

**CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM**

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at open forum more often than once per month.**

In addition, please silence your cell phones when entering the Council Chambers!

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

- 2.2.4 The open forum is a limited public forum and all matters discussed shall relate to affairs of the City. No person may use the open forum to speak on such matters and in such a manner as to violate the laws governing the conduct of municipal affairs. No person shall be permitted to speak on matters related to the current or advance agendas, potential or pending hearing items, or ballot propositions for a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not make personal comment or verbal insults about any individual.
- 2.2.6 In an effort to encourage wider participation in open forum so that the Council can hear a wide array of citizen comment, no person shall be permitted to speak at open forum more often than once per month. However, this limitation has no effect on the public comment rules concerning items on the Council's current legislative agenda, special consideration items, hearing items, and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits

- 5.3.1 Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- 5.3.2 No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide his or her address as a condition of recognition. In order for a council member to be recognized by the Chair for the purpose of obtaining the floor, the council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- 5.3.3 Each person speaking at the public microphone shall verbally identify him(her)self by name and, if appropriate, representative capacity.
- 5.3.4 Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- 5.3.5 In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, applause, profanity, vulgar language, or personal insults will be permitted.
- 5.3.6 A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- 5.3.7 When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- 5.3.8 When any person, including members of the public, City staff and others are addressing the Council, council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order* shall extend to all speakers before the City Council. The council president pro-tem shall be charged with the task of assisting the council president to insure that all individuals desiring to speak, be they members of the public, staff or council members, shall be identified and provided the opportunity to speak.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, APRIL 24, 2017

MISSION STATEMENT

TO DELIVER EFFICIENT AND EFFECTIVE SERVICES
THAT FACILITATE ECONOMIC OPPORTUNITY
AND ENHANCE QUALITY OF LIFE.

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER BREEAN BEGGS

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER AMBER WALDREF

CITY COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

ADDRESSING THE COUNCIL

- No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the entrance and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

SPEAKING TIME LIMITS: Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Christine Cavanaugh at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ccavanaugh@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. Cavanaugh at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

If you have questions, please call the Agenda Hotline at 625-6350.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

1. Renew Value Blanket Orders with:

Approve
All

- a. Haskins Steel (Spokane, WA) for Miscellaneous Stock Steel for various Departments—\$200,000 (incl. tax).

Dan Kegley

OPR 2016-0446
BID 3927-13

- b. Oxarc, Inc. (Spokane, WA) for an annual supply of Liquid Chlorine in 150# and one ton cylinders—\$65,000 estimated annual expenditure (incl. tax).

Dan Kegley

OPR 2016-0558
BID 4260-16

- c. Shamrock Paving and Inland Asphalt, as a group, for asphaltic mixes for use by Street Maintenance, Sewer, and Water & Hydroelectric Services Departments—\$1,750,000 (incl. tax).

Gary Kaesemeyer

OPR 2014-0264
BID 4006-14

- d. Traffic Safety Supply (Portland, OR) for aluminum sign blanks—not to exceed \$80,000 (incl. tax).

Gary Kaesemeyer

OPR 2016-0255
BID 4230-16

- | | | | |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|------------------------------|
| 2. | Approval of one-year Value Blanket Orders with: | Approve
All | |
| | a. Alpine Products (Auburn, WA) for Traffic Paint utilizing WA State Contract #07609 and Pierce County Contract SC-104806 via interlocal agreement (OPR 1995-0065)—not to exceed \$95,000 (incl. tax). | | OPR 2017-0276 |
| | b. Flint Trading Inc. (Thomasville, NC) for Preformed Thermoplastic Products—not to exceed \$85,000 (incl. tax). | | OPR 2017-0277
BID 4348-17 |
| | c. Specialty Asphalt (Spokane, WA) for SA Premier Hot Pour Rubberized Sealant accessing WA State Contract #01211—Not to exceed \$115,000 (incl. tax). | | OPR 2017-0278 |
| | Gary Kaesemeyer | | |
| 3. | Contract with Infor Public Sector Inc. (Alpharetta GA) to license, use and provide annual CAD Maintenance for the proprietary EnRoute Emergency Systems software from May 1, 2017 through April 30, 2018—\$58,431.81. | Approve | OPR 2014-0212 |
| | Brian Schaeffer | | |
| 4. | Interlocal Agreement with Washington State Department of Natural Resources to provide mutual assistance and cooperation in the control and suppression of forest land fire within the protection are of the Department of Natural Resources and the Fire Department. | Approve | OPR 2017-0279 |
| | Brian Schaeffer | | |
| 5. | Contract with Michael Terrell Landscape Architecture, PLLC dba MTLA (Liberty Lake, WA) for furnishing Cochran Downriver Master Planning (reference Department of Ecology Loan L1400015)—\$59,549 plus 15% administrative reserve. | Approve | OPR 2017-0280
ENG 2012500 |
| | Marcia Davis | | |
| 6. | Interlocal Agreement with Spokane County in conjunction with the Safety and Justice Challenge Financial Assistance Award from the John D. and Catherine T. MacArthur Foundation—Total funding from Spokane County is \$110,985. | Approve | OPR 2017-0281 |
| | Michael Sloon | | |
| 7. | Accept the Continuum of Care Program Award from Housing and Urban Development and approval for Community Housing & Human Services to enter into contract for the awarded projects—\$3,776,210 Revenue. | Approve
and
Authorize
Contracts | OPR 2017-0282 |
| | Rebekah Hollwedel | | |

- | | | | |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|---------------------------------------------|
| 8. | Low Bid of Clearwater Construction Management (Spokane, WA) for I03 Control Facility (TJ Meenach CSO) and Cochran Stormwater at Grace—\$7,994,831.04 (plus tax). An administrative reserve of \$799,483.10 which is 10% of the contract price (plus tax) will be set aside.
Dan Buller | Approve | PRO 2017-0013
ENG 2013214
ENG 2012500 |
| 9. | Five-year Contract with US Bank for banking services, from January 1, 2017 through December 31, 2021—estimated \$1,000,000/year. (The contract may be renewed by mutual agreement for one 5-year extension.) (This replaces the previously presented contract extension that was approved by City Council on December 12, 2016.)
Kim Bustos | Approve | OPR 2017-0284
BID 4249-16 |
| 10. | Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2017, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve
&
Authorize
Payment | CPR 2017-0002 |
| 11. | City Council Meeting Minutes: _____, 2017. | Approve
All | CPR 2017-0013 |

EXECUTIVE SESSION

(Closed Session of Council)

(Executive Session may be held or reconvened during the 6:00 p.m. Legislative Session)

CITY COUNCIL SESSION

(May be held or reconvened following the 3:30 p.m. Administrative Session)

(Council Briefing Center)

This session may be held for the purpose of City Council meeting with Mayoral nominees to Boards and/or Commissions. The session is open to the public.

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENT

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Spokane Airport Board: One Reappointment

Confirm

CPR 1982-0071

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

(Committee Reports for Finance, Neighborhoods, Public Safety, Public Works, and Planning/Community and Economic Development Committees and other Boards and Commissions)

OPEN FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35457 passed by the City Council November 28, 2016, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:

- ORD C35491** **Miscellaneous Grants Fund - Revenue**
FROM: Community Court Grant - Dept. of Justice, \$192,589 (Revenue);
MacArthur Grant – Spokane County, \$89,537; and Anti-Gang
Grant - Dept. of Justice, \$289,333;
- Miscellaneous Grants Fund - Expense**
TO: Community Court Grant (various accounts), \$192,589; MacArthur
Grant – Spokane County (various accounts), \$89,537; and Anti-
Gang Grant – Dept. of Justice (various accounts) \$289,333.

(This action allows budgeting for various Grants in the Miscellaneous Grants Fund.)

Crystal Marchand

- ORD C35492** **Parks & Recreation Fund**
FROM: Administration, Parks Planning-Reserve, \$92,807;
TO: Administration, Parks Planning, various accounts, same amount.

[This action allows the creation of an additional Park Planning and Development Manager position (from 0 to 1).]

Mark Buening

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2017-0028** Setting a hearing before the City Council for May 15, 2017, for the vacation of 895 square feet of the right-of-way near the Northwest corner of the intersection of North Altamont Street and East Main Avenue as requested by Playfair Commerce Park. (East Central Neighborhood)
Eldon Brown
- RES 2017-0029** Authorizing contract with a private licensed organization to purchase pictures or take pictures of city-owned real estate in Riverfront Park by use of a drone to be used for community education and outreach, documentation, and planning purposes.
Fianna Dickson
- RES 2017-0030** Supporting the Central City Line application for Federal Transit Administration Small Starts Funding. **Council Member Waldref**

RES 2017-0031 (To be considered under Special Considerations Item S1.a.)

FIRST READING ORDINANCE

(No Public Testimony Will Be Taken)

ORD C35493 Relating to the Northeast Public Development Authority; amending Ordinance No. C34813.

Melissa Owen

FURTHER ACTION DEFERRED

SPECIAL CONSIDERATIONS

(If there are items listed you wish to speak on, please sign your name on the sign-up sheets in the Chase Gallery.)

RECOMMENDATION

- | | | | |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------------|
| S1. | a. Resolution 2017-0031 for the purpose of authorizing a loan to Ridpath Club Apartments, LLC for the acquisition and use of the Ridpath Building as affordable housing; amending Resolution No. 2016-0019; and other matters properly relating thereto. | Adopt | RES 2017-0031 |
| | b. Multiple Family Housing Tax Exemption Conditional Contract for 214 units across two buildings at 502 & 514 West First (aka 515 West Sprague), including 206 apartments and 8 condominium units. (Riverside Neighborhood) | Approve | OPR 2017-0283 |

Jonathan Mallahan

NO HEARINGS

Motion to Approve Advance Agenda for April 24, 2017
(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED)

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

ADJOURNMENT

The April 24, 2017, Regular Legislative Session of the City Council is adjourned to May 1, 2017.

NOTES

**Agenda Sheet for City Council Meeting of:**

04/24/2017

<u>Date Rec'd</u>	4/11/2017
<u>Clerk's File #</u>	OPR 2016-0446
<u>Renews #</u>	

Submitting Dept	WATER & HYDROELECTRIC SERVICES	Cross Ref #	
Contact Name/Phone	DAN KEGLEY 625-7821	Project #	
Contact E-Mail	DKEGLEY@SPOKANECITY.ORG	Bid #	BID #3927-13
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	4100-WATER RENEWAL OF VB FOR MISC STOCK STEEL		

Agenda Wording

Renew Value Blanket Order with Haskins Steel (Spokane, WA) for Miscellaneous Stock Steel for the City of Spokane Departments - \$200,000.00 including tax

Summary (Background)

On March 25, 2013 sealed bids were opened to provide the City of Spokane with an annual supply of miscellaneous stock steel to be purchased as needed throughout the year. The bid allowed for four (4) one-year renewals - this is the fourth renewal

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 200,000.00	#	various
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PWC 4/10/17
<u>Finance</u>	CLINE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	TPRINCE	
<u>For the Mayor</u>	SANDERS, THERESA	TAXES & LICENSES	
<u>Additional Approvals</u>			
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER
Public Works Committee
Water & Hydroelectric Services
April 10, 2017

Subject

Value Blanket Order with Haskins Steel (Spokane, WA) for Miscellaneous Stock Steel to be used by various City of Spokane departments on an as-needed basis valued at \$200,000.00 including tax.

Background

Request for Bids #3927-13 was opened March 25, 2013 to provide an annual supply of miscellaneous stock steel to the City of Spokane as needed throughout the year. The bid allowed for four (4) optional annual renewals at mutual agreement not to exceed a total term of five (5) years. This is the last of the four (4) renewals.

The primary user of this order is the Water & Hydroelectric Services department.

Impact

This order supports the compliant procurement of stock steel for the City of Spokane through April 2018.

Action

Recommend approval.

Funding

Funding for this purchase will be pulled as-needed from the various department budgets.

**Agenda Sheet for City Council Meeting of:**

04/24/2017

<u>Date Rec'd</u>	4/11/2017
<u>Clerk's File #</u>	OPR 2016-0558
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	BID #4260-16
<u>Requisition #</u>	RE #18488

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES
<u>Contact Name/Phone</u>	DAN KEGLEY 625-7821
<u>Contact E-Mail</u>	DKEGLEY@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	4100 - WATER RENEWAL OF BLANKET ORDER FOR CHLORINE

Agenda Wording

Renewal of Blanket Order with Oxarc, Inc. (Spokane, WA) for an annual supply of Liquid Chlorine in 150# and one ton cylinders - \$65,000 estimated annual expenditure including tax

Summary (Background)

On July 11, 2016 City Council awarded a Blanket Order to Oxarc Inc. (OPR 2016-0558) for the annual supply of Liquid Chlorine. This bid called for four (4) one-year optional renewals of which this is the first.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 63,000	# 4100-42460-34145-53201
Expense \$ 2,000	# 4100-42440-34148-53210
Select \$	#
Select \$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	KEGLEY, DANIEL
<u>Division Director</u>	SIMMONS, SCOTT M.
<u>Finance</u>	CLINE, ANGELA
<u>Legal</u>	DALTON, PAT
<u>For the Mayor</u>	SANDERS, THERESA

<u>Additional Approvals</u>	
<u>Purchasing</u>	PRINCE, THEA

Study Session**Other**

PWC 4/10/17

Distribution List

TPRINCE

SJOHNSON

BRIEFING PAPER
Public Works Committee
Water & Hydroelectric Services
April 10, 2017

Subject

Blanket Order with Oxarc Inc. (Spokane, WA) for Liquid Chlorine to be ordered on an as-needed basis for one year valued at an estimated annual amount of \$65,000.00 including tax.

Background

Request for Bids #4260-16 was opened May 23, 2016 to provide an annual supply of liquid chlorine in 1 ton and 150 lb. tanks to the Water & Hydroelectric Services department as needed throughout the year. The bid allowed for two (2) optional annual renewals at mutual agreement. This is the first of the two (2) renewals.

Impact

This order supports the compliant procurement of chlorine for water disinfection through April 2018.

Action

Recommend approval.

Funding

All funding for this purchase will be from the Water & Hydroelectric Services department budget.

**Agenda Sheet for City Council Meeting of:**

04/24/2017

<u>Date Rec'd</u>	4/11/2017
<u>Clerk's File #</u>	OPR 2014-0264
<u>Renews #</u>	

Submitting Dept	STREETS	Cross Ref #	
Contact Name/Phone	GARY 232-8810	Project #	
Contact E-Mail	GKAESEMEYER@SPOKANECITY.ORG	Bid #	BID #4006-14
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	1100-STREET ASPHALTIC MIXES RENEWAL #3		

Agenda Wording

Renew annual blanket orders with Shamrock Paving and Inland Asphalt, as a group, for asphaltic mixes for use by Street Maintenance, Sewer and Water & Hydro Electric Services Departments - \$1,750,000.00 including tax

Summary (Background)

On April 14, 2014 City Council approved the award of annual blanket orders to the above referenced vendors (OPR 2014-0264) Contracts with both vendors will allow the City to haul from the location most economical for the job sites. Due to the volatility of this product, vendors will provide pricing on a monthly basis. This is the third of four (4) one-year renewals.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 1,750,000.00	#	various
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CHILDS, BRANDON	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PWC 4/10/17
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	TPRINCE	
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER
Public Works Committee
Street Department
March 27, 2017

Subject

Renewal of the Annual Blanket Orders for Asphalt Mixes with Inland Asphalt and Shamrock Paving, all local companies.

Background

This material is used by the Street Department, Parks Department, Sewer Maintenance and Water Department. The City of Spokane Purchasing Department requested bids in 2014 (Bid # 2014-14) from the major asphalt producers in the region. This is the second (2nd) of four (4) optional one-year renewals. The estimated annual cost for all departments is \$1,750,000.

Impact

The Street Department plans to grind and overlay approximately 8 lane miles of arterial streets and about 3.5 lane miles of residential streets, along with patching sewer and water cuts for the City Utilities.

Action

Approve the use of Annual Blanket Orders for Asphalt Mixes from both Inland Asphalt and Shamrock Paving.

Funding

This has been programmed in to the Departments' 2017 budget.

**Agenda Sheet for City Council Meeting of:**

04/24/2017

<u>Date Rec'd</u>	4/11/2017
<u>Clerk's File #</u>	OPR 2016-0255
<u>Renews #</u>	

<u>Submitting Dept</u>	STREETS	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	GARY 232-8810	<u>Project #</u>	
<u>Contact E-Mail</u>	GKAESEMEYER@SPOKANECITY.ORG	<u>Bid #</u>	BID #4230-16
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	VALUE BLANKET
<u>Agenda Item Name</u>	1100-RENEWAL OF VB FOR ALUMINUM SIGN BLANKS		

Agenda Wording

Renewal Value Blanket Order for aluminum sign blanks to Traffic Safety Supply (Portland, OR) - not to exceed \$80,000.00 including tax

Summary (Background)

On 3/28/16 City Council awarded Bid #4230-16 for aluminum sign blanks to Traffic Safety Supply (OPR #2016-0255). This bid was written for an original contract of two (2) years but only one (1) year was approved on the Agenda Sheet. This is to approve the second year of the original Value Blanket Order -

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 80,000.00	#	VARIOUS
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CHILDS, BRANDON	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PWC 4/10/17
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	TPRINCE	
<u>For the Mayor</u>	SANDERS, THERESA	MEVELAND	
<u>Additional Approvals</u>		TAXES & LICENSES	
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER
Public Works Committee
Street Department
March 14, 2016

Subject

Approval of a 1-year Value Blanket Order for aluminum Sign Blanks, from Traffic Safety Supply Co., Portland, Oregon, using City of Spokane Bid #4230-16, not to exceed \$80,000.00.

