

Except as specifically stated above and in the Infringement Indemnity subsection below and notwithstanding any other provision in this Booklet or otherwise, we make no representation or warranty, express or implied, written or oral, and, to the full extent permitted by law, disclaim all other warranties including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, regarding the Software, the Materials, any CD-ROM/DVDs provided to you, and all other property, services or rights covered by this Booklet.

To the extent permitted by applicable law, and except as otherwise provided in this section, we will not be liable for damages of any kind arising out of the provision of, use of, or inability to use, the Software and/or Materials.

You agree that the United Nations Convention on Contracts for the International Sales of Goods will not apply to our provision to you or your use of any Software and/or Materials.

INFRINGEMENT INDEMNITY

Notwithstanding your indemnity of us in the Protection From Third Parties section of this Booklet and except as otherwise provided in this Booklet, we will defend at our own expense or settle any action brought against you to the extent it is based on a third party claim that your use of the Software and/or Materials provided by us to you pursuant to this Booklet infringe any Berne Convention country copyright or any United States of America or United Kingdom patent, trade secret or trademark of any third party, and we will pay all costs and damages finally awarded in any such action.

Our obligations under this indemnity are subject to (i) prompt notice from you of any such claim or action, (ii) your not having made any admission of liability or agreed to any settlement or compromise, (iii) your providing to us, in a prompt and timely manner, the documents, information and assistance we reasonably request, (iv) our having sole control of defending such claim or action, (v) your having used the current version of the Software and Materials, as provided to you by us, in compliance with the terms and conditions of this Booklet, (vi) your using the Software and Materials only in the manner for which the Software and Materials were designed, (vii) your not modifying the Software and Materials, and (viii) your not incorporating the Software and Materials with products not approved by us. You acknowledge and agree that our obligations under this indemnity are our only obligations to you with respect to any infringement claim in connection with your use of the Software and/or Materials.

EXPORT CONTROLS

You understand and acknowledge that any obligations that we may have to provide Software, any Materials, data, technical assistance, training and related technical data, and any media in which any of the foregoing is contained (all of which shall be collectively referred to as “Data”) will be subject in all respects to all applicable laws and regulations as shall from time to time govern the export or diversion of certain products and technology to and from certain countries. You warrant and agree that you will comply in all respects with the export and reexport

restrictions applicable to the Data shipped and/or provided to you and that you will comply with all applicable laws and regulations governing the export and diversion of the Data.

IMAGE SERVICES - SUPPLEMENTAL CD-ROM/DVDs SOFTWARE LICENSE PROVISIONS

This subsection supplements this Software License section with respect to Software we provide for the Image Services, under which we provide you with CD-ROM/DVDs, and shall control in the event of conflict between it and the balance of the Software License section. This subsection does not apply to the Image Lockbox Service. If we provide you a CD-ROM/DVD which contains a media defect or is unreadable in its entirety, you must notify us in writing of such defect within 30 days after the CD-ROM/DVD creation date appearing on the CD ROM/DVD. If you provide us with such notice within such time period, we will use reasonable efforts to replace the CD-ROM/DVD. You acknowledge and agree that this shall be our sole obligation and your sole remedy with respect to any such defects in the CD-ROM/DVD.

Notwithstanding anything to the contrary in the Suspension and Termination section of this Booklet, if an Image Service under which we provide you with CD-ROM/DVDs is terminated for a reason other than your breach of any terms and conditions in this Booklet, you may continue to use the Software and Materials for such Service after termination of such Service for six months, or for such longer period as we approve, subject to the terms of this Software License section or such other software license agreement as we, at our election, require you to sign for this purpose. At the end of such six-month or longer period, the license for your use of such Software and Materials will then terminate automatically.

SUSPENSION AND TERMINATION

If at any time we believe (i) that our provision of any Service to you may create a risk of financial loss for us or result in an unacceptable credit exposure to us, or (ii) that an account associated with any Service may be subject to irregular, unauthorized, fraudulent or illegal activity, we may, in our sole discretion, immediately, without prior notice to you, suspend or modify our provision of any such Service until such time that such risk, exposure, or activity is eliminated or otherwise resolved, notwithstanding anything to the contrary in this Booklet. Either you or we may terminate any or all Services upon 30 (60 in the case of Corporate Card Services) calendar days prior written notice to the other party. Notwithstanding the foregoing sentence, we may terminate any or all Services effective immediately, and we will send you notice of the termination, if any of the following occurs:

- You breach any of the terms and conditions in this Booklet or any other agreement with us.
- You terminate, liquidate or dissolve your business or dispose of a substantial portion of your assets.
- You fail generally to pay your debts as they become due.
- You, voluntarily or involuntarily, become the subject of any bankruptcy, insolvency, reorganization or other similar proceeding.
- You initiate any composition with your creditors.
- You experience a material adverse change in your financial condition or your ability to perform your obligations under the terms and conditions in this Booklet.
- Any guaranty of your obligations to us terminates, is revoked or its validity is contested by the guarantor, or any of the events set forth in the above five bullet points attributable to you occur to the guarantor.
- The account necessary to provide any Service is closed.

If a Service you are using is terminated for any reason, you will do the following:

- Immediately stop using any Materials relating to the terminated Service.
- Erase or delete any Software we have provided relating to the terminated Service to the extent it is stored in your computers.

-
- At our option, either return to us or destroy all Materials relating to the terminated Service and certify to us that you have done so.

These obligations will continue after a Service you are using has been terminated.

Termination of a Service you use does not affect your payment obligations for services we provide to you before the Service is terminated, and any such termination is in addition to our other rights under applicable law and under the terms of this Booklet. Also, termination of any Service you use does not release you or us from any of our respective obligations which arose or became effective before such termination. Upon termination, all amounts owed by you and outstanding will become immediately due and payable.

GLOSSARY OF TERMS

The following are some important terms that appear in this Booklet.

Acceptable Payee. Your name and any other payee name you provide to us as an acceptable payee for checks to be processed under the Lockbox Services.

Account Agreement. The current signature card, International Account Agreement or SAOTC and the publication(s), as amended from time to time, we provide you containing terms and conditions applicable to each deposit, savings or current account for which you use a Service.

ATM. Automated teller machine.

Bill Payment Service Provider. Any entity, which may include us, you authorize to deliver payments, remittance information and other related data from your customers to us for the Electronic Bill Payment Consolidation Services.

Biller. A non-consumer that is a member of the Network and sends invoices to Payers.

Business Day. Each day on which the bank or bank office providing or facilitating a Service is open for business related to that Service.

Card. Each plastic charge card which we issue for your Card Account under our Corporate Card Services.

Card Account. Each MasterCard® or Visa® account which we issue to you or to a Cardholder under our Corporate Card Services, including an account for which only an account number and no Card is provided.

Card Administrator. One or more individuals designated by you in writing, as our primary contact for the Card Accounts, who is authorized to take actions necessary or appropriate to maintain the Card Accounts, including without limitation designating persons to receive Card Accounts, receiving communications from us related to the Card Accounts, requesting the closure of Card Accounts and otherwise

communicating with us with respect to the Card Accounts.

Cardholder. Your employee or any other person who you designate in writing and who we approve to receive a

Card Account or a Commercially Prepaid Card. If you or a Cardholder makes a Commercial Prepaid Card, a Card Account number or Convenience Check available to another party, that person will also be considered a Cardholder.

Check 21. The Check Clearing Act for the 21st Century Act, 12 CFR 229 or any successor legislation. Any IRD created and deposited to your account must comply with all the requirements mandated by Check 21.

Check Issuance Request. Using the Check Issuance Service, a message transmitted from you to us requesting us to issue a check on your behalf drawn on either accounts you maintain with us or accounts designated and owned by us.

Collected and Available Funds. Funds in an account equal to the ledger balance minus float which, in our reasonable determination, are not subject to a hold, dispute or legal process preventing their withdrawal.

Collector. A non-consumer that is a member of the Network and receives payments and remittance information from Disbursers.

Commercial Prepaid Card. A pre-paid magnetic strip-based plastic card issued by us for a Cardholder's purchase of goods or services or for cash withdrawals.

Company's Marks. Your trademark, tradename, service mark and/or designs which are used in connection with the Corporate Card Services.

Controlled Disbursement Account. One or more demand deposit accounts maintained by you with us and used in connection with our Controlled Disbursement Services.

Controlled Disbursement Point. Each bank office designated by us through which checks

issued under the Controlled Disbursement Service will be cleared or routed.

Convenience Check. A check which we may provide to you to draw on a Card Account.

Currency. When used in connection with the Safe Connect Service, U.S. denominated cash and any such other currency as is set forth in the User Documentation.

Depository Transfer Checks (DTCs). Depository transfer checks and preauthorized checks to debit Receivers' accounts to accomplish the same purpose as debit Entries. (Receiver is defined in the NACHA Rules.)

Disburser. A non-consumer that uses the Payment Service to send Transaction Requests to us and on whose behalf we originate an Entry to a Collector.

Document Printing Request. Using the Document Printing Service, a message transmitted electronically from you to us or our third party processor requesting us to print and mail on your behalf statements, invoices and other documents.

ECCHO. The Electronic Check Clearing House Organization.

Effective Entry Date. The date specified, in accordance with the NACHA Rules, on the Entry by the Originator on which the Originator intends the Entry to be settled. (Originator is defined in the NACHA Rules.)

Electronic Funds Transfer Services. ACH Services, International Electronic Funds Transfer Services and Wire Transfer Services.

Electronic Image. An image conforming to the applicable industry standards for Images.

Entries. Entries has the meaning provided in the NACHA Rules and also includes any data for Entries and any prenotification.

e-Statements. Statements with respect to which you opt for electronic delivery and which are

selected by you as outlined in the applicable User Documentation.

eUCP. The rules for electronic presentation of documents under the UCP.

Federal Reserve Operating Circular 3. The Federal Reserve Board's Operating Circular 3, Collection of Cash Items and Returned Checks.

Fedwire Regulations. Subpart B of Regulation J of the Board of Governors of the Federal Reserve System of the United States of America, as amended from time to time.

FX Request. A request by means permitted under the Electronic Foreign Exchange Services to enter into an FX Transaction.

FX Transaction. A transaction between you and us, permitted under the Electronic Foreign Exchange Services, for the purchase of one currency in exchange for the sale of another currency (including without limitation any foreign exchange spot, swap or outright forward transaction or option), including any transaction that effects the pre-delivery, extension, rollover or splitting of such a transaction.

ICL. An image cash letter.

Image. An Electronic Image or a Paper Image. With regard to an Image of an original paper check, the check Image that is deposited with us pursuant to the Commercial Deposits section of this Booklet shall be a "check" and/or an "item" (as applicable) for all purposes under such Booklet section, any Account Agreement between you and us relating to the collection of checks generally, the Uniform Commercial Code, the Expedited Funds Availability Act, Regulation CC, any other federal or state check law, and federal and clearinghouse rules, to the same extent as that original is a "check" or an "item," as applicable.

International Account Agreement. A form of Account Agreement used in some countries.

International Electronic Funds Transfer Services. Electronic payment services for transfers to or from your account outside the

United States of America or to or from your account in the United States of America to or from an account in a different country. These services include low-value batch payments made according to multiple requests within a single electronic data file. International Electronic Funds Transfer Services exclude ACH Services within the United States of America and exclude Wire Transfer services.

International Transaction Fee. In using Corporate Card Services, a fee that we may add to the U.S. dollar amount of any Transaction that is made in a foreign currency.

IRD. When used in connection with the Commercial Deposits section of this Booklet, an “Image Replacement Document” or substitute check, as set forth in Check 21, which provides that a properly prepared substitute check that meets the requirements for legal equivalence is the legal equivalent of the original for all purposes.

ISP98. The “International Standby Practices 1998” developed by the Institute of International Banking Law & Practice and endorsed and published by the International Chamber of Commerce or such later revision as may be adopted and be in effect on the date the subject standby letter of credit is issued.

Legal Expenses. Reasonable lawyer's fees, allocated costs of staff counsel (unless prohibited by applicable law), fees and expenses of litigation and any other fees and expenses incurred in enforcing any provision of this Booklet.

Lockbox Address. The post office address we assign to you or we accept from you for the Lockbox Services.

Materials. The Software, user identification codes, passwords, codes, keys, test keys, security devices, embedded algorithms, digital signatures and certificates, other similar devices and information, User Documentation and related documentation we provide to you.

NACHA Rules. The rules of the National Automated Clearing House Association

(including any other clearing house rules applicable to automated clearing house transactions), as amended from time to time.

Network. The third-party owned PayMode® network made up of Disbursers and Payers, using the Payment and Invoice Processing Services, as well as Collectors and Billers.

Notice(s). In connection with the Notification Services, notices provided by us to you that are associated with and related to the Services provided by us to you under the terms of this Booklet or other agreement between you and us.

Paper Image. An Image that is a paper reproduction of the related physical check (the original paper item or substitute check created from an image of the original paper item) created with image technology.

Payer. A non-consumer that uses the Invoice Processing Service to receive invoices from Billers.

Payment Advice. Using the Client-Printed Drafts Services, an electronic message transmitted by you to us advising us that you have created a draft.

Personal Data. Information we receive from you in connection with the Services consisting of an individual's bank accounts or other financial data or identifying a living individual.

PIN. A personal identification number which a Cardholder may receive when activating a Commercial Prepaid Card.

RCK. A “Re-Presented Check Entry” as defined in the NACHA Rules.