Background

The Street Department worked with the Purchasing Department in producing a Request For Bid (#4230-16); which was awarded to Traffic Safety Supply Co.

Impact

The Signs and Markers Section is responsible for installation, maintenance and timely replacement of traffic signing that has become worn out or damaged. Signs and Markers manufactures over 4,000 traffic signs each year. The production, installation and maintenance of the 89,412 traffic signs is part of Street Department's Signs and Markers annual tasks.

Action

Approve the use of a Value Blanket Order using Bid #4230-16, for the purchase of aluminum Sign Blanks from Traffic Safety Supply Co., on an "as needed" basis.

Funding

This has been programmed in to the Street Department's 2016 budget and the budget code is 1100-21400-42640-54850.

**Agenda Sheet for City Council Meeting of:**

04/24/2017

<u>Date Rec'd</u>	4/11/2017
<u>Clerk's File #</u>	OPR 2017-0276
<u>Renews #</u>	

Submitting Dept	STREETS	Cross Ref #	
Contact Name/Phone	GARY 232-8810	Project #	
Contact E-Mail	GKAESEMEYER@SPOKANECITY.ORG	Bid #	WA STATE
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	1100-STREET PURCHASE OF TRAFFIC PAINT		

Agenda Wording

Approval of a one-year Value Blanket Order with Alpine Products (Auburn, WA)for Traffic Paint - not to exceed \$95,000.00 including tax

Summary (Background)

By Accessing Wa State Contract #07609 and Pierce County Contract SC-104806 via Interlocal Agreement OPR 1995-0065 this gives the City of Spokane a better chance of being able to purchase paint incase of a shortage.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 95,000.00	#	various
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CHILDS, BRANDON	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PWC 4/10/17
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	TPRINCE	
<u>For the Mayor</u>	SANDERS, THERESA	MEVELAND	
<u>Additional Approvals</u>		TAXES & LICENSES	
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER
Public Works Committee
Street Department
April 10, 2017

Subject

Approval of a 1-year Value Blanket Order for Traffic Paint from Alpine Products Inc., Auburn, WA, using Washington State Contract (#07609), and Pierce County contract (SC-104806), not to exceed \$95,000.00 annually.

Background

Due to supply issues in 2010-2011, the City is sourcing paint from multiple vendors.

Working with the Purchasing Department, the Street Department will use the approved Washington State contract (#07609), or Pierce County contract (SC-104806) via Interlocal Agreement OPR #1995-0065, for purchasing traffic paint.

The Washington State contract was awarded to Ennis-Flint, Ennis, TX (Local Agency vendor was assigned to Alpine Products Inc.). The current contract has been extended through February 28th, 2018.

The Pierce County contract was awarded to Alpine Products Inc., Auburn, WA (manufactured by Ennis-Flint). The current contract expires March 13, 2018, with up to four one-year extensions. The City has an Interlocal Agreement with Pierce County to allow the City to access already competed contracts.

Impact

The Signs and Markers Section maintains over 3.2 million linear feet of lane striping, 807 crosswalks, 751 stop bars and 708 roadway stencils, in paint, each year. The installation and maintenance of lane lines, marked crossings and other pavement markings is part of Street Department's annual tasks. Roadway markings provide important information to all roadway users, increasing safety and the efficient movement of the traveling public.

Action

Approve the use of a Value Blanket Order using Washington State Contract (#07609), and Pierce County contract (SC-104806), for the purchase of traffic paint from Ennis-Flint and Alpine Products, on an "as needed" basis.

Funding

This has been programmed in to the Street Department's 2017 budget and the budget code is 1100-21400-42640-54850.

**Agenda Sheet for City Council Meeting of:**

04/24/2017

Agenda Sheet for City Council Meeting of: 04/24/2017		<u>Date Rec'd</u>	4/11/2017
		<u>Clerk's File #</u>	OPR 2017-0277
		<u>Renews #</u>	
<u>Submitting Dept</u>	STREETS	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	GARY KAESEMEYER 232-8810	<u>Project #</u>	
<u>Contact E-Mail</u>	GKAESEMEYER@SPOKANECITY.ORG	<u>Bid #</u>	4348-17
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	VALUE BLANKET ORDER
<u>Agenda Item Name</u>	1100-STREET PURCHASE OF PREFORMED THERMOPLASTIC PRODUCTS		
<u>Agenda Wording</u> Approval of one-year Value Blanket Order for Preformed Thermoplastic Products from Flint Trading Inc. (Thomasville, NC) - not to exceed \$85,000 including tax			
<u>Summary (Background)</u> On April 3, 2017 sealed bids were opened to provide the City of Spokane Street Department with miscellaneous preformed Thermoplastic Paving Markings. Two (2) responses were received with Flint Trading being the lowest responsive bidder. These thermoplastic pavement markings will be ordered on an "as needed" basis. There are four (4) one-year optional renewals built into this award.			
<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 85,000.00	# VARIOUS	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CHILDS, BRANDON	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PWC 4/10/17
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	TPRINCE	
<u>For the Mayor</u>	SANDERS, THERESA	MEVELAND	
<u>Additional Approvals</u>		TAXES & LICENSES	
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER
Public Works Committee
Street Department
April 10, 2017

Subject

Approval of a 1-year Value Blanket Order for Preformed Thermoplastic products, from Flint Trading Inc., Thomasville, N.C., using City of Spokane Bid #4348-17 not to exceed \$85,000.00.

Background

The Street Department worked with the Purchasing Department in producing a Request For Bid (#4348-17); which was awarded to Flint Trading Inc. There are up to four (4) one-year optional renewal periods.

Impact

The Signs and Markers Section is responsible for the maintenance of 614 marked crossings, 493 stop bars, and 316 roadway stencils, in thermoplastic, each year. The installation and maintenance of the combined 1423 thermoplastic markings is part of Street Department's annual tasks. Roadway markings provide important information to all roadway users while allowing minimal diversion of attention from the roadway. Thermoplastic installation and maintenance costs are greater than that of painted markings. Paint only last about one year whereas the estimated lifespan of thermoplastic is 3 to 5 years; this adds to year-round visibility for the roadway users, reduces exposure for workers in the roadway and allows workers to accomplish more signing and striping tasks on an annual basis.

Action

Approve the use of a Value Blanket Order using Bid #4348-17, for the purchase of Preformed Thermoplastic products from Flint Trading Inc., on an "as needed" basis.

Funding

This has been programmed in to the Street Department's 2017 budget and the budget code is 1100-21400-42640-54850.

Preformed Thermoplastic Pavement Markings
BID 4348-17 OPEN: 4/03/17

			TRAFFIC SAFETY SUPPLY		FLINT TRADING	
QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Ea.	FLINT 2000EX HEAT TORCH	\$938.20	\$938.20	\$938.20	\$938.20
4	Ea.	#53236036UL IGNITION WIRE W/PLUG	\$39.60	\$158.40	\$65.00	\$260.00
4	Ea.	#53137023 SHRINK SLEEVE, EXTENSION	\$22.00	\$88.00	\$20.00	\$80.00
4	Ea.	#53248076UL GAS TAP VALVE	\$101.20	\$404.80	\$92.000	\$368.00
2	PKGS	ONLY, #8130102	\$192.94	\$385.88	\$182.37	\$364.74
1	PKGS	BIKE RIDER W/HELMET (5 PER PACK), #89230524SPRHS	\$584.66	\$584.66	\$552.62	\$552.62
2	PKGS	MINI STRAIGHT ARROW (2 PER PACK), #89330268HS	\$104.03	\$208.06	\$94.53	\$189.06
10	Ea.	SHARED LANE USE #892301464HS	\$150.45	\$1,504.50	\$142.07	\$1,420.70
50	PKGS	WHITE 4" X 36" (90' PER PACK), #PM600100	\$128.77	\$6,438.50	\$121.72	\$6,086.00
5	PKGS	WHITE 6" X 36"	\$128.77	\$643.85	\$121.72	\$608.60
50	PKGS	WHITE 8" X 24" (60' PER PACK), #8433062	\$171.70	\$8,585.00	\$162.29	\$8,114.50
50	PKGS	WHITE 8" X 36' (45' PER PACK), #PM600102	\$128.77	\$6,438.50	\$121.72	\$6,086.00
50	PKGS	WHITE 24" X 36" (15' PER PACK), #8430566	\$128.77	\$6,438.50	\$121.72	\$6,086.00
20	PKGS	SUPER BUNDY PLUS PAD 8" X 8" (80 PER PACK), #8434056	\$156.88	\$3,137.60	\$148.28	\$2,965.60
5	PKGS	YELLOW 4" X 36" (90' PER PACK), #PM600101	\$137.97	\$689.85	\$130.41	\$652.05

2	PKGS	YIELD LINE "SHARK'S TEETH" 12" x 18" (25 PER PK), #8232503	\$217.47	\$434.94	\$205.55	\$411.10
20	PKGS	BLACK 2" X 36", (120' PER PACK), #8434080BKNB	\$102.27	\$2,045.40	\$96.67	\$1,933.40
2	EA	CONTRASTING RETROFIT KIT FOR "BUS" #8130117 CONT	\$101.09	\$202.18	171.40	\$342.80
2	EA	"BUS", # 8130117	\$159.07	\$318.14	\$150.35	\$300.70
20	Gal	PREMARK SEALER (4 x 1 GL), #624206	\$46.30	\$926.00	\$44.10	\$882.00
20	PKGS	WA.STATE LOW SPEED ARROW LEFT (2 PER PACK), #3302276L	\$130.96	\$2,619.20	\$123.79	\$2,475.80
10	PKGS	WA.STATE LOW SPEED ARROW RIGHT (2 PER PACK), #3302276R	\$130.96	\$1,309.60	\$123.79	\$1,237.90
20	EA	WA.STATE LOW SPEED ARROW LEFT, #3301277L	\$124.98	\$2,499.60	\$118.13	\$2,362.60
10	EA	WA.STATE LOW SPEED ARROW RIGHT, #3301277R	\$124.98	\$1,249.80	\$118.13	\$1,181.30
5	PKGS	WA.STATE LOW SPEED ARROW STRAIGHT (2 PER PACK), #3302275	\$135.85	\$679.25	\$128.41	\$642.05
4	EA	CONTRASTING RETROFIT KIT FOR WA.STATE LOW SPEED ARROW LEFT, #3302276L	\$118.36	\$473.44	\$74.24	\$296.96
4	EA	CONTRASTING RETROFIT KIT FOR WA.STATE LOW SPEED ARROW RIGHT, #3302276R	\$118.36	\$473.44	\$74.24	\$296.96
2	EA	CONTRASTING RETROFIT KIT FOR WA.STATE LOW SPEED ARROW LEFT,	\$252.23	\$504.46	\$158.22	\$316.44

		#3301277L				
2	EA	CONTRASTING RETROFIT KIT FOR WA.STATE LOW SPEED ARROW RIGHT, #3301277R	\$252.23	\$504.46	\$158.22	\$316.44
4	EA	CONTRASTING RETROFIT KIT FOR WA.STATE LOW SPEED ARROW STRAIGHT, #3302275	\$122.87	\$491.48	\$77.07	\$308.28
		TOTAL BID		\$51,375.69		\$48,076.80
		WA STATE SALES TAX (%8.8)		\$ 4,521.06		\$ 4,230.76
		GRAND TOTAL		\$55,896.75		\$52,307.56
		ANY ITEMS NOT COVERED BY THE LIST BELOW WILL BE PRICED AT WHAT PERCENTAGE OFF CURRENT CATALOG:		25%		25% - excludes multicolored interconnected specialty items

The Request for Bid was e-mailed to 15 companies/planholders with 2 bid responses received.

PLEASE NOTE THAT THIS BID TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS. AWARD OF BID IS MADE BY CITY COUNCIL.

**Agenda Sheet for City Council Meeting of:**

04/24/2017

<u>Date Rec'd</u>	4/11/2017
<u>Clerk's File #</u>	OPR 2017-0278
<u>Renews #</u>	

<u>Submitting Dept</u>	STREETS	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	GARY 232-8810	<u>Project #</u>	
<u>Contact E-Mail</u>	GKAESEMEYER@SPOKANECITY.ORG	<u>Bid #</u>	WA STATE
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	VALUE BLANKET
<u>Agenda Item Name</u>	1100-STREE PURCHASE OF SA PREMIER SEALANT		

Agenda Wording

Approval of a one-year Value Blanket Order for SA Premier Hot Pour Rubberized Sealant from Specialty Asphalt (Spokane, WA) accessing Wa State Contract #01211 - Not to exceed \$115,000.00 including tax

Summary (Background)

As a member of the Washington State Purchasing Cooperative, State Contract pricing is available to the City. The State Contract represents the best price available to us because the State Contractor is allowed a deeper discount from the manufacturer. Staff requests a Value Blanket Order be approved to enable purchases from this State Contract on an "as is" basis.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 115,000.00	#	various
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CHILDS, BRANDON	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PWC 4/10/17
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	TPRINCE	
<u>For the Mayor</u>	SANDERS, THERESA	LREEVE	
<u>Additional Approvals</u>		TAXES & LICENSES	
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER
Public Works Committee
Street Department
April 10th, 2017

Subject

Approval of a one year Value Blanket Order for SA Premier hot-pour rubberized sealant from Specialty Asphalt (Spokane, WA) using State Contract #01211, not to exceed \$115,000.

Background

SA Premier hot-pour rubberized crack sealant is used to crack seal streets on an approximate five year cycle. We plan to use about 144,000 lbs. on both the arterial and residential streets this year. The SA Premier Rubberized Crack Sealant cost is \$0.80 per pound.

Impact

The Street Department started a maintenance crack seal program in 2003 on arterial streets.

The residential crack seal program started in 2012 as part of the Transportation Benefit District (TBD) funding.

Crack sealing extends the life of the pavement by reducing the amount of moisture that infiltrates the subgrade, which reduces the impacts of the freeze/thaw cycles during winter months.

We plan to crack seal approximately 500,000 linear feet in 2017.

Action

Approval of a one year blanket order for SA Premier using State Contract #01211, on an "as-needed" bases.

Funding

Funding for this is included in the 2017 Street Operation and Maintenance Budget.

**Agenda Sheet for City Council Meeting of:**

04/24/2017

<u>Date Rec'd</u>	4/11/2017
<u>Clerk's File #</u>	OPR 2014-0212
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR18004

<u>Submitting Dept</u>	FIRE
<u>Contact Name/Phone</u>	BRIAN SCHAEFFER 625-7002
<u>Contact E-Mail</u>	BSCHAEFFER@SPOKANEFIRE.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	1970 FIRE/EMS - ANNUAL CAD SOFTWARE MAINTENANCE

Agenda Wording

Contract with INFOR PUBLIC SECTOR INC. (Alpharetta GA) to license, use and provide annual CAD Maintenance for the proprietary EnRoute Emergency Systems software from May 1, 2017 to April 30, 2018. Contract cost is \$58,431.81.

Summary (Background)

This is a contract renewal of ongoing annual maintenance to the Fire Department CAD Systems. An upgrade to the CAD system in 2010 required interfacing with the EnRoute software. Maintenance of the system is necessary for compliance with the fire Department's contracts to provide Fire/EMS dispatch services for 14 Fire agencies in Spokane County. EnRoute Emergency Systems, Inc. merged with Infor Public Sector Inc. in December 2012.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 58,431.81	# 1630-35210-28200-54820-99999
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session</u>	PSC 4/17/17
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			



641 Avenue of the Americas
New York, NY 10011
800-260-2640
infor.com

March 17, 2017

Spokane Fire Department
44 West Riverside
Spokane, WA 99201-0189
Attn: Tom Kistell
Acct# 1-103

Maintenance & Support Renewal

Hello Tom,

The following is an estimate for Maintenance & Support for your Infor software. Infor looks forward to continuing to provide you with product support in the future.

ENROUTE Support (Account # 1-103)

Maintenance Coverage Dates	Amount Due	Due Date
5-1-17 / 4-30-18	\$58,431.81	4/30/2017

Benefits

- Ability to view and update your support incident history and status
- Product knowledge base
- Access to the latest product information about new releases
- Ability to download product upgrades and documentation
- Ability to submit feedback on Infor products and service

This estimate is based on software that is listed below for the Spokane Fire Department. If any additional licenses are purchased, these amounts will increase. Taxes may be applied to invoice if applicable. ***This is an estimate only and may be modified by Infor. Pricing is contingent upon execution of the proposed software maintenance reduction.***

We look forward to assisting your company and providing you with valuable software support. If you have any questions or concerns please contact me at 916-474-5041 or Shawwna.wagner@infor.com

Sincerely,

Infor
Shawwna Wagner
Sr. Subscription Services Manager

Account #1-103

SKU	SKU Description	Qty	License
PSINT2	911-Parameter Driven	1	Each
PSINT12	A/N Paging	1	Each
PSINT13	Zetron Encoder	1	Each
PSINT10	ProQA Interface	1	Enterprise
PSINT50	DF/AD to AMR Spokane	1	Each
PSEMAP6	AVL w/Unit Recommendation	1	Each
PSINTLOCU	Location Interface	1	Each
PSINT45	FireHouse	1	Each
PSCADS	EnRoute CAD (COF # 103-1108180737)	1	Server
PSSEATS	EnRoute CAD Seats	8	Concurrent Users
PSINTSPCR	Standard PCR Interface	1	Server
PSSEATS	EnRoute CAD Seats	4	Concurrent Users
PSINT4	800 MHZ-PTT-SIMMS Interface	1	Server
PSINT53	CAD to Foreign CAD Interface	1	Server



REDUCTION of SUPPORT ADDENDUM

BETWEEN

1. Infor Public Sector, Inc. whose address is 641 Avenue of the Americas New York, NY 10011 ("Infor"); and
2. Spokane Fire Department whose address is 44 West Riverside Spokane, WA 99201-0189 ("Licensee").

Effective Date: date of counter-signature by Infor

Licensee wishes to reduce Support for certain Component Systems licensed to it by Infor by suspending users of such Component Systems on the terms set out below.

The Parties agree as follows:

1. Infor and Licensee entered into a Agreement for Systems and Services with an effective date of June 6, 2003 (the "License Agreement"). The License Agreement and Support Agreement (if any), together with related Order Forms entered into by the parties from time to time are referred to herein as the "Agreement". The terms and conditions of the Agreement are hereby amended as set out below. If any provision of this Addendum and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this Addendum shall be and constitute an amendment of the Agreement and shall control, but only to the extent that such provision is inconsistent or conflicting with the Agreement.
2. Any terms not otherwise defined in this Addendum shall have the meanings ascribed to them in the Agreement.
3. With effect from May 1, 2017 (the "Date of Reduction"), the number of users of the Component Systems is reduced as set out in the table below. All rights of use of the Component Systems granted to Licensee under the Agreement for and relating to such users (Column D) shall be suspended, and Infor shall have no further obligations with respect thereto, from the Date of Reduction.

	A	B	D	E	F
	Part # (if applicable)	Component System	# of Users Suspended	# of Users Left	License Methodology (e.g., Named User, Concurrent User)
1	PSINT29	Message Switch Package	1	0	Each
2	PSDFMOB2	EnRoute Fire Mobile Data	40	0	Each
3	PS3RD155	UniData-Server-Primary for Message Switch	4	0	Concurrent Users
4	PS3RD157	UniData-Server-Backup for Message Switch	4	0	Concurrent Users
5	PS3RD156	NFA-Server-Primary for Message Switch	1	0	Concurrent Users
6	PS3RD158	NFA-Server-Backup for Message Switch	1	0	Concurrent Users

4. If Column E in the table above indicates that there are no users left for a Component System, then for the period during which any other Component System is current on Support, Infor shall have no obligation to provide, and Licensee shall have no right to receive, Support (including, without limitation, any access to phone support, online assistance, updates or

enhancements) for such Component System. In addition, upon the Date of Reduction, Licensee shall discontinue all use of such Component System, including use for archive purposes.

5. Infor confirms that if Licensee subsequently cancels Support for ALL Component Systems licensed under the Agreement pursuant to a contractual right of non-renewal, then the licenses to use such Component Systems shall be re-instated.
6. If a Component System is subject to an annual license fee or otherwise is of a type where ongoing Support is required in order to have a license to use such Component System under the Agreement, then Licensee is not entitled to suspend use. All rights of use of such Component Systems granted to Licensee under the Agreement for and relating to the users in Column D shall terminate and Licensee must immediately discontinue all use of such Component Systems (whether in a production or non-production environment) upon the Date of Reduction.
7. Licensee acknowledges and agrees that in connection with a suspension of users, the installation of a new license key may be required. If so required, Licensee agrees to install the key upon receipt.
8. The reduction of users shall have no effect on Licensee's current and outstanding obligations to pay fees due and payable under the Agreement, and Licensee shall remain at all times obligated to pay such fees to Infor pursuant to the terms of the Agreement. In the event Licensee wishes to reinstate suspended users at any time after the Date of Reduction, Licensee shall be required to pay Infor's then-current reinstatement fees and execute applicable documentation as provided by Infor.
9. Unless expressly stated in this Addendum, nothing in this Addendum shall modify any restrictions governing the use of the Component Systems as set out in the Agreement, including, without limitation, with respect to applicable tier, equipment or server requirements or other license terms.

Revised Annual Support Fee for the Component Systems Listed Above*: \$0.00

Annual Escalation Percentage Cap: 6% or the then-current Consumer Price Index, whichever is greater.

Renewal Period of Support: N/A to N/A

Fee for Renewal Period of Support:

Currency: USD \$0.00

* The applicable Support Fees for any Component Systems not listed above shall not be modified by this letter and are in addition to the Support Fees stated herein.

Licensee Account number: 1-103

The foregoing terms and conditions are agreed by the following authorised representatives of the parties:

Infor Public Sector, Inc.

Signature

Name:

Title:

Spokane Fire Department

Signature

Name:

Title:

Date:

Date:



380 St. Peter Street
St. Paul, MN 55102
651-767-7000
infor.com

AMENDMENT TO 103-S030301

ATTACHMENT A-15 A-17 *JP*

This Amendment (the "Amendment"), effective _____, 2017 (the "Effective Date"), amends the terms of the Agreement for Systems and Services Number 103-S030301 between **Infor Public Sector, Inc.** ("Infor") and **Spokane Fire Department** ("Customer") having an effective date of May 6, 2003, including any and all amendments, addendums, or modifications thereto (collectively, the "Agreement"). All of the capitalized terms not otherwise defined in this Amendment shall have the same respective meanings as contained in the Agreement. In case of any conflict between the Agreement and this Amendment, the terms and conditions of this Amendment shall control.

NOW THEREFORE, for good and valuable consideration the receipt and legal sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **The second sentence of Section 2(b) shall be deleted in its entirety and replaced with the following:**

"This Agreement shall be for a term of one (1) year only, commencing May 1, 2017 and terminating April 30, 2018. Thereafter the annual term shall be from May 1 to April 30. It shall be the responsibility of the Spokane Fire Department to renew the Agreement on an annual basis. A newly executed amendment document with annual payment must be executed and delivered to Infor prior to May 1 of each year, in order to prevent the interruption of standard and emergency services as provided within the Agreement."

2. **The Agreement shall be amended in accordance with the terms set out herein. All other terms and conditions of said Agreement shall remain the same. To the extent of any conflict, inconsistency or incongruity between the provisions of this Amendment, Number A-15, and the provisions of the Agreement, the provisions of this Amendment shall govern and control.**

A-17 *JP*

HEREBY ACCEPTED AND AGREED UPON BY:

Customer: Spokane Fire Department

Authorized Signature

Print Name/Title

Date

Infor Public Sector, Inc.

Lindsay Pritchard

Authorized Signature

Lindsay Pritchard/Associate General Counsel
Print Name/Title

April 10, 2017

Date

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council Meeting of:**

04/24/2017

<u>Date Rec'd</u>		4/11/2017	
<u>Clerk's File #</u>		OPR 2017-0279	
<u>Renews #</u>		OPR 2008-0644	
<u>Submitting Dept</u>	FIRE	<u>Cross Ref #</u>	OPR 1993-0583
<u>Contact Name/Phone</u>	BRIAN SCHAEFFER 625-7002	<u>Project #</u>	
<u>Contact E-Mail</u>	BSCHAEFFER@SPOKANEFIRE.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	1970 - DNR INTERLOCAL AGREEMENT		
<u>Agenda Wording</u> Interlocal agreement with Washinton State Department of Natural Resources (DNR) to provide mutual assistance and cooperation in the control and suppression of forest land fire within the protection are of DNR and the Spokane Fire Department			
<u>Summary (Background)</u> This agreement provides ongoing mutual assistance efforts under the authority of RCW 76.04.134 and chapter 39.34 RCW. The purpose of the agreement is to provide coordination and cooperation between the Spokane Fire Department and DNR in the control and suppression of forest land fire in or adjacent to their areas of responsibilities in wildland fire management suppression activities. This is an updated agreement of the 1993 interlocal agreement and continues for two years.			
<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session</u>	PSC 4/17/17
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	Fireaccounting	
<u>For the Mayor</u>	SANDERS, THERESA	bschaeffer	
<u>Additional Approvals</u>			
<u>Purchasing</u>			



FOREST LAND RESPONSE AGREEMENT & FEDERAL GRANT AGREEMENT

Agreement No. 93-095492

This Agreement is entered into between the state of Washington, Department of Natural Resources, **Northeast Region**, hereinafter referred to as DNR, and **City of Spokane Fire Department**, hereinafter referred to as District/Department.

Authority: This Agreement is entered into by DNR under the authority of RCW 76.04.135, RCW 76.04.610(3); by the District/Department under the authority of RCW 52.12.031, RCW 52.12.125 and RCW 35.21.010; and DNR and District/Department in conformity with RCW 39.34, the Interlocal Cooperation Act.

In consideration of the terms, conditions and covenants contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

1. **Purpose:** The purpose of this Agreement is to (1) provide for mutual assistance and cooperation in the control and suppression of forestland fire and therefore to contract for the District/Department to provide fire protection services to an area within the jurisdiction of DNR and located in, or adjacent to, the District/Department and to contract for the DNR to assist in fire protection services on forestland within District/Department jurisdiction; (2) dispatch and pay for fire service resources outside the fire service District/Department jurisdictional boundaries; and, (3) provide District/Department assistance by: the sub-loan of all federal excess property by DNR under the Federal Property and Administrative Services Act of 1949, as amended (P.L. 94-519) and section 7 of the Cooperative Forestry Assistance Act of 1978 (P.L. 95-313); the transfer of ownership of firefighting property by DNR under the Rural Fire Department Equipment Priority Act, 10 USC 2576b; the distribution of funds under section 10(b)(3) of the Cooperative Forestry Assistance Act as amended by the Forest Stewardship Act of 1990 (P.L. 101-624) for the Volunteer Fire Assistance Program; the distribution of funds under Department of the Interior and Related Agencies Appropriations Act (P.L. 106-291) for the Rural Fire Assistance Program; and, the distribution of funds under the State Fire District Assistance Program under RCW 76.04.610(3).
2. **Scope:** This Agreement pertains to forestland fire incidents within or adjacent to the District/Department boundaries and to resources ordered through the DNR region for dispatch outside of District/Department boundaries, to District/Department support provided by DNR, and Federal/State Grant Programs managed by DNR. "Forestland", as used in this Agreement, is as the term is defined by RCW 76.04.005.

3. **Term.** The term of this agreement is 2 years, beginning on the final date of the last signature by all parties.
4. **Jurisdictional Responsibility:** Within or adjacent to the District/Department's boundaries, the statutory jurisdictional responsibility for fire control on forestland varies. It may be:
 - (1) **Sole DNR Jurisdiction:** Land subject to Forest Fire Protection Assessment and not within the boundaries of the District/Department. If county assessor has segregated improved and unimproved land on county assessment rolls: Land subject to Forest Fire Protection Assessment and not subject to District/Department fire protection district levy.
 - (2) **Sole District Jurisdiction:** Land subject to District/Department fire protection district levy and not subject to Forest Fire Protection Assessment.
 - (3) **Joint Jurisdiction:** Lands subject to Forest Fire Protection Assessment and within the boundaries of the District/Department. If county assessor has segregated improved and unimproved land on county assessment rolls: Land subject to Forest Fire Protection Assessment and District/Department fire protection district levy.
5. **Fire Incident Response:**
 - (1) **Sole DNR Jurisdiction:** In the event of a fire emergency in a sole DNR jurisdiction area, the DNR will respond. The District/Department may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. DNR may request response from the District/Department to gain timely initial attack and control action, or to supplement DNR resources.
 - (2) **Sole District/Department Jurisdiction:** In the event of a fire emergency in a sole District/Department jurisdiction area, the District/Department will respond. DNR may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. The District/Department may request that DNR provide supplemental resources for fire emergency operations and support.
 - (3) **Joint Jurisdiction:** In the event of a fire emergency in a joint jurisdiction area, both DNR and the District/Department will respond, subject to the availability of resources.
6. **Command:**
 - (1) **Sole DNR Jurisdiction Incidents:** When the District/Department is the first arriving agency; the District/Department on-site initial responders shall establish command until released by a representative of DNR.

- (2) **Sole District/Department Jurisdictional Incidents:** When DNR is the first arriving agency; the DNR on-site initial responders shall establish command until released by a representative of the District/Department.
 - (3) **Joint Jurisdiction Incidents:** The first arriving agency initial responders shall establish command and, upon the arrival of the other agency, unified command will be established and used for incident management.
7. **Fire Control and Suppression:**
 - (1) **Forest Land Fires:** When fire is no longer a threat to fire district jurisdiction, DNR may request that District/Department qualified resources be retained to assist in incident mop-up.
 - (2) **Special Resources:** “Special resources” include air resources, dozers and heavy equipment, or other resources deemed necessary to contain and control the fire.
 - (3) **Ordering:** Prior to the arrival of DNR at the incident, the initial attack incident commander may order special resources through DNR. That decision shall be documented and payment authorized (see Section 11 of this Agreement) by DNR prior to the mobilization of special resources.
8. **Operations Guidelines:** Representatives of the District/Department and DNR shall mutually develop operations guidelines that provide principles, direction and guidance for the conduct of fire control operations. The operations guidelines shall be reviewed at least annually, and revised as necessary to achieve cooperation and understanding. See Attachment A for Operating Guidelines, which is incorporated by reference herein.
9. **Fire Investigation:** The District/Department and DNR agree to protect the origin area of any fire to the best of its ability. Fires will be jointly investigated when an incident originated in a joint jurisdiction area. A DNR fire investigator may investigate fires originating on, spreading to or threatening land subject to Forest Fire Protection Assessment, i.e., sole DNR or joint jurisdiction areas.
10. **Costs:**
 - (1) **Charges Not Required:** The purpose of this Agreement is to provide for mutual assistance and cooperation in the control and suppression of forestland fires (see Section 1), and in most instances resource costs will not be charged to the other party. However, there may be circumstances or conditions where the District/Department or DNR desires or is required to charge for resource costs (as described in Subsections (2), (3), and (4) below) and in such event the provisions of this Section 10 apply.
 - (2) **Sole DNR Jurisdiction:** If the District/Department responds, DNR will pay for District/Department personnel and equipment costs as provided in Section 11.
 - (3) **Sole District/Department Jurisdiction:** If DNR responds, the District/Department will pay for DNR personnel and equipment costs as provided in Section 11.

- (4) **Joint Jurisdiction:** Each Party will pay its own costs.
11. **Cost Reimbursement Procedures:** All provisions within this Agreement for reimbursement of costs are subject to the following conditions:
- (1) **Notice:** Prior to costs being incurred as allowed by this Agreement, notice of such expenditure must be given to the on-scene incident commander of the requesting agency prior to the expenditure or commitment of funds.
 - (2) **Invoice:** Any resource provider costs, which are to be billed, must be invoiced within sixty (60) business days of the last date of incurred expense for the incident.
12. **Cost Reimbursement Rates:** District/Department volunteer personnel will be reimbursed by current DNR Wage and Equipment Rates as “Emergency Firefighters.”
- Equipment costs shall be paid to the resource provider at the current DNR Wage and Equipment Rates or as otherwise agreed to in writing by the respective authorized agency representatives.
- Career/permanent and seasonal personnel costs will be reimbursed to the resource provider at the resource provider’s actual total cost.
13. **Federal Excess Personal Property:** Upon request from the District/Department, and subject to its compliance with the requirements imposed by law and this Agreement to administer, account for, use and dispose of Federal Excess Personal Property (FEPP), DNR will sub-loan FEPP to the District/Department on a most needed basis. See Attachment B - Federal Excess Personal Property, which is incorporated by reference herein.
14. **Firefighter Property Program:** Upon request from the District/Department, and subject to its compliance with the requirements imposed by law and this Agreement to administer, account for, use and dispose of Department of Defense (DOD) excess firefighting and firefighting support equipment acquired by DNR under the Firefighter Property Program (FFP), DNR will transfer such equipment to the District/Department on a most needed basis. See Attachment C - Firefighter Property Program, which is incorporated by reference herein.
15. **Assistance Grants:** Volunteer Fire Assistance (VFA) and Rural Fire Assistance (RFA) are Federal grant programs administered by DNR that provide funds for fire equipment, training, and initial fire department organization to fire departments serving small communities under 10,000 in population. Fire District Assistance (FIREDAC) is State funding for fire districts administered by DNR for the same purposes. Eligible District/Departments may apply for assistance grant projects each year, under the terms and conditions provided to District/Departments on the DNR Fire District Assistance website at www.dnr.wa.gov. If approved for funding, the District/Department must comply with all program requirements some of which are identified on the website and described in Attachment D – Assistance Grants, which is incorporated by reference herein.

16. **Insurance:** DNR is an agency of the state of Washington and is therefore self-insured under the State's Self-Insurance Liability Program. The District/Department shall, at all times during the term of this Agreement at its sole cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the Agreement at DNR's option. If the District/Department is self-insured, evidence of its status as self-insured may be provided to DNR, and if deemed acceptable by DNR, shall satisfy the insurance requirements specified by this Section. The limits of insurance to be bought and maintained by the District/Department shall not be less than as follows:

Minimum Coverage Requirements: These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these minimum limits of coverage does not relieve the District/Department from liability for losses and settlement expenses greater than these amounts. DNR shall not be charged for the cost for insurance coverage(s).