Request. A request by means permitted under the relevant Wire Transfer Service or International Electronic Funds Transfer Service to transfer funds to or from a specified account or beneficiary (including standing instructions) or to amend or cancel a prior request to transfer funds.

Reversal/Deletion Request. A request for a Reversal or a request to delete a previously delivered Entry.

Reversals. Data for reversing Entries. For the Electronic Bill Payment Consolidation Services, it includes data from a Bill Payment Service Provider for reversing a payment from one of its customers that was delivered to us by the Bill Payment Service Provider.

Safe. When used in connection with the Safe Connect Service, the equipment (and related software and accessories) installed at the Safe Location and used by you for depositing Currency. The Safe counts, records and reports the Currency deposited into and accepted by it.

Safe Connect Service. The service described in the Commercial Deposits section of this Booklet, whereby through your use of a Safe installed at a Safe Location, we receive Safe Feeds concerning your deposits into such Safe, and afford such deposits credit, which may be provisional, as described in this Booklet and in the User Documentation.

Safe Deposits. When used in connection with the Safe Connect Service, deposits of Currency made by you and accepted into the Safe, with respect to which we have received a Safe Feed.

Safe Feed. When used in connection with the Safe Connect Service, an electronic file transmission received by us from the Transportation Provider, which Feed (i) originated from a Safe, (ii) was sent from the Safe to the Transportation Provider, (iii) was then forwarded intact to us and received intact by us, and (iv) reports the purported value of all Currency accepted into the Currency validating portion of such Safe since the transmission of the last Safe Feed, or the first such Feed, as applicable.

Safe Location. When used in connection with the Safe Connect Service, the location(s), to be mutually agreed by you and us, at which the Safe may be located.

SAOTC. Each form of Standard Account Opening Terms and Conditions used in certain countries as an Account Agreement.

Security Procedure. Unless we agree otherwise with you, the applicable security procedure described in the Materials for your data delivery type or Service for verifying the authenticity of Entries, Requests, Reversal/Deletion Requests, Payment Advices, Check Issuance Requests, Document Printing Requests, Stop Payment Requests, FX Requests, Transaction Requests or Tax Payment Instructions.

Service. With respect to a Bank of America Corporation subsidiary bank, a treasury management service provided in a specific Bank location and covered by this Booklet.

Software. Web-based applications accessed via a Website and/or the programs and data files provided by us for use on a computer in connection with one or more particular Services.

Standalone Account. One or more demand deposit accounts maintained by you with us that is not linked to another account as part of a treasury service relationship or that is not linked as a sub-account to another account in a treasury service relationship.

Statements. Account statements, account analysis, pricing information and other information relating to account activity or services, transactional activity and/or cash management services with us and/or our affiliates.

Stop Payment Request. A message you send us using the Electronic Stop Payment Services, the Check Issuance and Document Printing Services or the Client-Printed Drafts Services to request that payment be stopped on a check or draft which, in the case of the Electronic Stop Payment Services, must be drawn on an eligible account you have with us.

Subsidiary. Any entity in which more than 50% of the ownership interest is owned, directly or indirectly, by you. The term "Subsidiary" does not include affiliates or other entities in which

50% or less of the ownership interest is owned, directly or indirectly, by you.

Supplier. Any private or common carrier communication or transmission facility, any time-sharing supplier or any mail or courier service.

SWIFT. The international electronic message-transfer service known as the Society for Worldwide Interbank Financial Telecommunication.

Tax Payment Instruction. An instruction by means permitted under the relevant Tax Payment Service to pay any taxes using any of the tax forms specified in the applicable User Documentation.

Transaction. The purchase or reservation of goods or services or a cash advance made or facilitated by use of a Commercial Prepaid Card, Convenience Check or Card Account.

Transaction Account. One or more demand deposit accounts maintained by you with us or another financial institution and used in connection with the Payment and Invoice Processing Services.

Transaction Request. Using the Payment Service, a message transmitted electronically from you as a Disburser to us or our third party processor requesting us to originate an Entry to a Collector on your behalf.

Transportation Provider. When used in connection with Safe Connect Service, the armored carrier which you engage to transport Safe Currency from the Safe to the Vault Location.

UCC 4A. Article 4A of the Uniform Commercial Code - Funds Transfers, as adopted

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by the state in the United States of America whose law applies to a Service, as amended from time to time.

UCP. The Uniform Customs and Practices for Documentary Credits, 2007 Revision, ICC Publication No. 600 or such later revision as may be adopted by the International Chamber of Commerce and be in effect on the date the subject letter of credit is issued.

Unauthorized Use. Use of a Card Account, Card or Convenience Check by a person (i) who is not your Cardholder, employee or agent, (ii) who does not have actual, implied or apparent authority to use the Card Account and (iii) whose use does not benefit you directly or indirectly.

Uniform Rules for Collections. The Uniform Rules for Collections, ICC Publication No. 522, or such later revision as may be adopted by the International Chamber of Commerce and be applicable to a collection.

User Documentation. Any written information we provide you, including information in electronic format, as amended from time to time, which contains detailed instructions regarding the use of a Service, as provided by a particular banking center or office. User Documentation may vary from one jurisdiction to another. Current User Documentation is available upon your request.

Vault Location. When used in connection with the Safe Connect Service, the vault facility where the vaulting and related cash processing services are performed with respect to Safe Deposits.

Website. Any internet website and/or online access channel for use in accessing one or more Services.

Strategic Process Automation Bank of America E Payables ”



March 28, 2012

Samira B Benchikhi
Vice President
Treasury Officer



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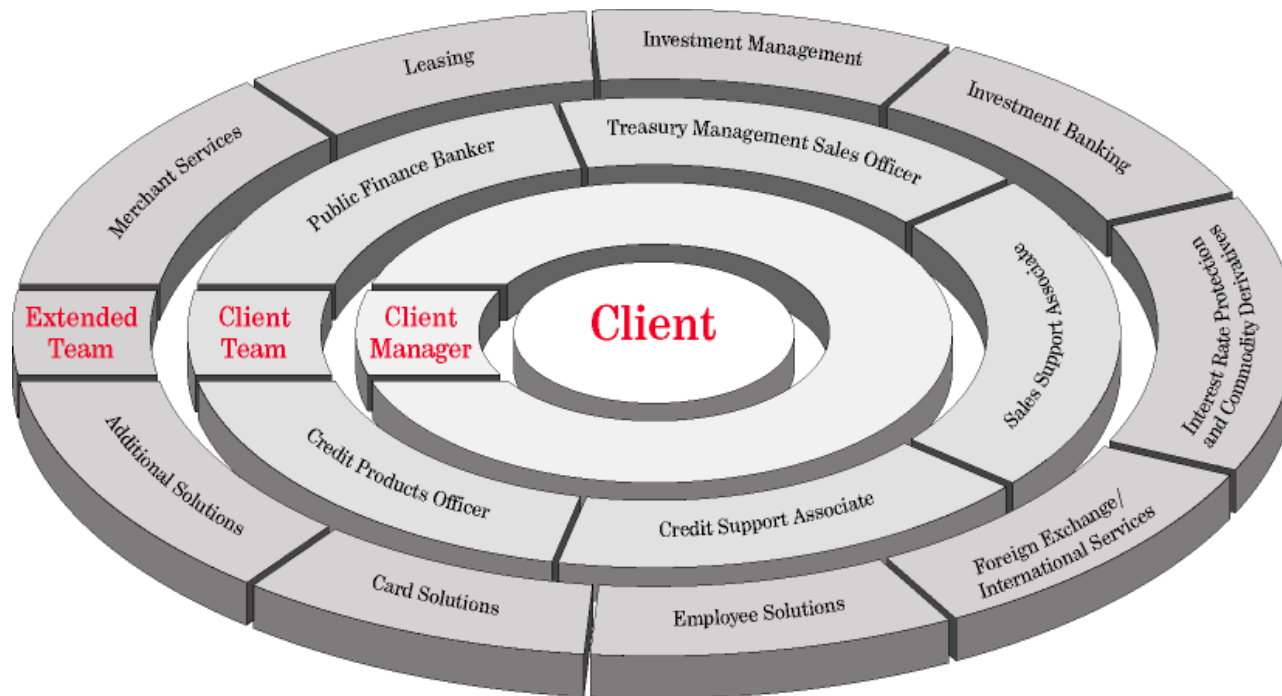