District/Department is required to purchase insurance for a period of 36 months after completion of this Agreement. This requirement may be satisfied by the continuous purchase of an extended agreement. This requirement may be satisfied by the continuous purchase of an extended reporting period. During the term of the Agreement, District/Department must purchase and maintain the insurance coverage and limits specified below:

- (1) **Commercial General Liability (CGL) Insurance.** District/Department must purchase and maintain CGL on an Insurance Services Office (ISO) form CG 00 01 or equivalent form, covering liability arising from premises, operations, independent contractors, personal injury, products-completed operations, and liability assumed under an insured contract. Such insurance must be provided on an occurrence basis. If insurance is written on a "claims made" basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this Agreement. Insurance must include liability coverage with limits not less than those specified below:

<u>Description</u>	<u>Dollar Amount</u>
General Aggregate Limit (Other than products-completed operations)	\$2,000,000
Each Occurrence Limit	\$2,000,000

- (2) **Business Auto Policy (BAP) Insurance:** If activities pursuant to this Agreement involve the use of vehicles, to include FEPP vehicles, the District/Department must purchase and maintain a BAP on an Insurance Services Office (ISO) form CA 00 01 or equivalent form. If insurance is written on a "claims made" basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this Agreement. The Description of Covered Autos must include one or more of the following:

A. "Any Auto" (Symbol 1).

- B. If District/Department-owned personal vehicles are used, the BAP must cover "Owned Autos Only" (Symbol 2)
- C. If District/Department hires autos, the BAP must cover "Hired Autos Only" (Symbol 8)
- D. If District/Department employee's vehicles are used, the BAP must cover "Non-Owned Autos Only" (Symbol 9)

Such insurance must be provided on an occurrence basis. The BAP insurance must include liability coverage with limits not less than those specified below. The District/Department is responsible for any deductible.

<u>Description</u>	<u>Each Accident</u>
Bodily Injury and Property Damage	\$1,000,000

- (3) **Workers Compensation Insurance:** The District/Department shall comply with all state of Washington workers compensation statutes and regulations. Coverage shall be provided for all employees and volunteers of the District/Department and shall include bodily injury (including death) that arises out of or in connection with the performance of this Agreement.
- 17. **Service Limitations.** The responses and fire suppression services provided for under this Agreement are intended to be rendered on the same basis as such services are rendered to other areas within the District/Department or DNR jurisdictions and neither party assumes liability for failure to provide services by reason of any circumstances beyond the party's control. In the event of simultaneous fires or medical aid calls within the areas covered by this Agreement whereby facilities of either party are taxed beyond the party's ability to render equal protection, the officers and agents of the party shall have sole discretion as to which call shall be answered first. The responding party shall have sole discretion to determine the manner and method of responding to and handling emergencies under this Agreement consistent with the Command Section 6 of this Agreement.
- 18. **Benefits.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.
- 19. **Renegotiation and Modification:** The terms and conditions of this Agreement may be renegotiated at the request of either Party between January 1 and March 1 of any year. Any modification or amendment of this Agreement must be in writing and must be signed by duly authorized agents of the Parties.
- 20. **Assignment and Delegation:** This Agreement, or any right or interest therein, may not be assigned or otherwise transferred by either Party without the prior written consent of the other Party. Any attempted assignment shall be void unless made in strict conformity with this section.

Either Party may perform its duty through a delegate or agent, but shall not be thereby relieved of any duty to perform or any liability for breach of this Agreement.

21. **Remedies:** Any remedy exercised by either Party shall not be deemed exclusive and either Party may pursue any and all other remedies available to it under the law.
22. **Compliance with Laws:** Parties shall comply with all applicable federal and state laws, rules and regulations that govern each component of this Agreement.
23. **Non-Waiver:** Waiver by either Party of strict performance of any provision of this Agreement shall not act as a waiver of the right of the other Party to require future strict performance of the same provision or any other provision.
24. **Interpretation and Venue:** This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue of any action brought under this Agreement shall be in the Superior Court of Thurston County.
25. **Severability:** If any provision of this Agreement is held to be invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision(s), and to this end the provisions of this Agreement are declared severable.
26. **Termination:** This Agreement may be terminated by either Party by the provision of ninety (90) days written notice, provided that neither Party may terminate this Agreement at any time between April 15 and October 15 of any year due to the fire danger during this period.
27. **Term of Agreement:** This Agreement shall be effective from the date of the last signature for a term of two years unless otherwise terminated in accordance with the terms of this Agreement.
28. **Agreement Managers:**

The Agreement Manager for the District/Department is:

Name: Brian Schaeffer

Title: Assistant Fire Chief

Telephone: 509-625-7002

The Agreement Manager for the DNR is:

Name: Andrew Stenbeck

Title: Arcadia District Manager

Telephone: 509-684-7474

This Agreement supersedes all previous agreements.

Signatures:

FIRE PROTECTION DISTRICT/DEPARTMENT

Dated BVG-4/5, 20 17

By Brian Schaeffer
Signature

BRIAN SCHAEFFER
Print Name

Asst Chief
Title

Dated _____, 20 ____

By _____
Signature

Print Name

Title

Dated _____, 20 ____

By _____
Signature

Print Name

Title

Dated _____, 20 ____

By _____
Signature

Print Name

Title

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Dated _____, 20 ____

By _____
Signature

Name _____

Title _____

Attachment A Operations Guidelines Forestland Response Agreement

Dispatch and Payment for Fire Service Resources outside the Fire Service District/Department Jurisdictional Boundaries

Department of Natural Resources (DNR) agrees to dispatch career Fire Service District/Department resources to incidents outside of the Fire Service Districts/Departments' jurisdictional boundaries as needed to meet DNR's responsibilities and as approved by the Fire Service District/Department. Participation by a Fire Service District/Department in wildfire assignments outside its jurisdiction is voluntary and separate from involvement in State Fire Mobilization.

This agreement extends to:

- Washington Fire Service (WFS) career members who participate on the Northwest Interagency Incident Management Teams (NWIMT) member/alternate pool/trainee nationally; Type 3 Interagency teams, or as single resource boss or higher qualification dispatched through Northeast Washington Interagency Communications Center (NEWICC) within the state will be paid at the Fire District or Special Rates.
- WFS volunteers who participate as members of NWIMT member/alternate pool/trainee nationally; Type 3 Interagency teams, or as a single resource boss or higher qualification dispatched through NEWICC within the state will be paid according to the current DNR Wage & Equipment Rates.
- WFS Engines and other equipment as ordered through the NEWICC.

The Fire Service District/Department agrees:

- 1) All personnel dispatched outside of their jurisdictional boundaries will have a valid Incident Qualification Card (red card) stating current qualifications; and will adhere to qualifications and standards described in PMS 310-1;
- 2) To provide a copy of the Master IQS Record for each participating employee (needed for ROSS status);
- 3) Complete and provide annually the Overhead and Specialized Equipment Addendum identifying those personnel meeting criteria outlined above, current qualifications, team affiliations and career/volunteer status and any specialized equipment with agreed upon rates.
- 4) Keep personnel status current in the Resource Ordering Status System (ROSS) by providing current information to NEWICC. Between April 15 and October 15, provide status every Monday before 1200 hours. NEWICC will update status in ROSS for that week (0800 Tuesday to 0800 Tuesday).
- 5) Notify NEWICC of any changes in status of personnel i.e.; dispatched/demob under State Fire Mobilization, with demob-& ETA home from incidents.
- 6) Invoice for career overhead personnel will include:

- a. Original Emergency Fire Time Report (OF-288); hourly wage rate (regular and OT) for personnel hours on the OF-288; other travel costs (meals, lodging not provided by the incident) must be documented with receipts.
 - b. Original shift ticket documenting mileage to/from incident as well as mileage incurred on the incident signed by the incident supervisor.
 - c. Copy of Resource Order card.
- 7) Invoice for equipment (engines/tenders) will include Original Emergency Equipment Rental Form (OF-286) and shift tickets.

The DNR Region/NEWICC agrees:

- 1) To assist the Fire Service District/Department with ROSS statusing;
- 2) Maintain IQS records for Fire Service District/Department personnel with wildland fire qualifications, if red carded through the DNR;
- 3) Not to transfer dispatched equipment and/or personnel from one incident to another without prior approval of the Fire Service District/Department;
- 4) Reimburse the Fire Service District/Department within 30 days of invoice receipt and documentation as required in Item 6 above;
- 5) Reimburse the Fire Service District/Department at the Total Cost of Compensation Rate for career personnel;
- 6) Reimburse the Fire Service District/Department at the current DNR Interagency Wage and Equipment Rate for equipment/volunteers;
- 7) Reimburse the Fire Service District/Department personnel travel mileage at the current State mileage rate.

Attachment B

FEDERAL EXCESS PERSONAL PROPERTY

Equipment Acquisition: The District/Department is required to identify its needs by completing an Equipment Needs Request, in the form provided by DNR Resource Protection Division (hereinafter referred to as DNR), and submitting the request to DNR no later than the end of January of each year, unless otherwise allowed by DNR. DNR will acquire Federal Excess Personal Property (FEPP) suitable for conversion into firefighting or fire prevention apparatus. Equipment will be made available for loan to eligible fire districts and departments with priority based on the greatest need. Equipment will be made available “as is” with no disclosure or warranty as to implied condition.

- 1) Ownership of all non-consumable FEPP shall remain the property of the U.S. Forest Service.
- 2) All FEPP must be used for firefighting and fire prevention activities. Personal use of FEPP for purposes not directly associated with normal responsibilities of the District/Department is prohibited.

Identification: DNR will identify all non-consumable FEPP with a metal program identification tag with an inventory tracking number.

Equipment Use, Refurbishment, and Maintenance Requirements:

- 1) The District/Department agrees to accept FEPP in “as is” condition, and to refurbish, equip, repair, and maintain it at no cost to DNR. Equipment must be put into service within one year of acceptance. The District/Department may receive an extension of the one-year time limit for good cause upon written request to DNR prior to the one-year anniversary date.
- 2) If equipment is not put into service within one year and the District/Department does not receive written approval from DNR for an extension, DNR will notify the District/Department of an “in service” violation and immediately reallocate or dispose of the item.
- 3) All vehicles and trailers must be registered and licensed by the District/Department through the Washington Department of Licensing, and copies provided to DNR.
- 4) The District/Department must remove all military or governmental exterior logos, insignias, identification numbers, and paint patterns from the FEPP prior to placing the unit in service.
- 5) Equipment will be painted with the fire District/Department standard color(s) when existing paint is badly deteriorated, faded, peeling, or the original paint is camouflage or olive drab.
- 6) Cannibalization. Cannibalization is the practice of disassembling unserviceable equipment to use serviceable parts on similar units. The removal of any parts other than minor items is cannibalization. It is permissible to strip components from one or more pieces of equipment to create a usable apparatus subject to written approval of the USDA Forest Service through DNR. The process to strip and dispose of excess components must be completed within one year of written approval to cannibalize. The District/Department will notify DNR

immediately after cannibalization is complete. DNR will dispose of remaining components through the US Forest Service, and General Services Administration (GSA).

- 7) In case of loss, theft, damaged, destroyed, or vandalized property, the District/Department is required to notify DNR within 48 hours of occurrence. Upon notification, DNR will submit appropriate documents to the District/Department for documentation, and to the US Forest Service for appropriate action. If the property is insured, US Forest Service must receive a share of any insurance proceeds equal to their ownership share in the property. If gross negligence is involved, the Fire District may be required to pay fair market value for the FEPP or repair or replace the property at the Fire District's expense.

Property Disposal: The District/Department agrees to report, in a timely manner, all inoperable, cannibalized, not in use, or seldom used FEPP to DNR for reallocation or disposal. DNR will conduct reallocation or disposal activities at the District/Department's facility. The District/Department agrees to facilitate all required activities and to obtain signed documents to complete the reallocation or disposal process.

Property Inventory/Audit: Upon request by DNR, the District/Department agrees to make FEPP items available for the purpose of conducting a physical inventory and to facilitate a program review. The District/Department shall provide access to and the right to examine all records, books, papers, or documents relating to the FEPP to facilitate a State or Federal audit. The District/Department is required to maintain property records for a minimum of five years after acquisition of all non-consumable FEPP (i.e., registration, insurance, final disposal).

Attachment C

FIREFIGHTER PROPERTY PROGRAM

Equipment Acquisition: DNR Resource Protection Division (hereinafter referred to as DNR) will provide program information, equipment applications and notification of available equipment to all eligible districts. The District/Department is required to identify its Fire Fighter Property Program (FFP) needs by completing an Equipment Needs Request, in the form provided by DNR, and submitting the request to DNR no later than the end of January and June of each year, unless otherwise allowed by DNR. DNR will acquire and transfer ownership of FFP equipment suitable for use in providing fire suppression to be used in direct support of firefighting, a firefighting apparatus, or emergency services. Equipment will be made available on a priority basis to District/Departments, which have been determined by DNR to have the greatest need. Equipment will be made available "as is" with no disclosure or warranty as to implied condition.

Title and Ownership:

- 1) Title to all non-consumable equipment not requiring demilitarization will be passed to the District/Department at the time the equipment is received by the District. The District/Department is responsible to register and transfer title to any vehicle obtained from the FFP in the name of the District/Department in accordance with applicable state law.
- 2) Ownership of equipment with military demilitarization codes, C, D, and F, will not be transferred to the District/Department. Ownership of those items shall remain with the US Forest Service.

Equipment Use:

- (1) All FFP equipment shall be refurbished and put into service for firefighting, direct support of firefighting or emergency services programs within one year of acquisition. The Fire District may receive an extension of the one-year time limit for good cause upon written request to DNR prior to the one-year anniversary date. In addition, all FFP equipment must be retained and used in service for a minimum of one year after being put into service.
- (2) If equipment is not put into service within one year, or the Fire District does not receive written approval from DNR for an extension, or the equipment is not retained and used in service for one year after it has been placed into service, then Fire District agrees, if required by DNR, to return equipment and transfer title to DNR, and DNR may suspend the Fire District from future participation in the program.
- (3) Within one year after acquisition, Fire District will provide proof in a form acceptable to DNR that equipment has been put in service.
- (4) Fire District use of FFP equipment must be for its intended purpose. Personal use is prohibited.
- (5) Cannibalization of FFP equipment is prohibited.

- (6) All military or federal governmental exterior logos, insignias, identification numbers, and paint patterns must be removed prior to putting the unit into service.

Inventory Disposal Demilitarization Items: FFP items identified by DOD as requiring demilitarization (DEMIL codes C, D, F) will be tracked and inventoried in the US Forest Service Federal Excess Property Management Information system until final disposition. The District/Department is required to return those items to the nearest DOD Defense Reutilization Marketing Office DEMIL site. If a DOD DEMIL site is not close, the District/Department may be allowed to demilitarize the item on site, through crushing, mutilation, cutting, and to make the item unusable for its original intended use. The USDA Forest Service and DNR will coordinate demilitarization activities, through the Distribution Reutilization Policy Director at the Defense Logistics Agency.

Records: The District/Department agrees to provide access to and the right to examine all equipment, records, books, papers or documents for all equipment transferred under the FFP to the US Forest Service, DNR, DOD Office of Inspector General, the Comptroller General of the United States or his authorized representative, and the USDA, including its Office of Inspector General, or authorized representatives. The District/Department is required to maintain property records for a minimum of five years after acquisition of all non-consumable FFP property (i.e. registration, insurance, final disposal).

Attachment D ASSISTANCE GRANTS

Key Guidelines:

Funding solicitation, award, priorities, and other grant processes for VFA, RFA, and FIREDAC may vary from year to year. DNR will provide notification to all eligible Fire Districts of program requirements and processes through the DNR website and/or other appropriate venues.

The Wildland Fire Assistance Grants are open to all Fire Districts that currently provide wildland fire response to private, state, or federal land ownerships and serve communities LESS than 10,000 residents. Fire Districts serving communities over 10,000 residents may qualify if their service area includes a rural area or rural community of under 10,000 in population.

The Wildland Fire Assistance Grants are currently offered in two phases annually (Phase I and Phase II), subject to funding availability. Each Fire District may apply for one Phase I and one Phase II project per year.

Phase I –Personal Protective Equipment

Fire districts may purchase personal protective equipment and other fire equipment available through the DNR Fire Cache beginning approximately the first Monday of March until the last Friday in April. Applications are submitted by completing an order through the “Phase I PPE Shopping Cart”. The shopping cart and instructions are available on the DNR website. Prices are reduced to reflect the grant share of the equipment cost.

Phase II – General Equipment Grant Program

Fire Districts may submit applications for projects beginning approximately the first Monday in September until the last Friday in October. Application and instructions are available on the DNR website.

Project Categories

Fire Equipment

This category includes equipment suitable for wildland fire use. Fire Equipment includes portable pumps, slip in pump packages, water tanks (vehicle and porta-tanks), chainsaws and all hand tools, hose, hose fittings and related equipment not available during Phase I, communication systems, vehicle and hand-held pagers.

Fire Prevention

Includes the development and implementation of Fire Prevention Education Programs, including Firewise Workshops or Prevention planning, including GIS planning projects.

Vehicle Acquisition/Refurbishment

Includes funding for transport and refurbishment of vehicles obtained through the Firefighter Property program to a wildland engine or tender. Other vehicle purchases and refurbishment may also be eligible.

Training

Includes the development and implementation of programs designed for training in structural, grass or wildland fire suppression, including instructors, facility rental and industrial materials.

Communications

Includes the development of single or multi-district communications systems and radios, including vehicle, hand-held base stations and repeaters.

Dry Hydrant

Includes planning, construction, and operational use of a dry hydrant system.

Ineligible Projects for Items under Grant Program:

- Major expenditures such as building construction or new fire apparatus
- Land acquisition or building repairs
- Rural Emergency Medical Service programs
- Waterline construction and hydrants
- Structural fire engines, ladder trucks, and structure PPE.
- Wellness programs

Other Requirements

- All grant programs are reimbursable grants. The grantee must purchase the requested equipment or training and apply to DNR for reimbursement.
- The grantee must complete the project within one year following the grant award.