- I. **Introductions**
- II. **Bank of America Commitment**
- III. **e-Payables – What is it?**
- IV. **e-Payables Processing**
- V. **Financial Benefit Analysis**
- VI. **NC State Case Study**
- VII. **Questions – Next Steps**

Build your future with Bank of America

Government client team model

We deliver a world-class client experience through dedicated teams offering customized solutions and service with powerful global resources.





Industry Commitment Leadership in Government Banking

Industry Commitment – Government Banking

- Government Banking is a distinct line of business and a priority at the highest level of the bank. We have specialized government banking teams and hundreds of associates across the Country dedicated to the financial services needs of the public sector.
- Current relationships with over 9,000 state & local governments and public school districts.
- Experienced and proven track record for large new client Implementations.



Industry Positioning

- #1 Visa Pay Card Issuer
- Industry leader – offering prepaid card products since 1998
- CashPay card accounts are FDIC-insured; covered under Regulation E of the Electronic Transfer Act
- Large ATM Network of over 16,700 ATMs
- Commercial Gift Card Issuer
- Suite of Commercial Prepaid Card Programs, including:
 - Unemployment Insurance
 - Child Support Payments
 - Disaster Preparedness & Response
 - Tax Refunds
 - Constituent Reimbursement
 - Payroll
- Comprehensive client services – implementation, account management and client support





E Payables Processing

■ Individual cardholder spend

- Solve business problem of small-dollar, repetitive purchases to alleviate requisitions, purchase orders and petty cash
 - Travel and entertainment expenditures
 - Fleet expenditures
 - Point-of-sale purchases
 - Card-in-hand purchases

■ Accounts Payable disbursement

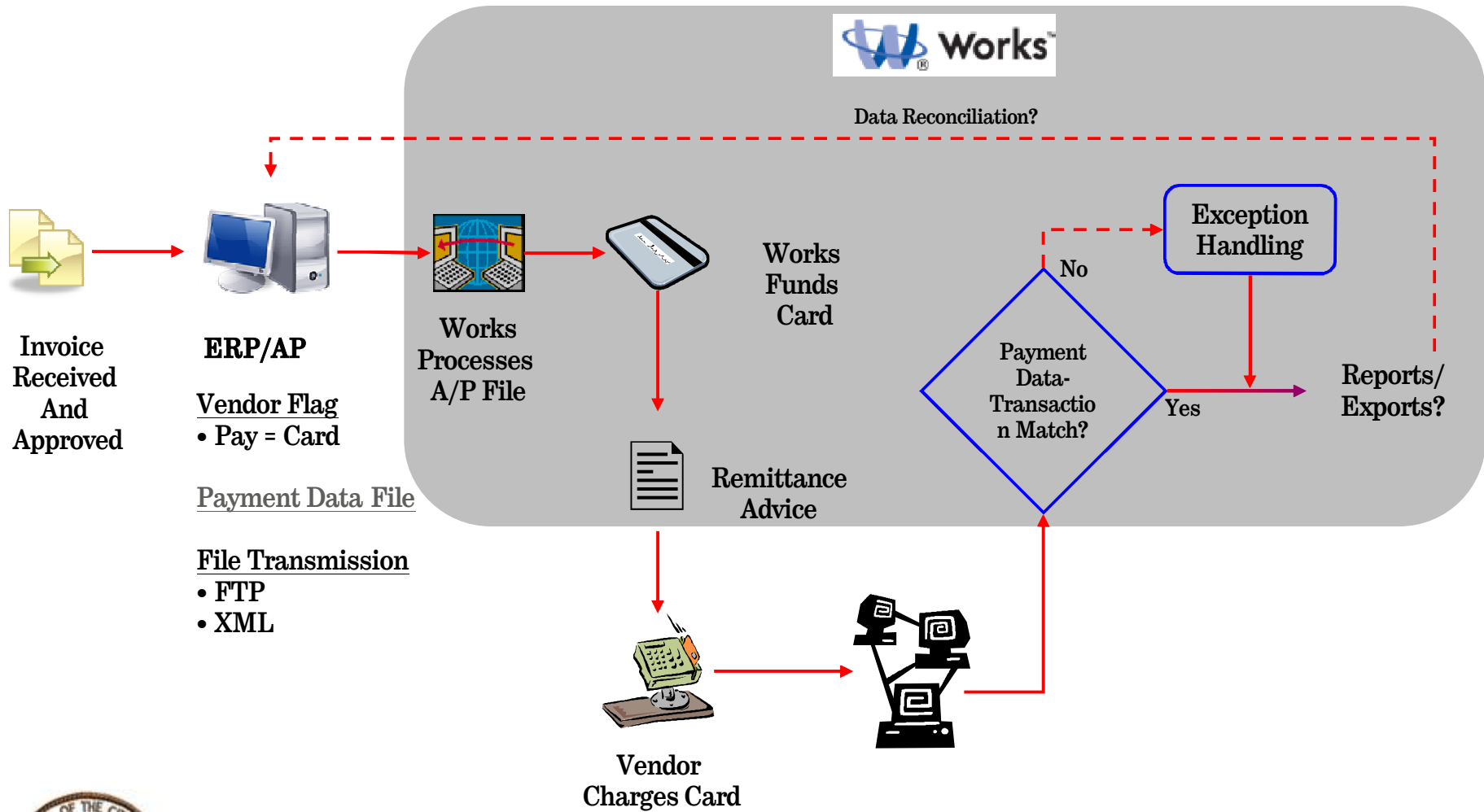
- Solve business problem of optimizing payment type for AP disbursements
- Replace paper checks with electronic card payments with minimal IT effort
- Require little behavior change for you or your supplier