Fire District Matching Share

The current required Fire District matching share for each grant is as follows:

VFA- 50%

RFA- 10%

FIREDAC- 25%

All grant matching share may include in-kind services or materials if prior approval of DNR is obtained and acceptable proof of costs are submitted. Donated labor will be reimbursed at the per hour rate of a Firefighter 2 as listed in the current Washington State Fire Services Resource Mobilization Plan prepared by the office of the Washington State Fire Marshall. Value of property acquired under other Federal programs may not be included in projects. Proof of costs must include receipts, lists of hours worked with rate per hour, or other statements showing local efforts in the program.

Project Duration

The approved project will be completed and all payments processed within one year of DNR approval. An extension of time for project completion may be allowed upon prior written approval of DNR.

Project Costs and Reimbursement

Only project costs incurred after approval of the grant by DNR will be eligible for reimbursement.

DNR will pay to the Fire District matching costs as they are incurred, upon receipt of invoices, evidence of completion of the service or delivery of the equipment items, and evidence that the Fire District's share of cost has been paid.

DNR may, in its sole discretion, terminate this Agreement, or withhold disbursements claimed by the Fire District if the Fire District fails to satisfactorily comply with any term or condition of this Agreement or if the source for the grant funding is no longer available.

Compliance

- 1) Fire District will comply with all appropriate state and federal laws, rules and regulations. Fire District will retain fiscal records pertaining to this award for at least three years after the final grant payment or any dispute resolution, whichever is later.
- 2) Federal grants require the Fire District to maintain equipment accountability records for equipment items purchased over \$5,000 in value. Such items must be identified as property acquired under the Cooperative Forestry Assistance Act and Federal approval secured prior to future disposition. Fire District will comply with Federal regulations relating to equipment and supplies acquired by state and local governments (7CFR 3016.32: Equipment).
- 3) By execution of this Agreement and for any future subaward under this Agreement, Grantee certifies to DNR that it is not delinquent on any federal debt pursuant to OMB Circular A-129, and that it is not or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal agency pursuant to government-wide regulations.

Federal Subcontract

When the DNR is passing federal funds to the Fire District, the Fire District will be considered a "sub-recipient". Sub-recipient shall:

- 1) Adhere to the federal Office of Management & Budget guidelines and to other applicable federal and state regulations.
- 2) Have audits made in accordance with Office of Management and Budget (OMB) Circular A-133 revised June 2003 and effective December 31, 2003 if the sub-recipient receives federal assistance, in total from all sources, of \$500,000 or more. The sub-recipient must:
 - a. Forward a copy of the Data Collection Form as required in OMB circular A-133 within 30 days after completion of the Federal Single Audit to the DNR.
 - b. If the audit reveals findings and questioned costs relating to Federal awards passed through from DNR, forward a copy of the State Auditor's audit, along with the sub-recipient response and the final corrective action plan as approved by the State Auditor's Office to the DNR within nine months after the end of the audit period.
- 3) Provide access to grant/financial records for inspection by the DNR or by any duly authorized audit representative of the state of Washington for a period of at least three years after the final grant payment or any dispute resolution.

**FLRA AGREEMENT ADDENDUM
OVERHEAD AND SPECIALIZED EQUIPMENT**

Agreement No. 93-095492

NEWICC will dispatch and process invoices for the following fire district employees/volunteers and specialized equipment when dispatched by DNR outside of their fire district.

Overhead Resources

Name	Career or Volunteer	Backfill Required	Position/Qualifications	Team Affiliation or Single Resource

	SPECIALIZED EQUIPMENT	NEGOTIATED RATE

A copy of this addendum, showing resource rates will be provided at incident check-in.

CONTACT INFORMATION:

**Agenda Sheet for City Council Meeting of:**

04/24/2017

Date Rec'd	4/6/2017
Clerk's File #	OPR 2017-0280
Renews #	

Submitting Dept	INTEGRATED CAPITAL	Cross Ref #	
Contact Name/Phone	MARCIA DAVIS 625-6398	Project #	2012500
Contact E-Mail	MDAVIS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR18011
Agenda Item Name	4250 - CONTRACT WITH MICHAEL TERRELL LANDSCAPE ARCHITECTURE (MTLA)		

Agenda Wording

Contract with Michael Terrell Landscape Architecture, PLLC dba MTLA for furnishing Cochran Downriver Master Planning to the City of Spokane in the amount of \$59,549.00 plus 15% administrative reserve. Reference Department of Ecology Loan L1400015.

Summary (Background)

The Cochran Basin is the largest stormwater basin within the City's municipal separated storm sewer system (MS4). The Cochran Basin projects will redirect stormwater from the existing stormwater pipe and convey it to treatment and infiltration locations in the Downriver area. Preliminary engineering has been completed which determined the size and location of these stormwater facilities. The selected sites are located on City of Spokane Park property west of TJ Meenach Drive and north of

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ \$69,000.00	#	4250 94341 94000 56501 99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MILLER, KATHERINE E	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	Public Works 4/10/17
<u>Finance</u>	CLINE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	Engineering Admin	
<u>For the Mayor</u>	SANDERS, THERESA	mdavis@spokanecity.org	
Additional Approvals		kemiller@spokanecity.org	
<u>Purchasing</u>		xbai@spokanecity.org	
		lberry@spokanecity.org	
		kschmitt@spokanecity.org	
		jlargent@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Downriver Drive. The master plan will develop conceptual designs to illustrate the relationship between recreation, natural areas and stormwater.

<u>Fiscal Impact</u>		<u>Budget Account</u>
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Select	\$	#
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Select	\$	#
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Distribution List

cbrazington@spokanecity.org	

BRIEFING PAPER
Public Works Committee
Integrated Capital Management
(April 10, 2017)

Subject:

Contract with Michael Terrell – Landscape Architecture, PLLC, dba MTLA, for furnishing Cochran Downriver Master Planning to the City of Spokane.

Background:

The Cochran Basin is the largest stormwater basin within the City's municipal separated storm sewer system (MS4). The Cochran Basin projects will redirect stormwater from the existing stormwater pipe and convey it to treatment and infiltration locations in the Downriver area. Preliminary engineering has been completed which determined the size and location of these stormwater facilities. The selected sites are located on City of Spokane Park Property west TJ Meenach Dr. and north of Downriver Dr.

The master plan will develop conceptual designs to illustrate the relationship between recreation, natural areas, and stormwater. Master planning efforts will include:

- Review existing uses, history, and site condition.
- Develop environmental resource maps.
- Public involvement plan, stakeholder interviews, neighborhood public meetings, and committees meetings
- Develop opportunities and constraints for facilities, stormwater facilities, disc golf facilities, parking, path, trail and circulation routes map
- Development conceptual plans
- Final illustrative Master plan and detail plans

Impact:

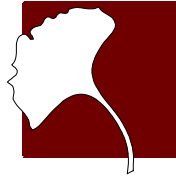
The Cochran Downriver Master Plan will serve as a guiding document for design of future projects and as a basis for future grant applications.

Action:

Recommend approval of contract

Funding:

This project will be paid for by the Planning Washington State Department of Ecology Clean Water State Revolving Fund loan for planning in Cochran Basin



Michael Terrell ■ Landscape Architecture, PLLC
1421 N. Meadowwood Lane, Suite 150
Liberty Lake, WA 99019
(509) 922-7449

Date: March 28, 2017

Client: City of Spokane, WA
Contact: Marcia Davis, PE
Address: 808 W. Spokane Falls Blvd.
Spokane, WA 99201

Phone: (509) 625-6398

Project: Cochran Downriver Master Planning | **Project Number: 17-010**
Address: Riverside State Park Drive, Spokane, Washington

Scope of Work: Michael Terrell – Landscape Architecture, PLLC, dba MTLA (Consultant), will furnish Professional Landscape Architectural services to the City of Spokane (Client) as follows:

Project Understanding: MT-LA will furnish all labor and material for the preparation of a master plan for two sites between Riverside State Park Drive and the Spokane River near Downriver Golf Course. The preparation of the master plan document includes inventory and analysis, stakeholder facilitation, programming and the preparation of a final master plan document and 30% design development drawings. In addition, a schedule of plan development, evaluation of probable construction costs and recommended phasing.

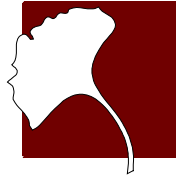
Tasks	Fees
Task 1.0 Existing Conditions and Public Involvement	
1.1 Field Investigation The data collection, site inventory and analysis process will quickly analyze the existing site conditions and operations. Our team will conduct field review of the two sub-areas, disc golf area and water access parking area adjacent to the TJ Meenach Bridge. In addition, we will review existing park and open space conditions in conjunction with interviews with parks maintenance, other city maintenance personnel and land managers associated with the project. A topographic survey is anticipated to be completed prior to the beginning of work. We will utilize available maps and ortho photos augmented by survey information and on-site verification. The team will document existing conditions, problem areas,	

PROPOSAL AND CONTRACT

Project: Cochran Downriver Master Planning 1

Project #: 17-010

Client: City of Spokane



landscape features, opportunities and constraints. Field notes, stakeholder interview notes, measurements, and digital photography will also be provided.

1.2 Existing Use and Historic Development Review

We will review park's acquisition and development history and any existing studies related to the area that may impact the planning process. Plans to be reviewed:

- City of Spokane Parks and Recreation Plan
- Spokane Shoreline Master Program
- Utility plans: water, sewer and electrical
- Bike and Pedestrian Plans

1.3 Environmental Resource Mapping

We will develop environmental resource maps including, aerial photography, slopes, soils, existing management boundaries, shoreline and flood plain boundaries, wetlands (if present), vegetative cover, and wildlife habitat. We will rely on Spokane staff for mapping.

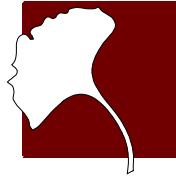
1.4 Public Involvement Plan

We will develop a detailed plan for public involvement. MT-LA will lead the public involvement efforts and will identify press releases (coordinated with city staff), public and neighborhood public meetings, as well as the participants, dates, times, formats, and purpose for each meeting. A comprehensive contact list will be generated with input from city and parks staff identifying major stakeholders, land managers, land owners and user groups. The plan will include:

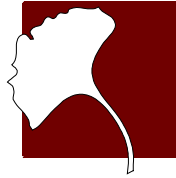
- Stakeholder interviews
- Three neighborhood/public meetings.
- Presentations to city staff, committees/boards as required.

1.5 Develop Opportunities and Constraints Mapping

MT-LA will layer the assembled information and analyze the resource mapping to provide a comprehensive opportunities and constraints map for Cochran / Downriver Master Plan area. This map will serve as the primary analysis tool for developing the master plan. The opportunities and constraints mapping will identify suitable and unsuitable sites for facilities, disc golf facilities (tees and baskets), parking, path



<p>and trail development based on environmental criteria in conjunction with feedback from users. Pedestrian, bicycle and vehicular circulation routes and connectivity within the master plan area and adjacent neighborhood will also be mapped.</p> <p>Coordinate with staff to identify characteristics of most suitable areas for stormwater facilities. Identify probable locations on the opportunities and constraints map.</p> <p>Task 1 Deliverables</p> <ul style="list-style-type: none"> ▪ Inventory and analysis of existing conditions. Topography, erosion, existing vegetation, circulation systems, utilities, etc. ▪ Review of existing recreation activities and recreational activity trends. ▪ Review of existing studies and regulations. ▪ Field notes, photographs, assessment of existing facilities. ▪ Overview of current operations. ▪ Environmental resource mapping. ▪ Opportunities and constraints mapping for two sub-areas, disc golf area and water access parking area adjacent to the TJ Meenach Bridge. 	
<p>1.0 Existing Conditions and Public Involvement, Subtotal:</p>	<p>\$24,114.00</p>
<p>Task 2.0 Master Plan Development</p>	
<p><u>2.1 Concept Development Plans</u></p> <p>Building on the foundation of inventory, analysis and user input, MT-LA will develop two conceptual design options that illustrate programming, potential activity relationships, quantity, conceptual grading, existing vegetation, and approximate sizes of facilities for the property between TJ Meenach Bridge and Downriver Golf Course. Special emphasis on the two sub-areas; disc golf area and water access parking area adjacent to the TJ Meenach Bridge.</p> <p><u>2.2 Recommended Concept Development Plan</u></p> <p>MT-LA will develop a draft Cochran / Downriver Master Plan that includes all the previously described tasks. The master plan will be a graphically rich, concise plan that will serve as a guiding document for future projects and as a basis for future grant applications. Integration of stormwater facilities with required volumes and treatment will be coordinated with city staff. Final illustrative master plan maps of the two sub-areas will be based on survey data provided by City of Spokane.</p>	



The plan will be submitted for review by city staff. Staff will supply one consolidated list of comments to MT-LA for review and incorporation into the final plan.

The plan will include:

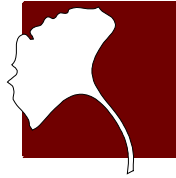
- Summaries of stakeholder / public outreach efforts.
- All inventory and analysis maps.
- Activity programming and relationships.
- Written and illustrative master plan with appropriate detail of the two sub-areas.
- Conceptual level detail for disc golf course layout with tees, fairways and basket locations.
- Illustrative perspectives and site character sketches to convey design intent for particular areas and features.
- Conceptual grading plans of stormwater areas prepared in collaboration with city staff to meet stormwater management goals.
- Coordination and recommended phasing for plan implementation with planning level estimates.
- Identification of permitting requirements for each phase/project.

2.3 Final Master Plan

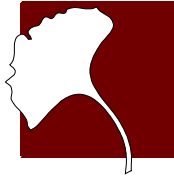
MT-LA will revise the draft Cochran / Downriver Master Plan in response to comments from staff. MT-LA will provide one PDF file of the final document with exhibits.

Task 2.0 Deliverables

- Recommended Cochran / Downriver Master Plan.
Including:
 - All inventory and analysis maps.
 - Activity programming plan.
 - Pedestrian, vehicular and bicycle circulation.
 - Detail plans for key recreation and amenity areas.
 - Stormwater facility locations, sizes, grading and integration.
- Summary of on-site, user group, and land owner/manager interviews.
- Conceptual level detail for disc golf course layout with tees, fairways and basket locations.
- Conceptual grading plans of stormwater areas.
- Summaries of stakeholder / public outreach efforts.



<ul style="list-style-type: none"> Plan phasing implementation strategies with planning level estimates. Written and illustrative master plan with appropriate detail of the two sub-areas. Illustrative perspectives and site character sketches to convey design intent for particular areas and features. Identification of permitting requirements for each phase/project. Conceptual level evaluation of probable cost for implementation. Final master plan responding to a single, reconciled list of comments. 	
2.0 Master Plan Development, Subtotal:	\$33,235.00
Task 3.0 Expenses	
1. Mileage at \$.54 per mile 2. Printing, room rentals and other miscellaneous expenses. (Actual cost + 10%)	
3.0 Expenses, Subtotal:	\$2,200.00
Total:	\$59,549.00



NOTE: The above fee is based on an estimate of hours to complete the proposed Scope of Services at our current hourly rates. For services not listed as optional or included in this proposal see "Extended Services" and Exhibit "A."

EXTENDED LANDSCAPE DESIGN SERVICES

The following services are not included in the Scope of Services or fee and will be performed or coordinated as directed and authorized by the "client" at our current hourly rates or a negotiated fee if required.

- Revisions to previously approved work.
- Additional meetings, presentations, or site visits other than those listed in the Scope of Services.
- Design of retaining walls over four feet (4') in height.
- Survey of property.
- Archeological survey.
- Utility design.
- Entitlements: permits or planning approvals including design review.
- Preparation of bid documents.

This Proposal and Contract is Governed by the Terms and Conditions on the attached Exhibit "A." Please read. This Proposal and Contract may be withdrawn by Michael Terrell ■ Landscape Architecture, PLLC if not accepted within 30 days.

Signature: _____

Date: 3/28/17

Michael D. Terrell, ASLA

Michael Terrell ■ Landscape Architecture, PLLC.

Acceptance of Proposal: I have read the above proposal, fees, and terms and they are hereby accepted. Michael Terrell ■ Landscape Architecture, PLLC is authorized to commence work as specified and agreed to herein.

Signature: _____

Date: _____

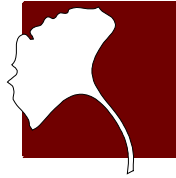


EXHIBIT "A"
TERMS AND CONDITIONS

SECTION 1. APPROVAL: The acceptance of this proposal constitutes a binding contract between Michael Terrell - Landscape Architecture, PLLC and Purchaser of services (hereinafter referred to as Client), according to all the terms and conditions.

SECTION 2. TERMS OF PAYMENT: Payment for services specified herein will be due and payable within ten (10) days following the monthly billing unless otherwise specified herein. The Client will pay an additional charge of one and one-half percent (1-½%) of the amount of the invoice per month, for any payment received by Michael Terrell - Landscape Architecture, PLLC more than sixty (60) days from the date of invoice. In the event that an invoice for payment remains unpaid for more than sixty (60) days from the date of invoice, Michael Terrell - Landscape Architecture, PLLC will not be obligated to continue with the performance of the services described and contracted for herein, or as part of subsequent amendments, and will not incur any liability for damage due to delay of the project as a result of stopping performance of services due to the failure of Client to pay for services rendered.

SECTION 3. TERMINATION: This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the term thereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Michael Terrell - Landscape Architecture, PLLC shall be paid for services performed to the termination notice date plus reasonable termination expenses.

SECTION 4. JOB CONDITIONS: The Client shall give Michael Terrell - Landscape Architecture, PLLC free and unobstructed access at all times to the place where work is to be done.

SECTION 5. DELAYS: Michael Terrell - Landscape Architecture, PLLC shall not be responsible for delays or the inability to complete the services where occasioned by causes of any kind or extent beyond its control.