- Direct financial benefit
 - Provides you with a no-cost alternative to traditional fee-based payment types
 - Extends float increasing cash flow
 - Provides you with cash payout incentive paid when annual spend targets achieved
- Payment control benefit
 - Improves transaction risk management
 - Decreases fraud
- Supplier relationship benefit
 - Reduces suppliers' Days Sales Outstanding
 - May reduce suppliers' processing costs
- Liquidity planning benefit
 - Improve visibility into timing of settlement to maximize revenue from short-term treasury investments



How ePayables Works



Replace Checks With a No-Cost, Electronic Process

Payment Method	Checks	ePayables
Record of payments	Check run file	Card run file
Payment action	Print one check per supplier ID	Dynamically fund one card number per supplier ID
Remittance advice	Check stub with invoice line item detail	E-mail notification with invoice line item detail
Vendor cash received	Check deposited and funds clear in 5 to 7 days	Card transaction authorized and cash transferred in 2 to 3 business days
Client cash paid	Cash withdrawn upon check clearing	Bank statement paid 30 to 45 days after transaction posts
Confirmation of payment	Positive Pay file	The Works application exports file with posted card transaction details



- Relationship benefit
 - Competitors may accept card payments
- Control benefit
 - Avoid giving out bank information to customers for ACH payments
 - Avoid complications of updating bank information when it changes
- Cost benefit
 - No per-piece check processing cost
- Efficiency benefit
 - Remittance data transmitted with payment for easy application to account
 - Funds made available on card at time of e-mail
 - No phone calls to take card number or follow-up on declines
- Float benefit
 - Between 5- and 20-plus-day faster receipt of funds to improve Accounts Receivable



Objective	<ul style="list-style-type: none"> • Provide turnkey process to convert AP check payments to card, minimizing delays and obstacles in achieving card spend growth
Supplier Analysis	<ul style="list-style-type: none"> • WorksMatch™ on AP file to determine which suppliers accept card • Agree on communication plan to card-accepting suppliers
Export File Format	<ul style="list-style-type: none"> • Confirm standard file format for generating remittances through the Works™ application • Generate sample file from financial system to verify data exchange
Supplier Notification	<ul style="list-style-type: none"> • Bank of America contacts suppliers about card payment process • Gather e-mail remittance address and contact for suppliers agreeing to participate
ePayables Implementation	<ul style="list-style-type: none"> • For confirmed suppliers, flag in AP system for payment by card • Dedicated zero-dollar card accounts set up and communicated to suppliers • Client sends authorization instructions to bank for each ePayables payment • E-mail remittance advice sent to suppliers telling them they may charge their dedicated card number for specified invoices
Support to Ensure Continued Success	<ul style="list-style-type: none"> • Guide suppliers through initial remittance and card transaction • Prioritize remaining suppliers for proactive enrollment • Provide regular management reviews



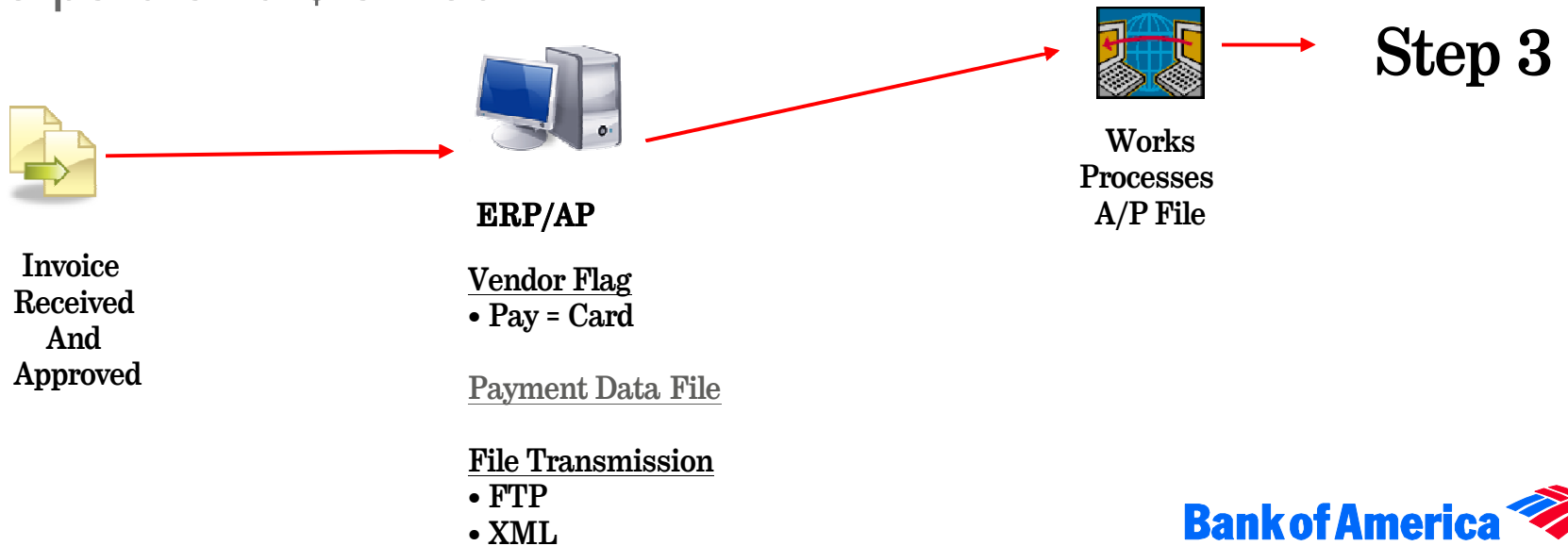
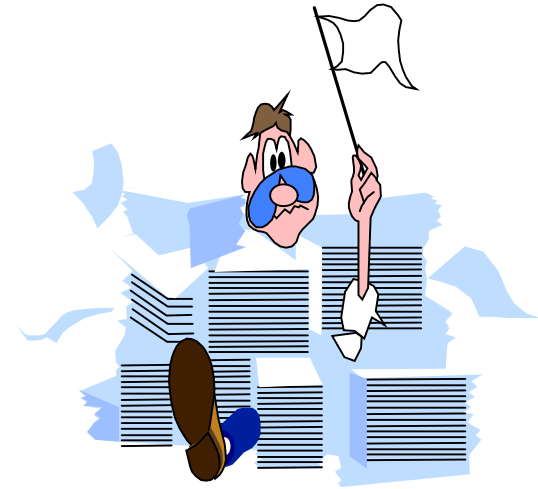


E-Payables Processing

- A card number is issued for each of the client's suppliers.
- Cards have a credit limit but \$0 available funds on card (card cannot be used until funds are loaded).
- Client communicates card number, CVV code and expiration date to their supplier.

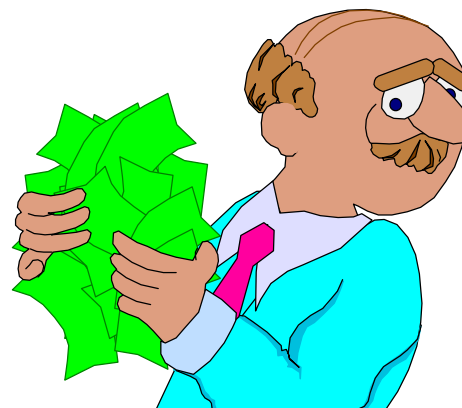
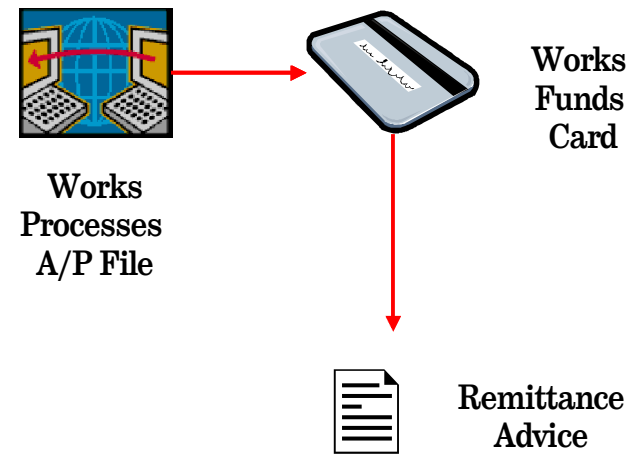


- Client receives invoices from supplier
- Client matches invoice with Purchase Order
- Client sends a file from their AP system into the Works application with invoices to be paid and \$ amount



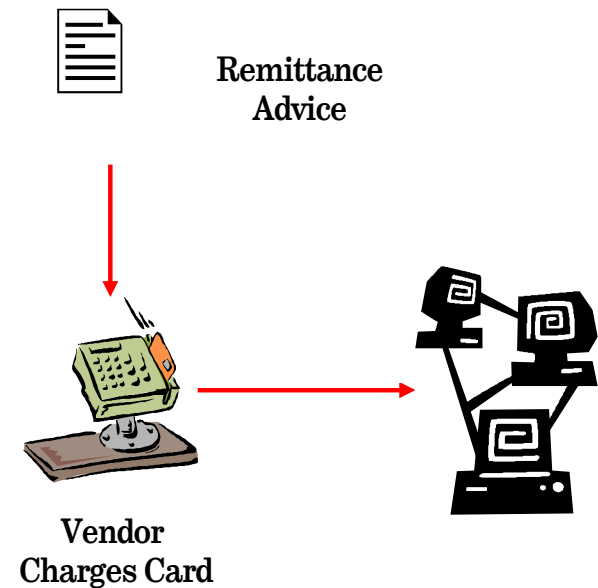
Step Three

- The file is processed in the Works application and funds loaded onto each supplier card based on the amount to be paid
- Email advice will be sent to client's Program Administrator as notification that the funds are loaded to the cards.



Step Four

- Client forwards the email to their suppliers advising them to take payment
- Suppliers uses POS terminal to take payment from the card number provided
 - The vendor cannot take more than the payment authorized as the card is only funded for the payment amount.
- Supplier receives payment within 24-48 hours (based on supplier's daily settlement with their merchant bank)



- Client completes reconciliation process in Works for transactions that did not auto-attach to the Purchase Request (dependent on supplier taking exact amount of payment and/or the card profile that is assigned in Works to that supplier card).



Pros

- The process to load funds to the card is automated using the AP file already in place
- The supplier can take less but no more than the amount of payment authorized
- Cards cannot be used until funds are loaded
- An advice will be sent to the Program Administrator when funds are loaded to the card

Cons

- Remittance advice will not transmit automatically from Works to the suppliers
- Client will have to call or forward the remittance advise email the supplier to notify them to take payment



WorksMatch™ Vendor Analysis

WorksMATCH (TM) Summary	
R (High Potential Merchants)	Merchants known by Works to have accepted commercial card from another customer for A/P payments
W (High Potential Merchants)	Merchants known by Works to have accepted commercial card from another customer
VMC (Possible Merchants)	Merchants known by Visa or Mastercard to have accepted commercial card
TBD (High Spend Merchants)	W and VMC merchants with spend greater than \$10,000,000; require client involvement for program enrollment
P (P-Card Merchants)	W and VMC merchants with spend below \$50,000; suitable for P-Card program
X (Highly Unlikely Merchants)	Merchants with negligible or unknown card acceptance

SUMMARY						
Description	Code	Spend	Merchant Count	Transaction Count	Average Ticket	Avg per Merchant
Potential Invoice Merchants	R	\$ 507,616	4	4\$	126,904 \$	126,904
High Potential Merchants	W	\$ 1,176,575	8	10\$	117,657 \$	147,072
Possible Merchants	VMC	\$ 6,168,006	29	29\$	212,690 \$	212,690
High Volume Merchants	TBD	\$ 0	0	0\$	0 \$	0
P-Card Merchants	P	\$ 3,523,866	255	258\$	13,658 \$	13,819
Highly Unlikely Merchants	X	\$ 92,145,419	180	198\$	465,381 \$	511,919
Totals		\$ 103,521,482	476	499\$	207,458 \$	217,482

Vendor Name	MatchCode	Annual Amount	Transaction Count	ZIP Code	WORKSMATCH
PETROLEUM TRADERS		\$ 682,089	1		W-
CAMCOR INC		\$ 206,293	1		R-
FOLLETT LIBRARY RESOURCES, INC		\$ 143,404	1		R-
ALARMSOUTH		\$ 84,758	1		R-
THE CLEANING MARKET INC		\$ 84,018	1		W-
WINDSTREAM		\$ 74,796	1		W-
RESEARCH ASSOCIATES		\$ 73,598	1		W-
FERGUSON ENTERPRISES INC		\$ 73,162	1		R-
PERFECTION EQUIPMENT CO.		\$ 72,229	1		W-
CHARLOTTE		\$ 68,135	3		W-
ALCO		\$ 66,107	1		W-
THE FRUIT BASKET		\$ 55,603	1		W-

Sample ePayables Value Model

Projected Value of ePayables Based on Client AP Spend

The percentages used to calculate your projected ePayables spend volume are based on historical averages. The actual amounts may vary based on a number of factors.