SECTION 6. EXTRAS: If the Client requests an alteration, modification or deviation from the original Scope of Services the Client agrees to pay the extra costs that occur. Michael Terrell - Landscape Architecture, PLLC shall identify and negotiate with the Client any such changes in Scope prior to commencing work on said changes.

SECTION 7. EXTRA DIRECT EXPENSES: The Client shall pay directly, and on a timely basis, for such items as:

- a. Preliminary and final title certificate, title company ownership lists, and public notice signs.
- b. Any and all application, processing, recording, and review fees associated with the project.
- c. Fees for surveying, engineering, and any other project consultants are not included within Michael Terrell - Landscape Architecture, PLLC's Scope of Services unless explicitly stated herein.
- e. Long distance telephone charges, out-of-town travel expenses and meals, and accommodations when presence is required overnight outside of Spokane County.
- f. Reproduction, printing, advertising, and "out of pocket" expenses, mileage, equipment rental, etc.

SECTION 8. DISPUTES - ATTORNEY FEE: The Client expressly agrees that should it become necessary for Michael Terrell - Landscape Architecture, PLLC to place this contract in the hands of an attorney for collection, or if suit shall be brought to collect any of the principal and interest due under this contract, the Client shall pay, in addition to the principal and interest due, a reasonable attorney fee and, further, the Client shall pay all costs of the legal action, including but not limited to, filing fees, deposition costs, service

PROPOSAL AND CONTRACT

Project: Cochran Downriver Master Planning 7

Project #: 17-010

Client: City of Spokane



fees, payment for witnesses, and court costs. This Agreement shall be governed by and interpreted under the laws of the State of Washington. The parties agree that in the event it becomes necessary to enforce any of the terms and condition of this contract, that the form, venue and jurisdiction in that particular action shall be in Spokane County, Washington.

SECTION 9. ASSIGNS: Neither the Client nor Michael Terrell - Landscape Architecture, PLLC may delegate, assign, sublet, or transfer the duties, interests, or responsibilities set forth in this Agreement without the written consent of the other party.

SECTION 10. NOTICE OF LIEN: The Client acknowledges that the notice has been given that a mechanic's or materialman's lien may be filed by Michael Terrell - Landscape Architecture, PLLC for materials and services furnished under this contract and that the Client hereby consents that such lien may be filed as security for materials and services furnished to him under this contract. The Client expressly waives all other notice requirements that a lien may be claimed.

SECTION 11. LIMITATION OF LIABILITY: To the maximum extent permitted by law, Michael Terrell - Landscape Architecture, PLLC's liability will not exceed the compensation received by MICHAEL TERRELL - LANDSCAPE ARCHITECTURE, PLLC under this agreement.

SECTION 12. OWNERSHIP OF DOCUMENTS: All drawings, plans, specifications, and other related documents prepared by Michael Terrell - Landscape Architecture, PLLC shall be the property of the Client. Any reuse shall be at the Client's sole risk and the Client shall indemnify and hold harmless Michael Terrell - Landscape Architecture, PLLC for any costs or damages resulting from such reuse.

**Agenda Sheet for City Council Meeting of:**

04/24/2017

<u>Date Rec'd</u>	4/11/2017
<u>Clerk's File #</u>	OPR 2017-0281
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	INNOVATION & TECHNOLOGY SERVICES
<u>Contact Name/Phone</u>	MICHAEL SLOON 625-6468
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5300 - MACARTHUR GRANT

Agenda Wording

Interlocal agreement between Spokane County and City of Spokane in conjunction with the Safety and Justice Challenge Financial Assistance Award from the John D. and Catherine T. MacArthur Foundation. Total funding from Spokane County is \$110,985.00.

Summary (Background)

Spokane County is the recipient of the Macarthur Foundation Grant and is providing funding to the City of Spokane to support the extensive technological needs of this project. This agreement also provides funding to support a portion of the salary and benefits of a City Pretrial Service Officer who will provide technical work related to the delivery of direct services for Pretrial Services. Term of this Interlocal is 5/1/16 through 4/30/18.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Revenue \$ 110,985.00	# 1360-91204-99999-36711-99999
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u>	FTC 04/10/17
<u>Division Director</u>	SLOON, MICHAEL	<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	Accounting - korlob@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	Contract Accounting -mdoval@spokanecity.org	
<u>Additional Approvals</u>		Legal - hwhaley@spokanecity.org	
<u>Purchasing</u>		Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokancity.org	
		Taxes & Licenses	
		sstopher, sbrown	

**INTERLOCAL AGREEMENT BETWEEN SPOKANE COUNTY AND
CITY OF SPOKANE IN CONJUNCTION WITH THE SAFETY AND JUSTICE
CHALLENGE FINANCIAL ASSISTANCE AWARD FROM THE JOHN D. AND
CATHERINE T. MACARTHUR FOUNDATION**

1. Grantee City of Spokane 808 West Spokane Falls Blvd Spokane, WA 99201	2. Contract Amount \$110,985.00	3. Tax ID# 91-60001280
5. Grantee Representative Kin Orlob Accounting Manager (509) 625-6265 korlob@spokanecity.org	6. County's Representative Dr. Jacqueline van Wormer Criminal Justice Administrator Contract Manager (509) 477-2307 jvanwormer@spokanecounty.org	
7. Grantor ID #	8. Start Date 5/1/2016	9. End Date 4/30/18
10. Funding Authority: John D. and Catherine T. MacArthur Foundation		
11. Grant Purpose: To support the extensive technological needs of the Safety and Justice Challenge project which is supported with the John D. and Catherine T. MacArthur Foundation grant funding received by Spokane County.		
12. COUNTY and the City of Spokane, acknowledge and accept the terms of this Interlocal Agreement and attachments and have executed the Interlocal Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Interlocal Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) General Terms and Conditions, (2) Attachment "A" Scope of Work, and (3) Attachment "B" Budget.		

(FACE SHEET)

THIS AGREEMENT, made and entered into by and between **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington, 99260, hereinafter referred to as “COUNTY,” and the **City of Spokane**, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as “CITY”, jointly hereinafter referred to as the “PARTIES.”

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington (sometimes hereinafter referred to as the “Board”) has the care of county property and management of county funds and business; and

WHEREAS, Spokane County received an award of financial assistance from the John D. and Catherine T. MacArthur Foundation as part of a network of sites participating in the Safety and Justice Challenge, the Foundation’s criminal justice reform initiative; and

WHEREAS, the purpose of the Safety and Justice Challenge, the Foundation’s criminal justice reform initiative is aimed at reducing over-incarceration by changing the way America thinks about and uses jails; and

NOW THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the PARTIES hereto agree as follows:

GENERAL TERMS AND CONDITIONS

SECTION NO. 1: DESCRIPTION OF SERVICES

The CITY of SPOKANE under this Agreement is to provide services as set forth in Attachment “A” Scope of Work. The services the CITY will provide under this Agreement shall be under the general direction of the Spokane County Criminal Justice Administrator, who shall act as the County’s representative during the performance of this Agreement. Services performed under this Agreement shall be performed by skilled and competent personnel.

SECTION NO. 2: TERM/COMPENSATION

For the contract time frame of May 1, 2016, through April 30, 2018, the COUNTY will reimburse the CITY an amount not to exceed One Hundred and Ten Thousand Nine Hundred Eighty-Five Dollars (\$110,985.00) for the performance of all things necessary for or incidental to the items contained in the Scope of Work as set forth in Attachment “A”. Requests for reimbursement should be submitted no more than monthly and no less than quarterly. Invoices must be submitted with appropriate supporting documentation as directed by the COUNTY’s representative designated below. All reimbursement requests for the previous calendar year must be submitted no later than January 10th to be allowable under the grant.

Requests for reimbursement shall be submitted to:

Jacqueline van Wormer Ph.D.
Criminal Justice Administrator
Contract Manager
1116 West Broadway
Spokane, WA 99260
jvanwormer@spokanecounty.org
(509) 477-5773

Payment shall be considered timely if made by the COUNTY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to City of Spokane, 808 West Spokane Falls Blvd. Spokane, WA 99201.

SECTION NO. 3: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. The COUNTY is interested only in the results that can be achieved and the conduct and control of the services set forth in Section No. 1 and described in Attachment "A" will be solely with the CITY. No agent, employee, servant or otherwise of the CITY shall be deemed to be an employee, agent, servant, or otherwise of the COUNTY for any purpose, and the employees of the CITY are not entitled to any of the benefits that the COUNTY provides for COUNTY employees. The CITY will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors or otherwise, during the performance of this Agreement.

The CITY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. The CITY representative or designee may select and supervise project staff as needed to perform the scope of work. All of the services contained within this Agreement shall be performed by the CITY or under its supervision, and all personnel engaged in performing the services shall be fully qualified and if required authorized or permitted under state and local law to perform such services.

The control of the Scope of Work rests entirely with the CITY and the PARTIES agree that through its' project representative the CITY shall maintain communication with the contract manager for the COUNTY. The CITY's project representative and the COUNTY's contract manager shall mutually define the frequency and the nature of these communications.

SECTION NO. 4: STANDARD OF CARE

The standard of care applicable to the CITY's services will be the degree of skill and diligence normally employed by the CITY performing the same or similar services at the time said services are performed.

The CITY shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and the coordination of all reports, plans, specifications and other services furnished by the CITY contained within this Agreement.

The CITY shall be liable for all damages to the COUNTY caused solely by the CITY's negligent performance of any of the services furnished under this Agreement.

Approval by the COUNTY contract representative of any reports, plans, specifications, documents contained in the Scope of Work and incidental consulting work or materials furnished shall not relieve the CITY of the responsibility for the technical adequacy and accuracy of their work.

The COUNTY's review, approval or acceptance of, or payment for any of the CITY's services shall not be construed as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

SECTION NO. 5: SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement.

If a subcontractor fails to perform or make progress as required by this Agreement and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CITY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

SECTION NO. 6: DISCLOSURE

The CITY shall deliver to the COUNTY for approval and acceptance and before eligible for final payment of any amounts due, all services required which are contained in the Scope of Work under this Agreement. Subject to the requirements of Chapter 42.56 RCW, all written and oral information not in the public domain or not previously known and all information and data obtained, developed or supplied by the COUNTY to the CITY will be kept confidential and will not be disclosed to any other party directly or indirectly without the COUNTY's prior review unless required by a lawful order.

To the extent allowed by law both PARTIES agree to use reasonable care to avoid unauthorized disclosure of confidential information. The PARTIES will limit access to confidential information received from the other PARTY to those persons having a need to know. Each PARTY shall employ the same reasonable safeguards in receiving, storing, transmitting and using confidential information that prudent organizations normally exercises with respect to their own confidential information of significant value.

Confidential information shall include written, graphic or oral communication. Confidential information shall not be disclosed by the receiving party to a third party for a period of five (5) years from receipt of such information or until a patent is published or the confidential information is

published by the disclosing party or unless the disclosing and receiving parties agree otherwise and in writing at the time of disclosure.

The terms of confidentiality set forth in this Agreement shall not be construed to limit the PARTIES' rights to independently develop products without the use of another PARTY's confidential information.

Confidential information shall not include information which: 1) was in the receiving party's possession prior to receipt of the disclosed information; 2) is or becomes a matter of public knowledge through no fault of the receiving party; 3) is received from a third party without a duty or confidentiality; 4) is independently developed by the receiving party; 5) is required to be disclosed under operation of law; and/or 6) is reasonably ascertained by either party to create a risk to a trial subject or to public health and safety.

It is understood that both PARTIES are subject to Washington State laws and regulations including the Washington Public Records Act, RCW 42.56 et. seq. If a Public Records Act request is made to view either of the PARTIES' confidential information, and either PARTIES' Public Records Officer either determines that exception to disclosure applies or is unable to determine whether an exemption to disclosure applies, the PARTY will notify the other PARTY of the request and the date that such records will be released to the requestor unless the notified PARTY obtains a court order enjoining that disclosure. If the notified PARTY fails to obtain a court order enjoining disclosure, the notifying PARTY will release the requested information on the date specified.

SECTION NO. 7: WAIVER

No officer, employee, agent or otherwise of the COUNTY has the power, right or authority to waive any of the conditions or provisions to this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law shall be taken and construed as cumulative; that is, in addition to every other remedy provided herein or by law. Failure of the COUNTY to enforce at any time any of the provisions of this Agreement or to require at any time performance by the CITY of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of the COUNTY to hereafter enforce each and every such provision.

SECTION NO. 8: VENUE STIPULATION

This Agreement has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 9: COMPLIANCE WITH LAWS

The CITY specifically agrees to observe all applicable federal, state and local laws, ordinances and regulations to the extent that they may have any bearing upon the CITY in meeting its responsibilities under the terms of this Agreement or the provisions of services under this Agreement.

SECTION NO. 10: MODIFICATION

No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement. The COUNTY reserves the right to make changes in the Scope of Work, including alternations, reductions therein or additions thereto. Upon receipt by the CITY of the COUNTY's notification of a contemplated change, the CITY shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, and (2) notify the COUNTY of any estimated change in the completion date. If the COUNTY so instructs in writing, the CITY shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY's decision to proceed with the change. If the COUNTY elects to make the change, the COUNTY shall issue an Amendment to the Agreement and the CITY shall not commence work on any such changes until such a written Amendment has been issued and signed by each of the PARTIES.

SECTION NO. 11: NOTICES

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or the CITY at the address set forth hereinabove for such PARTY, or at such other address as either PARTY shall from time-to-time designate by notice in writing to the other PARTY.

SECTION NO. 12: MAINTENANCE OF RECORDS

The CITY will maintain for at least three (3) years after completion of this Agreement all relevant records pertaining to the Agreement. The CITY shall make available to the COUNTY or the Washington State Auditor or their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the CITY shall have kept in conjunction with this Agreement, and which the COUNTY may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding the services contracted for herein.

SECTION NO. 13: ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the PARTIES. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the PARTIES hereto. The CITY has read and understands all of this

Agreement and now states that no representation, promise or agreement not expressed in this Agreement has been made to induce the CITY to execute the same.

SECTION NO. 14: SEVERABILITY

It is understood and agreed among the PARTIES that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provisions of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

SECTION NO. 15: EXECUTION AND APPROVAL

The PARTIES warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the PARTY for purposes of confirming this Agreement.

SECTION NO. 16: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 17: TAXES

If this Agreement applies to CITY staff, all payments accrued on account of payroll taxes, unemployment contributions, staff expenses, CITY income or gross receipts, insurance costs, expenses or any other taxes shall be the sole responsibility of the CITY.

SECTION NO. 18: INSURANCE

The CITY shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at its expense, for the duration of the AGREEMENT. The following is a list of the required AGREEMENT coverage requirements:

GENERAL LIABILITY INSURANCE: The CITY shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and \$5,000.00 medical expense.

ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that COUNTY, its officers, agents and employees, and any other entity specifically required by the provisions of this AGREEMENT will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from

all claims. Language such as the following should be used: "Spokane County, its' officers, agents and employees are named as an additional insured with respect to the "2017 Agreement between Spokane County and City of Spokane in Conjunction with the Safety and Justice Challenge Financial Assistance Award from the John D. and Catherine T. MacArthur Foundation."

WORKERS COMPENSATION: If the CITY has employees, it shall show proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be the CITY's assurance that coverage is in effect.

PROFESSIONAL LIABILITY INSURANCE: The CITY shall provide errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$1,000,000.00.

Any exclusion to the CITY's insurance policies that may restrict coverage required in the AGREEMENT's insurance requirements must be pre-approved by the Spokane County Risk Management Department. The CITY's insurer shall have a minimum A.M. Best's rating of A-VII and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the CITY and a copy of any required endorsement(s) and returned to the Spokane County Risk Manager. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the COUNTY. The policy shall be endorsed and the certificate shall reflect that the COUNTY is named as an additional insured on the CITY's general liability policy with respect to activities under the AGREEMENT. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by the CITY.

The CITY shall not commence providing services until a Certificate of Insurance, meeting the requirements set forth herein, has been approved by the Spokane County Risk Management Department. Said proof of insurance should be mailed to the Risk Management Department: "Agreement Between Spokane county and City of Spokane in Conjunction with the Safety and Justice Challenge Financial Assistance Award from the John D. and Catherine T. MacArthur Foundation". Upon request, the CITY shall forward to the Risk Management Department the original policy, or endorsement obtained.

Failure of the CITY to fully comply with the insurance requirements set forth herein, during the term of the AGREEMENT, shall be considered a material breach of contract and cause for immediate termination of the AGREEMENT at the COUNTY's discretion.

Providing coverage in the above amounts shall not be construed to relieve the CITY from liability in excess of such amounts.

SECTION NO. 19: ASSIGNMENT & NO THIRD PARTY BENEFICIARIES

This Agreement is for service provision contained in the Scope of Work and accordingly, the CITY may not assign or transfer, in whole or in part its interest in this Agreement without the express written consent of the COUNTY. Nothing in this agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

SECTION NO. 20: SURVIVAL

Any Sections of this Agreement which, by their sense and context, are intended to survive shall survive the termination of this Agreement.

SECTION NO. 21: FEDERAL DEBARMENT AND SUSPENSION VERIFICATION

The CITY certifies, by signing this Agreement, that neither it nor its' principals nor any subcontractor nor its' principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The CITY shall provide immediate written notice to the COUNTY if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

SECTION NO. 22: NON-DISCRIMINATION

The PARTIES hereto specifically agree that no person shall, on the grounds of race, creed, color, sex, sexual orientation, national origin, marital status, age or the presence of any sensory, mental, or physical disability or Vietnam era or disabled veterans status be excluded from full employment rights and participation in, or be denied the benefits of, or be otherwise subject to, discrimination in conjunction with any services which the CITY will receive payment under the provisions of this Agreement.

SECTION NO. 23: EXCUSABLE DELAYS

The CITY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonable beyond the CITY's control and without its fault of negligence. Such causes may include, but are not limited to: acts of God; the COUNTY's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes and severe weather conditions.

Upon the CITY's request, the COUNTY shall consider the facts and extent of any failure to perform the work and if the CITY's failure to perform was without it or its subcontractors fault or negligence, the Agreement schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the COUNTY's rights to change, terminate or stop any or all of the work at any time.

SECTION NO. 24: AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Agreement is contingent upon the continued availability of the MacArthur Foundation grant funding used to support this Agreement. In the event of the unavailability of funding for the services provided under the Agreement, the COUNTY will terminate the Agreement without termination charge or other liability. If at any time funds are not made available to the COUNTY by the MacArthur Foundation for the services provided under this Agreement, cancellation shall be accepted by the CITY on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the COUNTY shall not be obligated under this Agreement beyond the date of termination.

SECTION NO. 25: LIABILITY

Each PARTY agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents or employees to the fullest extent required by law. It is further provided that no liability shall attach to the COUNTY by reason of entering into this Agreement except as expressly provided herein.

SECTION NO. 26: ANTI-KICKBACK

No officer or employee of the COUNTY having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement or have solicited, accepted or granted a present or future gift, favor, service, or other thing or value from or to any person involved in this Agreement.

The CITY represents that it has not employed or retained any company or person other than a bona fide employee working solely for the CITY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION NO. 27: SUCCESSORS AND ASSIGNS

The COUNTY and the CITY each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor WSU shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other.

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of either party to this Agreement, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CITY.

SECTION NO. 28: CONFLICT OF INTEREST

The CITY represents that it presently has no interest and shall acquire not interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CITY further represents that no person having any interest shall be employed for said performance.

The CITY shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CITY's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CITY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would in the opinion of the COUNTY constitute a conflict of interest if entered into by the CITY. The COUNTY agrees to notify the CITY of its opinion by certified mail within thirty (30) days of receipt of notification by the CITY. If in the opinion of the COUNTY the prospective business association, interest or circumstance would not constitute a conflict of interest by the CITY, the COUNTY shall so state in the notification and the CITY shall at their option enter into said association, interest of circumstance and it shall be deemed not in conflict of interest with respect to services provided

SECTION NO. 29: ENFORCEMENT COSTS

If any legal action or other proceeding is brought to enforce this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney fees as determined by a court in conjunction with such legal proceedings.

SECTION NO. 30: NON-SOLICITATION AGREEMENT

Each party understands that the other PARTY's individual employees are some of the most valuable assets within their organization responsible for the creative forces behind each PARTY's advancements in criminal justice reform, technology and business development. Recognizing the value each PARTY places on its individual employees and each PARTY's interest in retaining its employees, it is agreed that during the term of this Agreement, neither PARTY shall, directly or indirectly, induce or try to induce any employee of the other PARTY to leave their employment with that PARTY or any of its subsidiaries or affiliates to work for another person or company that does or may be expected to complete with the non-soliciting PARTY or any of its subsidiaries or affiliates.

SECTION NO. 31: SEPARATE LEGAL ENTITY

This Agreement does not create, nor seek to create, a separate legal entity pursuant to RCW 39.34.030. It is the intent of the parties that the CITY provide services as set forth in the Scope of Work, Attachment "A".

SECTION NO. 32: AGREEMENT TO BE FILED

The CITY shall file this Agreement with its City Clerk. The COUNTY shall file this Agreement with the County Clerk and will place it on its website.

SECTION NO. 33: DISPUTE RESOLUTION

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the COUNTY and the CITY representatives cannot resolve the dispute it will

be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The COUNTY and the CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW.

The costs of the arbitration panel shall be equally split between the PARTIES.

SECTION NO. 34: TERMINATION

This Agreement may be terminated by the COUNTY for any reason whatsoever upon thirty (30) calendar day written notification to the CITY. Unless the CITY is in breach of this Agreement the CITY shall be paid on a prorated basis for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the CITY shall:

1. Stop work on the date and to the extent specified; and
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work; and
3. Transfer all work in process, completed work and other material related to the terminated work to the COUNTY; and
4. Continue and complete all parts of the work that have not been terminated.

This Agreement may be terminated by the CITY upon thirty (30) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the CITY.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on date and year opposite their respective signatures.

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

AL FRENCH, Chair

ATTEST:

JOSH KERNS, Vice Chair

Ginna Vasquez
Clerk of the Board

SHELLY O’QUINN, Commissioner

CITY OF SPOKANE

DATED: _____

By: _____

Title: _____

ATTACHMENT “A”

SCOPE OF WORK

Spokane County received funding from the John D. and Catherine T. MacArthur Foundation to support participation in the Safety and Justice Challenge, the Foundation’s criminal justice reform initiative aimed at reducing over-incarceration by changing the way America thinks about and uses jails.

This Agreement between Spokane County and the City of Spokane is to provide the CITY with funding to support the extensive technological needs of this project, including the creation of necessary data base interfaces; the provision to Spokane County and/or the MacArthur Foundation of data required as part of the national evaluation project; support of the Risk/Needs/ Responsibility & Fidelity tool (RNR+f) system software and IT support staff. The CITY has estimated IT support staff hours for data pulls and technical support for both the first year and second year of the grant project and the budget is reflective of these estimated hours.

This Agreement also provides funding to support a portion of the salary and benefits of a CITY Pretrial Service Officer. The Pretrial Service Officer will provide technical work related to the delivery of direct services for Pretrial Services including completing pretrial risk assessments, developing case histories, determining public defender eligibility, enforcing court-ordered supervision and implementing strategies to mitigate a defendant’s level of risk. All hours assigned to this funding will be tracked via Spokane County time sheet processes and no over-time will be allowed or paid.

ATTACHMENT “B”

BUDGET DETAIL

Total Funding	\$110,985.00
Total Expenses	\$110,985.00
IT Support Salaries & Benefits	\$ 75,084.49
JustWare Software Support and Upgrades	\$ 2,701.20
Cable Installation	\$ 1,199.31
Pretrial Service Officer (2016) salary & benefits	\$ 15,000.00
Pretrial Service Officer (2017) salary & benefits	\$ 17,000.00

**Agenda Sheet for City Council Meeting of:**

04/24/2017

<u>Date Rec'd</u>	4/4/2017
<u>Clerk's File #</u>	OPR 2017-0282
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	HOUSING & HUMAN SERVICES
<u>Contact Name/Phone</u>	REBEKAH X6321 HOLLWEDEL
<u>Contact E-Mail</u>	RHOLLWEDEL@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	1680 - CONTINUUM OF CARE PROGRAM AWARDS

Agenda Wording

The CHHS department seeks acceptance of the CoC Program Award of \$3,776,210 from Housing and Urban Development and approval to enter into contract for the awarded projects.

Summary (Background)

Each year the CHHS Department competes nationally through the Continuum of Care Program to support renewal funding for all HUD funded projects. HUD released their Notice of Funding Availability (NOFA) on June 28, 2016 and awards were announced on December 20, 2016. Tier 1 awards provide \$3,491,107 for 21 projects, two of which are new projects that will further support coordinated assessment and PSH. Tier 2 awards provide \$180,610 for one project.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Revenue \$ 3,776,210	# 1541-95469-99999-33114
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEENAN, KELLY	<u>Study Session</u>	4/6/17
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	tdanzig	
<u>For the Mayor</u>	SANDERS, THERESA	sscheidegger	
<u>Additional Approvals</u>		cbrown	
<u>Purchasing</u>		kkeenan	
		dkinder	

BRIEFING PAPER
Community, Housing & Human Services Board
FY2016 CoC Program Awards
March 15, 2017

Subject

Each year the CHHS Department competes nationally through the Continuum of Care Program to support renewal funding for all HUD funded projects. HUD released their Notice of Funding Availability (NOFA) on June 28, 2016 and awards were announced on December 20, 2016. Tier 1 awards provide \$3,491,107 for 21 projects, two of which are new projects that will further support coordinated assessment and PSH. Tier 2 awards provide \$180,610 for one project. A complete list of the 2016 CoC projects awarded is attached. Total funding decreased slightly from \$3,822,547 to \$3,776,210 due to the voluntary reallocation of one project and a second project that was not funded by HUD.

Background

The FY2016 CoC Competition NOFA was released on June 28, 2016 and closed September 14, 2016. As outlined in the 2016 NOFA, Continuums are required to review and rank renewal and new projects submitted for funding through the local competition process. An ad-hoc committee, consisting of persons recommended by the CHHS board, was assembled to review project level performance. For each project, this average score was added to their score received from staff review of their respective policies and procedures submitted, creating the total score used for the initial ranking. After this portion of the process was completed, one project that serves chronic households with children indicated their desire to end the project and notified staff regarding their plan to transition clients out of the program.

A second committee, comprised of volunteers from the CoC Advisory Committee, reviewed the initial project ranking list in order to determine the final ranking of each project into Tier 1 and Tier 2 for the project application. The committee took into consideration the following factors: initial ranking, project scores, populations served, cost per household and each project's contribution to our systematic plan to address the goals of ending: Veteran Homelessness, Chronic Homelessness, Family and Youth Homelessness as defined in the FY2016 CoC Competition NOFA.

Projects placed into Tier 2 include projects that have been identified by HUD and local indicators as interventions that are less strategic in accomplishing the goals identified in *Strategic Plan to End Homelessness 2015-2020* and the FY2016 CoC Competition NOFA. Some other considerations that went into the final ranking process are outlined in the following paragraphs.

In past years, HUD has encouraged Continuums to reallocate projects that are performing poorly, as well as projects that serve populations in which evidence-based practices have shown are better served by alternative project types such as rapid re-housing. Spokane has reallocated many projects that were poorly performing. This year there were not any clear choices to place in the Tier 2 group. The final ranking committee decided to place a project that serves youth at the bottom of the listing. The project was deemed unsustainable, and with the recent release of another HUD funding availability, specifically for addressing youth homelessness, it was agreed to be an acceptable choice.

This year two new projects were submitted, one will serve the chronically homeless and the second will serve the system as a whole in the form of additional coordinated assessment services for families. Both of these projects were deemed to have important impacts on the system and were subsequently placed in the Tier 1 group. One project that serves the chronically homeless was placed in Tier 2, and although it scored higher than other projects, this decision was made due to some opportunities for adjustments to the current structure to enhance the long-term sustainability of the project.

Some lower scoring renewal projects were included in Tier 1, above a higher performing PSH project. As mentioned previously, score is not the only consideration in the ranking process. Other factors such as population served and system need were considered. These projects are either serving a priority population or providing an activity that will lead us to the goals defined above. We will continue to work with these projects to increase performance. The committee decided to place this PSH project at the bottom of Tier 1 as we were approximately \$33,316 over our allowed Tier 1 amount. HUD has indicated that projects in this situation may or may not be funded based on various factors. The group agreed that should HUD decide to fund this project at the reduced amount, less the \$33,316, it would be able to withstand this loss as has a very large budget.

Our Tier 1 consists of 92% of our award, which equals \$3,491,107. Tier 2 consists of the remaining \$180,610, or 8%, of the total awarded funds. The City of Spokane CoC Planning grant consists of \$104,493 and was not ranked per the FY2016 CoC Competition NOFA. This grant covers City administrative costs associated with our CoC. Our total award for the CoC Program is \$3,776,210. The CoC Program funding decreased slightly by \$46,337 due to the voluntary reallocation of a PSH program for families. This decision was made by both agencies administering this project in order to strategically leverage resources and to more effectively serve clients. We did not receive funding for one project that serves youth ages 16-24 within the county due to the community's decision to place this project in Tier 2, understanding this project may not be funded. The agency administering this project agreed to place this project in this position amongst the ranking as well as it was one of the lowest performing in project performance scoring and overall scored the lowest.

Impact

Our annual CoC Program funding provides the financial backbone to individual projects serving the homeless population in Spokane County. These projects provide rental assistance, leasing, operations and support services in permanent housing and transitional housing in addition to support services to homeless individuals and families. Our coordinated entry for both singles and families are now partially funded under this program, further bolstering the stability and success of these programs. Tier 2 funding includes one renewal project. This project will continue to provide permanent supportive housing for chronically homeless individuals.

Action

The department seeks acceptance of the CoC Program Award of \$3,776,210 from Housing and Urban Development and enter into contract with the awarded projects once appropriate documents are received from HUD.

Funding

Funding to support these projects comes through HUD's CoC Program funds.

Attachments

- FY2016 CoC Competition Final Program Ranking List

For further information contact: Becky Hollwedel, 509.625.6321, rhollwedel@spokanecity.org

		2016 CoC Program Awards			
		Requested Funding	Project Name	Population served	Awarded Amount
Tier 1		\$177,489	WA0329 City of Spokane HMIS Project	System	\$177,489.00
		\$315,853	WA0353 Rapid Re-Housing for Households without Children	HH w/children	\$315,853.00
		\$167,818	WA0288 Catholic Charities Rapid Rehousing Project	HH w/children	\$167,818.00
		\$148,000	WA0330 Singles Homeless Coordinated Assessment (SHCA)	System	\$148,000.00
		\$332,649	WA0332 Catholic Charities HF at Buder Haven/The Marilee	Chronic Homeless	\$332,649.00
		\$22,555	WA0127 VOA Crosswalk	Youth	\$22,555.00
		\$274,584	WA0111 VOA PSH Off Site	Chronic Homeless	\$274,584.00
		\$201,082	WA0130 VOA Samaritan 05-06	Chronic Homeless	\$201,082.00
		\$21,861	WA0125 Transitions Women's Hearth	Single Women	\$21,861.00
		\$125,122	WA0218 VOA Samaritan III	Chronic Homeless	\$125,122.00
		\$64,529	WA0109 Catholic Charities St. Margaret's Shelter Transitional Housing	HH w/ Children	\$64,529.00
		\$213,720	WA0331 Rapid Re-Housing for Household without Children	Singles	\$213,720.00
		\$265,250	WA0302 Catholic Charities Rapid Rehousing Project for Families	HH w/children	\$265,250.00
		\$52,223	WA0128 VOA Hope House	Chronic Homeless	\$52,223.00
		\$191,635	WA0113 SNAP/VOA Comprehensive Housing and Services	Youth	\$191,635.00
		\$174,330	WA0122 SNAP Rapid Re-Housing for Families	Singles	\$174,330.00
		\$155,000	NEW Catholic Charities HOC PSH III	Chronic Homeless	\$155,000.00
		\$75,144	WA0126 VOA Alexandria's House	Youth	\$75,144.00
		\$153,112	WA0119 SNAP Small Cities Rapid Re-Housing for Singles	HH w/o child	\$153,112.00
		\$80,000	NEW Homeless Families Coordinated Assessment (HFCA)	System	\$80,000.00
		\$279,151	WA0129 VOA Off-Site PSH	Chronic Homeless	\$279,151.00
				Tier 1 Total	\$3,491,107.00
Tier 2					
		\$180,610	WA0285 Catholic Charities Housing First Project	Chronic Homeless	\$180,610.00
				Tier 2 Total	\$180,610.00
Not Ranked (per NOFA)		\$104,493	City of Spokane Planning Grant	System	\$104,493.00
				CoC Total	\$3,776,210.00
NOT Funded		\$136,010	WA0118 SNAP Rural Rental Assistance ¹	Singles	0

¹ This TH project recently switched population focus to serve youth ages 16-24. The name of the project cannot change despite program changes. This project also does not provide rental assistance.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF ASSISTANT SECRETARY
FOR COMMUNITY PLANNING AND DEVELOPMENT

February 15, 2017

Mrs. Dawn Kinder
Community, Housing and Human Services Director
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Dear Mrs. Kinder:

Congratulations! I am delighted to inform you that the Fiscal Year (FY) 2016 Continuum of Care (CoC) Program project application(s) your organization submitted was selected for funding in the total amount of \$3,776,210.

The CoC Program is an important part of HUD's mission. CoCs all over the country continue to improve the lives of men, women, and children experiencing homelessness through their local planning efforts and through the direct housing and service programs funded under the FY 2016 CoC Program Competition. The programs and CoCs funded through the CoC Program continue to demonstrate their value by improving accountability and performance every year. HUD commends your organization for its work and encourages it to continue to strive for excellence in the fight against homelessness.

The conditionally obligated funds for your award(s) are detailed in the enclosure, which lists: the name(s) of the individual project(s); the project number(s); and the specific amount(s) of the obligation(s) for each conditionally selected application. Your local field office will be sending a letter to provide your organization with more information about finalizing your award(s), including execution of your grant agreement(s). Your organization will be able to access these funds once all conditions are satisfied and the grant agreement is fully executed.