60% of WorksMATCH A/P spend (R Tab)	\$	304,570
38% of WorksMATCH spend (W Tab)	\$	447,098
5% of Visa match spend (V Tab)	\$	308,400
Projected ePayables spend at maturity	\$	1,060,068
60% of WorksMATCH payments (R Tab)		2
38% of WorksMATCH payments (W Tab)		4
5% of Visa match payments (V Tab)		1
Average per check cost (direct and indirect)	\$	5.00
Value of check elimination	\$	38
Average days float on checks (net 10)		17
Average days float on ePayables (net 10, 30/25 cycle)		50
Additional days float		33
Estimated client cost of funds		3.58%
Estimated client daily cost of funds		0.00981%
Value of float on annual spend	\$	3,431
Potential program spend	\$	1,060,068
Basis points earned (30/25 cycle)		1.32%
Rebate based on potential spend		13,993
Annual value of converting accounts payable payments to ePayables	\$	17,462



North Carolina State University Case Study

A BANK OF AMERICA CASE STUDY

Electronic Payments Put N.C. State at the Head of the Class

With Bank of America, a university gets high marks for switching to efficient and convenient payments.

Innovation, intellectual discipline, creativity, leadership and technological development can be lofty goals for any organization. These goals are all elements in North Carolina State University's (NCSU) mission statement. Now, with help from Bank of America, NCSU is taking their mission one step farther. They're proving that the bottom-line benefits of moving from paper payments to more efficient electronic methods are available to even a sprawling institution of higher learning.



Case in point: In the mid-1890s, hoping to make a dent in the high cost of making small purchases using cash and checks, NCSU gave a small number of its employees Purchasing Cards (PCards). It was the first government entity in the state to try them, and there were plenty of people who worried that putting plastic in employees' pockets was an invitation to monetary waste, fraud and abuse.

"There were a number of my peers that would laughingly shake my hand and say, 'Congratulations, you'll be out of a job within a year,'" recalls Bob Wood, NCSU's director of Materials Management. "They felt it was too risky, you couldn't control people, and there was not enough visibility."

Wood persevered, though, and proved those fears to be unfounded. From that humble beginning, NCSU's PCard program has grown to 1,350 cardholders, 100,000 transactions a year and \$27 million in total annual spending. The State of North Carolina has used the program as a model for other state agencies and the state's top auditor has praised it for adhering to tight internal controls and reducing wasteful spending of the public's money. Little wonder, then, that the university ranks in the top quartile of all academic institutions in card usage, according to the 2007 Purchasing Card Benchmark Survey by RPMG Research Corporation.

"They're leaders in their industry," says Tracey Woggoner, senior card account manager for Bank of America. "They're always ten steps ahead of the game."

Founded in 1887 as a land-grant college, NCSU today is an internationally recognized research institution with more than 31,000 students and 8,000 faculty and staff. Located in the Research Triangle high-tech hub, it offers top programs in mathematics, science, engineering and technology. But the innovation extends well beyond classrooms and laboratories. A commitment to thinking differently about how payments

are made has made it possible for NCSU to take advantage of payment automation and advanced technology — without making major investments up front.

Bank of America's card payment solutions have been key for NCSU. As one of the world's largest financial institutions, Bank of America is at the forefront of the global shift to electronic payments. Their wide range of treasury management products and services helps businesses make the transition smoothly and easily without sacrificing any of the convenience or efficiency that comes with it. Their solutions can be tailored to the specific needs of all types of organizations, whether large or small. In a matter of weeks, businesses can begin eliminating cumbersome paper processes, streamlining purchasing and accounting functions, reducing operating expenses, and protecting against payment fraud and abuse.

PCards are a great example of the power of electronic payment methods. They might look like ordinary charge cards, but they're actually sophisticated tools that can help you more effectively manage the entire payables process. For starters, there's the convenience of making small purchases, especially those that need to be made quickly or remotely, with a PCard. Simply by shifting spending to plastic, you can say goodbye to the hassle and some of the risks associated with handing out petty cash or asking employees to pay out of pocket and then having to issue paper checks to reimburse them. Liability protection of up to \$100,000 per cardholder can reduce the potential impact of misuse.

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PCards are financially more efficient than paper payments, too. Fewer checks are written, so less is paid in processing costs and bank fees. Spending is consolidated into one monthly payment that can be deferred by as much as 25 days from the end of the billing cycle, which also lengthens float. And with Works®, Bank of America's powerful and flexible Web-based portal, businesses can manage their PCards in real time with an annual average uptime rate of 99.98%. From setting up accounts and authorizing purchases to reconciling with the General Ledger and generating customized reports, businesses have visibility and control you don't have with paper processes. NCSU has used this system to establish 40 different spending profiles from which administrators can choose when setting up a new cardholder. They can also download transaction files daily. The Works platform has robust security features, and because it's Web-based, there's never any software to install or hardware to upgrade.

A BANK OF AMERICA CASE STUDY

Then there's the matter of the rebate, an annual cash bonus based on the amount of PCard spending. Says Wood, "You quickly get to the point where you rely on the rebate to pay program expenses."

Indeed, NCSU might have started small, but in recent years it has pushed into new territory, bumping up its use of PCards and, in turn, its rebate. Car rental and airfare expenses were added in 2004 and hotel expenses in 2008. Those moves doubled total spending on the card. Also in 2008, the university opened a Marketplace on the Web where employees can make discounted purchases using "vendor cards" from 15 different suppliers, including FedEx, Staples, Office Depot and Fisher Scientific. The business-to-business system, which was created internally using the e-procurement capability in the university's ERP package, now accounts for one-third of NCSU's total PCard use, and its key vendors of books and janitorial supplies are being encouraged to sign up, too.

PCards have proven so effective, NCSU is hoping to expand their use even further in the future. One idea is to give "desliding balance" PCards instead of cash to students who get stipends to go on service trips for spring break or athletes who receive a per-diem allowance when they travel to away games or meets. The Merchant Category Code control capability during card setup could allow the university to prevent unauthorized use of those funds, which it knows happens with cash.

Contrary to what many people think, PCards, like all electronic payment methods, have an inherent transparency that makes them less risky than cash, check, wire or money orders. Several years ago, apparently concerned about the risk of expanding PCard use, North Carolina's State auditor took an in-depth look at the various university PCard programs in the University of North Carolina system, even promising to publish his findings in a report. But when he found that PCards were actually saving the state money, the report was never published. Wood says, "There's more detail, which makes it more visible. If you're inclined to try to slip something through, you'll be less inclined if you know it's all coming through a system in which more people see that detail."

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And now NCSU can enjoy additional benefits of electronic payments with a solution they implemented in 2008. With ePayables, Bank of America's card-based automated electronic payment system, the university can shift more spending from paper checks to electronic payments. ePayables can be managed separately from or together with a PCard program and

specifically targets an automated payment option for accounts payable with no physical cards issued. Through patented technology Bank of America can enable payers to dynamically fund cards and deliver remittance information and payment initiation instructions to vendors. Payments are initiated and managed using the same Web-based ERP-friendly system that it uses for the PCards. This solution can better streamline the accounts payable process and adds even more to NCSU's rebate. Bank of America handles the legwork of educating vendors about the benefits of electronic payments and encouraging them to sign them up, as it does with all of its ePayables clients. Best of all, the vendor support Bank of America offers does not end with implementation.

Wood says, "This is one of the easiest ways to improve our payments process, reduce costs and generate revenue that we're going to find."

"We keep working to recruit new vendors because the benefits are so great," Wood says. "This is one of the easiest ways to improve our payments process, reduce costs and generate revenue that we're going to find."

Another option that NCSU is looking at is Bank of America's Card Shuffle, a disposable account number that can be given to infrequent vendors or those with smaller purchase orders to automate one-time payments. Says Wood, "There are still some opportunities out there. Anything we can do to automate it and reduce keystrokes and reduce writing checks on the backside, that's what we're after."

To help the university understand the opportunity to increase its use of card-based electronic payment options, Bank of America and Visa Inc. are currently analyzing its annual spending (excluding payroll and construction). The goal is to identify vendors of NCSU that would accept plastic but are still being paid by check or wire and to quantify the potential benefits from migrating them to PCards or ePayables.

For Wood, it's this kind of creative thinking and collaboration that he hopes will encourage people to think differently about the way they handle payments. "We need all the pieces to get people to say, 'Wow, this is a no-brainer,'" he says. "We're not rocket scientists. We're not creating anything that's not already there. We're just taking advantage of it. If there's an easy way to do it, why not do that?"

If you'd like to learn more about how PCards and ePayables can help your organization realize greater efficiency and transparency in the way it handles payables, contact your Bank of America representative today.

Bank of America
Merrill Lynch



Thank You !





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/01/2011

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 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 Marsh USA Inc. 100 North Tryon Street, Suite 3200 Charlotte, NC 28202	CONTACT NAME: PHONE (A/C No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____																					
055943-A.-II.-11-12 EVIDEN NC EVIDEN CASUA	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td style="width: 5%;">INSURER A:</td> <td style="width: 85%;">National Union Fire Ins Co Pittsburgh PA</td> <td style="width: 10%; text-align: center;">19445</td> </tr> <tr> <td>INSURER B:</td> <td>Old Republic Insurance Co</td> <td style="text-align: center;">24147</td> </tr> <tr> <td>INSURER C:</td> <td>(See Page 2)</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	National Union Fire Ins Co Pittsburgh PA	19445	INSURER B:	Old Republic Insurance Co	24147	INSURER C:	(See Page 2)		INSURER D:			INSURER E:			INSURER F:		
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COVERAGES CERTIFICATE NUMBER: ATL-002988249-05 **REVISION NUMBER:** 7

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <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			MWZY59316 * This coverage applies only if required by written contract.	08/01/2011	08/01/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Excluded MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000* GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000* \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			MWTB21322	08/01/2011	08/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			BE18158121	08/01/2011	08/01/2012	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Policy # see page 2	08/01/2011	08/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 (Please see page 2 for additional information).

CERTIFICATE HOLDER Bank of America NA NC1-028-16-01 One Bank of America Center 150 North College Street Charlotte, NC 28255-0001	CANCELLATION 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 of Marsh USA Inc. Sara H. Ebner <i>Sara H. Ebner</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Bank of America Corporation and any and all subsidiaries Mail Code: NC1-028-16-01 One Bank of America Center 150 North College Street Charlotte, NC 28255-0001	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

The General Liability limit shall not exceed the amount stated in the contract between Bank of America Corporation and the certificate holder.
 The certificate holder is an additional insured under General Liability as their interest may appear, but only if required by written contract with the named insured.

Workers Compensation and Employers Liability (continued from page 1)
 Carriers and Policy Numbers:

- Policy #WLRC46483339 (08/01/2011 - 08/01/2012) Indemnity Insurance Company of North America
 Including the following state(s): AK AL AR CO CT DC DE FL GA HI IA ID IL IN KS KY LA MD ME MI MN MO MS MT
 NC NE NH NJ NM NV OK OR PA RI SC SD TN TX UT VA VT WV WY
- Policy #WLRC46483352 (08/01/2011 - 08/01/2012) ACE American Insurance Company
 Including the following state(s): AZ CA MA
- Policy No. #SCFC46483327 (08/01/2011 - 08/01/2012) ACE American Insurance Company
 Including the following state(s): WI
- Policy No. #WCUC46483315 (08/01/2011 - 08/01/2012) ACE American Insurance Company
 Including the following state(s): WA
 This policy is subject to a Self-Insured Retention of \$1,000,000 per accident.
- Policy No. #WCUC46483303 (08/01/2011 - 08/01/2012) ACE American Insurance Company
 Including the following state(s): OH
 This policy is subject to a Self-Insured Retention of \$1,000,000 per accident.
- Policy No. #WLRC46483340 (08/01/2011 - 08/01/2012) Indemnity Insurance Company of North America
 Including the following state(s): NY



STATE OF FLORIDA
Office of the Chief Financial Officer
Division of Treasury
Bureau of Collateral Management

CERTIFICATE OF QUALIFIED PUBLIC DEPOSITORY
UNDER THE FLORIDA SECURITY FOR
PUBLIC DEPOSITS ACT

This is to certify that

BANK OF AMERICA, N.A.
101 SOUTH TRYON STREET
CHARLOTTE, NORTH CAROLINA 28255

has fully qualified as a public depository pursuant to Chapter 280, Florida Statutes, otherwise known as the Florida Security for Public Deposits Act. As such, said bank or savings association is hereby designated to receive public deposits, as defined in Subsection 280.02(13), Florida Statutes.

Given under my hand this 10th day of August, 2011.

A handwritten signature in black ink, appearing to read "J. B. Stewart", written over a horizontal line.

CHIEF FINANCIAL OFFICER, STATE OF FLORIDA

Equal Employment Opportunity and Affirmative Action Policy Statement



To my teammates:

At Bank of America, we work to build a culture that is diverse, inclusive and free of discrimination or harassment. Specifically, we do not tolerate discrimination or harassment on the basis of race, gender, gender identity, color, religion, sex, sexual orientation, national origin, age, disability status, veteran status or any other factor that is irrelevant to the performance of our teammates. We also prohibit discrimination on other bases such as ancestry, medical condition, or marital status.

Our commitment to diversity is a commitment to individuals and to the team. It's about creating an environment in which all associates can fulfill their potential without artificial barriers, and in which the team is made stronger by the diverse backgrounds, experiences and perspectives of individuals. It's about giving all of us – individually and together – the best possible chance to succeed.

As we work together to create the best place to work, it is critical that all associates embrace the spirit of this policy in business decisions and behaviors, and demonstrate a personal commitment to promoting diversity and inclusion in our company. As we do, I look forward to all we will achieve together.

A handwritten signature in black ink, appearing to read "Brian F. Moynihan".

Brian F. Moynihan

Chief Executive Officer and President