Sincerely,

Clifford Taffet
General Deputy Assistant Secretary
for Community Planning and Development

Enclosure

Enclosure

WA0109L0T021609

WA0109 - Catholic Charities / SMS TH CoC 16

\$64,529

WA0111L0T021609

WA0111 VOA PSH Off Site CoC 2016

\$274,584

WA0113L0T021609

WA0113 SNAP / VOA Comprehensive Housing and Services CoC 2016

\$191,635

WA0119L0T021609

WA0119 SNAP Small Cities Rapid Re-housing CoC 2016

\$153,112

WA0122L0T021609

WA0122 SNAP Rapid Re-housing for Families CoC 2016

\$174,330

WA0125L0T021609

WA0125 Transitions / Women's Hearth CoC 2016

\$21,861

WA0126L0T021609

WA-0126 - VOA Alexandria's House CoC 2016

\$75,144

WA0127L0T021609

WA0127 VOA Crosswalk CoC 2016

\$22,555

WA0128L0T021609

WA0128 VOA Hope House CoC 2016

\$52,223

WA0129L0T021609

WA0129 VOA Off-Site PSH CoC 2016

\$279,151

WA0130L0T021609

WA0130 VOA / Samaritan 05-06 CoC 2016

\$201,082

WA0218L0T021606

WA0218 VOA/ Samaritan III CoC 2016

\$125,122

WA0285L0T021603

WA0285 Catholic Charities / Housing First Project CoC 2016

\$180,610

WA0288L0T021603

WA0288 Catholic Charities Rapid Rehousing Project CoC 2016

\$167,818

WA0302L0T021602

WA0302 Catholic Charities Rapid Rehousing Project for Families CoC 2016

\$265,250

WA0329L0T021601

WA0329 City of Spokane HMIS Project- CoC FY2016

\$177,489

WA0330L0T021601

WA0330 Coordinated Assessment – SHCA CoC FY2016

\$148,000

WA0331L0T021601

WA0331 Rapid Rehousing for Households without Children FY2016

\$213,720

WA0332L0T021601

WA0332 Catholic Charities HF at Buder Haven/The Marilee CoC FY2016

\$332,649

WA0353L0T021601

WA0353 Rapid Rehousing for Households with Children FY2016

\$315,853

WA0372L0T021600

City of Spokane Planning CoC FY2016

\$104,493

WA0373L0T021600

Homeless Families Coordinated Assessment (HFCA) FY2016

\$80,000

WA0374L0T021600

Catholic Charities HOC PSH III FY2016

\$155,000

Total Amount:

\$3,776,210

**Agenda Sheet for City Council Meeting of:**

04/24/2017

<u>Date Rec'd</u>	4/3/2017
<u>Clerk's File #</u>	PRO 2017-0013
<u>Renews #</u>	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2013214/2012500
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 17994
Agenda Item Name	0370 - LOW BID OF CLEARWATER CONSTRUCTION MANAGEMENT		

Agenda Wording

Low Bid of Clearwater Construction Management (Spokane, WA) for I03 Control Facility (TJ Meenach CSO) and Cochran Stormwater at Grace - \$7,994,831.04 plus tax. An administrative reserve of \$799,483.10 which is 10% of the contract price plus

Summary (Background)

On April 3, 2017 bids were opened for the above project. The low bid was from Clearwater Construction Management in the amount of \$7,994,831.04, which is \$1,756,823.45 or 17.99% under the Engineer's Estimate; two other bids were received as follows: Halme Construction, Inc. - \$9,671,473.00 and Garco Construction - \$9,949,000.00.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 7,680,366.31	#	4340 43416 94000 56501 09148
Expense	\$ 1,211,975.24	#	4250 94341 94000 56501 99999
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	Public Works 3/13/17
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	Engineering Admin	
<u>For the Mayor</u>	SANDERS, THERESA	kbustos@spokanecity.org	
<u>Additional Approvals</u>		mdovol@spokanecity.org	
<u>Purchasing</u>		kgoodman@spokanecity.org	
		kschmitt@spokanecity.org	
		htrautman@spokanecity.org	
		mhughes@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

tax, will be set aside. (East Central Neighborhood Council)

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER
Public Works Committee
Engineering Services
March 13, 2017

Subject:

I03 – southeast corner Northwest Blvd & TJ Meenach. (2013214)

Background:

The proposed I-03 tank is part of the overall CSO program intended to bring the frequency of combined sewer discharge to the Spokane River into compliance with state regulations. The proposed tank will be 1.4 M gallons and approx. 190-feet long by 95-feet wide and will be on currently unused (and largely unseen) City owned property. Also included in the project is piping and stormwater swales as shown on the attached exhibit which are the first step in addressing Cochran basin stormwater.

When construction is complete, the site will be restored with a paved access road, gravel trails, dryland grass, shrubs and numerous trees.

Public Impact:

Construction is largely out of the road. However, there are eight pipes crossing TJ Meenach which will require a full closure of TJ Meenach with traffic detoured to Ash/Maple and Pettit Drive. This full closure will be done in the summer and limited to six weeks.

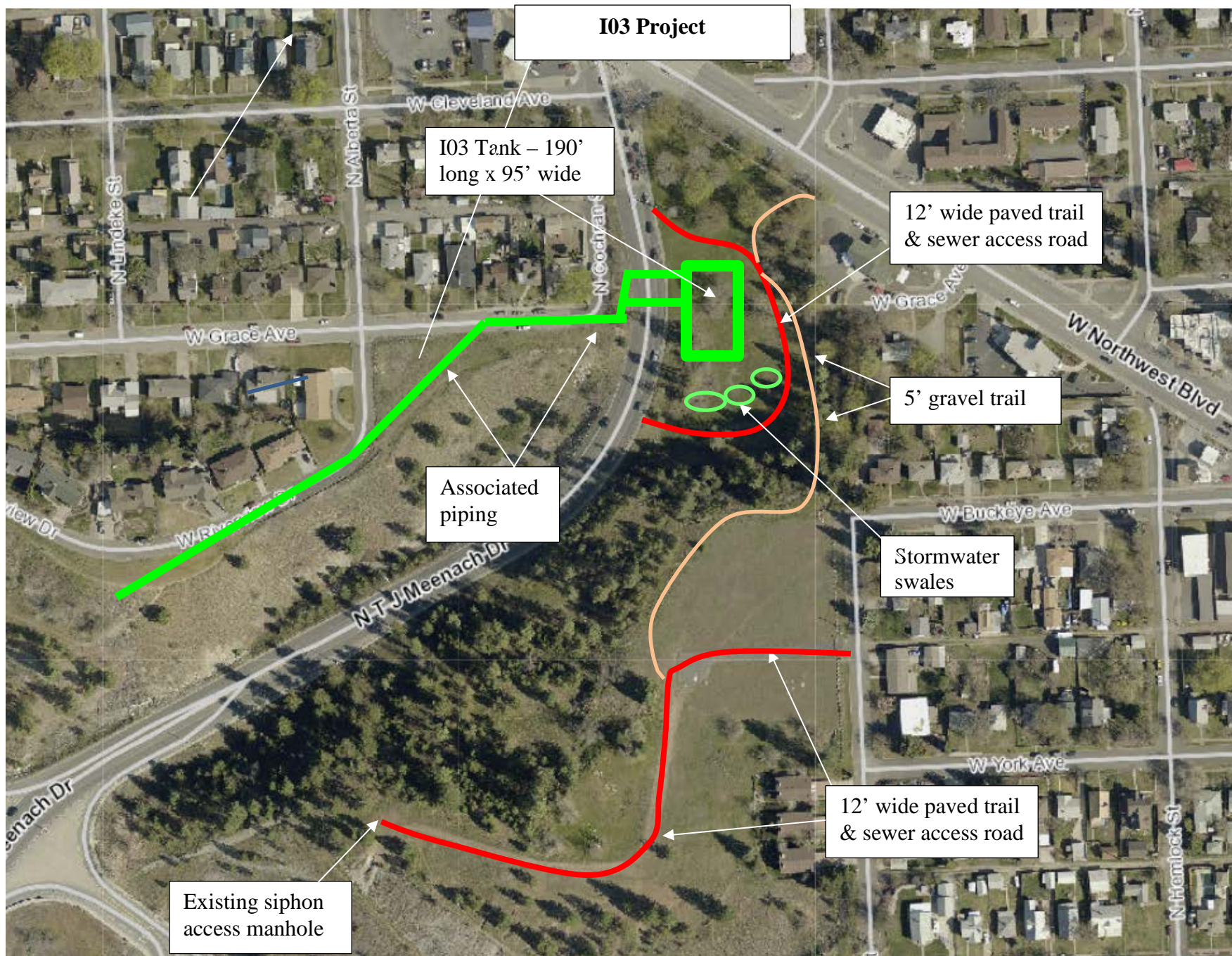
Action:

This background information is provided for council consideration. The engineer's estimate for the project is \$9.8M. This project is currently on ad with bids due March 27, 2017. We plan to put this project on council advanced agenda shortly thereafter.

Construction is expected to begin in late spring and be completed late spring 2018.

Funding

This project will be paid with sewer department funds.



City Of Spokane
Engineering Services Department
***** Bid Tabulation *****

Project Number: 2013214

Project Description IO3 Control Facility

Funding Source Local

Preparer Michael Myers

Original Date 2/17/2017 8:40:13 AM

Update Date 4/3/2017 2:21:34 PM

Addendum

Project Number: 2013214			Engineer's Estimate		Clearwater Construction & Management		Halme Construction Inc		Garco Construction Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01 IO3 Control Facility

Sales tax shall NOT be included in unit prices

101	POST-CONSTRUCTION SURVEYING	1 LS	*****	5,000.00	*****	5,800.00	*****	5,500.00	*****	7,500.00
102	RECORD DRAWINGS	1 LS	*****	8,000.00	*****	8,000.00	*****	8,000.00	*****	8,000.00
103	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
104	SPCC PLAN	1 LS	*****	800.00	*****	300.00	*****	500.00	*****	1,000.00
105	POTHOLING	10 EA	550.00	5,500.00	180.00	1,800.00	378.00	3,780.00	500.00	5,000.00
106	REFERENCE AND REESTABLISH SURVEY MONUMENT	3 EA	500.00	1,500.00	366.67	1,100.01	420.00	1,260.00	600.00	1,800.00
107	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,000.00	*****	2,900.00	*****	2,640.00	*****	5,000.00
108	MOBILIZATION	1 LS	*****	730,000.00	*****	626,300.00	*****	950,000.00	*****	990,000.00
109	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	60,000.00	*****	26,800.00	*****	30,000.00	*****	65,000.00
110	SPECIAL SIGNS	100 SF	20.00	2,000.00	12.00	1,200.00	12.00	1,200.00	20.00	2,000.00
111	SEQUENTIAL ARROW SIGN	400 HR	5.00	2,000.00	4.00	1,600.00	5.00	2,000.00	5.00	2,000.00
112	PORTABLE CHANGEABLE MESSAGE SIGN	500 HR	7.00	3,500.00	5.60	2,800.00	6.00	3,000.00	7.00	3,500.00
113	TYPE III BARRICADE	30 EA	50.00	1,500.00	46.67	1,400.10	48.00	1,440.00	50.00	1,500.00
114	CLEARING AND GRUBBING	1 LS	*****	35,000.00	*****	11,100.00	*****	70,000.00	*****	25,000.00

<i>Project Number:</i> 2013214			<i>Engineer's Estimate</i>		Clearwater Construction & Management		Halme Construction Inc		Garco Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> IO3 Control Facility					Sales tax shall NOT be included in unit prices					
115	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	3,000.00	*****	5,000.00	*****	3,300.00	*****	5,000.00
116	REMOVE TREE, CLASS I	7 EA	500.00	3,500.00	214.29	1,500.03	228.00	1,596.00	250.00	1,750.00
117	REMOVE TREE, CLASS II	4 EA	1,000.00	4,000.00	750.00	3,000.00	780.00	3,120.00	750.00	3,000.00
118	REMOVE TREE, CLASS III	2 EA	1,500.00	3,000.00	1,100.00	2,200.00	1,200.00	2,400.00	1,100.00	2,200.00
119	REMOVE TREE, CLASS IV	2 EA	2,100.00	4,200.00	1,950.00	3,900.00	2,100.00	4,200.00	1,800.00	3,600.00
120	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	2,000.00	*****	20,800.00	*****	15,000.00	*****	25,000.00
121	REMOVE EXISTING CURB	1655 LF	4.50	7,447.50	5.56	9,201.80	2.50	4,137.50	7.00	11,585.00
122	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	340 SY	9.00	3,060.00	8.82	2,998.80	5.00	1,700.00	13.00	4,420.00
123	SAWCUTTING CURB	8 EA	28.00	224.00	25.00	200.00	25.00	200.00	125.00	1,000.00
124	SAWCUTTING RIGID PAVEMENT	335 LFI	1.10	368.50	1.19	398.65	1.00	335.00	3.50	1,172.50
125	SAWCUTTING FLEXIBLE PAVEMENT	5425 LFI	0.50	2,712.50	0.81	4,394.25	0.30	1,627.50	2.50	13,562.50
126	SAWCUTTING TRIP HAZARD	50 LFI	25.00	1,250.00	30.00	1,500.00	36.00	1,800.00	4.00	200.00
127	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	4 EA	600.00	2,400.00	325.00	1,300.00	261.00	1,044.00	700.00	2,800.00
128	ROADWAY EXCAVATION INCL. HAUL	1030 CY	25.00	25,750.00	14.85	15,295.50	17.00	17,510.00	32.00	32,960.00
129	REMOVE UNSUITABLE FOUNDATION MATERIAL	35 CY	18.00	630.00	20.00	700.00	30.00	1,050.00	100.00	3,500.00
130	REPLACE UNSUITABLE FOUNDATION MATERIAL	45 CY	12.00	540.00	28.89	1,300.05	10.00	450.00	125.00	5,625.00
131	GRANULAR BORROW INCL. HAUL	4875 CY	18.00	87,750.00	16.35	79,706.25	12.00	58,500.00	17.50	85,312.50
132	SELECT GRANULAR BORROW INCL. HAUL	2135 CY	20.00	42,700.00	18.69	39,903.15	10.00	21,350.00	22.00	46,970.00
133	BANK EXCAVATION, SHAPING & GRADING - UPPER SITE	1 LS	*****	15,000.00	*****	26,300.00	*****	25,000.00	*****	40,000.00

<i>Project Number:</i> 2013214			<i>Engineer's Estimate</i>		Clearwater Construction & Management		Halme Construction Inc		Garco Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> IO3 Control Facility					Sales tax shall NOT be included in unit prices					
134	BANK EXCAVATION, SHAPING & GRADING - TEMP ACCESS ROAD	1 LS	*****	7,000.00	*****	15,800.00	*****	5,500.00	*****	28,000.00
135	PREPARATION OF UNTREATED ROADWAY	5230 SY	3.00	15,690.00	2.62	13,702.60	1.00	5,230.00	3.00	15,690.00
136	STRUCTURE EXCAVATION CLASS A INCL. HAUL	27050 CY	25.00	676,250.00	11.77	318,378.50	20.00	541,000.00	22.00	595,100.00
137	EXTRA EXCAVATION CLASS A INCL. HAUL	1050 CY	27.00	28,350.00	5.81	6,100.50	25.00	26,250.00	25.00	26,250.00
138	SHORING - IO3 TANK	1500 SF	130.00	195,000.00	43.80	65,700.00	200.00	300,000.00	100.00	150,000.00
139	SHORING OR EXTRA EXCAVATION CLASS A - MERGE VAULT	1 LS	*****	45,000.00	*****	91,000.00	*****	50,000.00	*****	110,000.00
140	SHORING OR EXTRA EXCAVATION - REBUILT 9A-1 SEWER	1 LS	*****	75,000.00	*****	77,000.00	*****	150,000.00	*****	45,000.00
141	GRAVEL BACKFILL FOR WALLS	1430 CY	25.00	35,750.00	19.51	27,899.30	33.00	47,190.00	20.00	28,600.00
142	FLEXIBLE POROUS PAVEMENT	1370 SY	65.00	89,050.00	51.39	70,404.30	61.00	83,570.00	45.00	61,650.00
143	CRUSHED SURFACING TOP COURSE	495 CY	47.00	23,265.00	44.44	21,997.80	46.50	23,017.50	48.00	23,760.00
144	CRUSHED SURFACING BASE COURSE	140 CY	47.00	6,580.00	37.14	5,199.60	38.00	5,320.00	48.00	6,720.00
145	CSTC FOR SIDEWALK AND DRIVEWAYS	25 CY	75.00	1,875.00	56.00	1,400.00	183.00	4,575.00	125.00	3,125.00
146	HMA CL. 1/2 IN. PG 64-28, 3 INCH THICK	3545 SY	15.00	53,175.00	18.67	66,185.15	20.00	70,900.00	16.00	56,720.00
147	HMA CL. 1/2 IN. PG 70-28, 5.5 INCH THICK	1685 SY	27.00	45,495.00	31.51	53,094.35	33.00	55,605.00	27.00	45,495.00
148	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	150 SY	80.00	12,000.00	32.67	4,900.50	34.00	5,100.00	28.00	4,200.00
149	PAVEMENT REPAIR EXCAVATION INCL. HAUL	150 SY	25.00	3,750.00	23.33	3,499.50	24.00	3,600.00	23.00	3,450.00
150	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	1,980.00	1,980.00	1,980.00	1,980.00	1,980.00	1,980.00	1,980.00	1,980.00
151	COMPACTION PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
152	CONCRETE STRUCTURE - IO3	1 LS	*****	3,100,000.00	*****	2,083,900.00	*****	2,400,000.00	*****	2,856,895.70

<i>Project Number:</i> 2013214			<i>Engineer's Estimate</i>		Clearwater Construction & Management		Halme Construction Inc		Garco Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> IO3 Control Facility					Sales tax shall NOT be included in unit prices					
153	CONCRETE STRUCTURE - GRACE VAULT	1 LS	*****	70,000.00	*****	90,300.00	*****	200,000.00	*****	200,000.00
154	CONCRETE STRUCTURE - MERGE VAULT	1 LS	*****	31,000.00	*****	61,200.00	*****	75,000.00	*****	150,000.00
155	WATERPROOFING	385 SY	60.00	23,100.00	45.19	17,398.15	48.00	18,480.00	45.00	17,325.00
156	TEMPORARY CONC. BARRIER	335 LF	15.00	5,025.00	38.21	12,800.35	31.00	10,385.00	30.00	10,050.00
157	MANHOLE TYPE I-48, BASIC PRICE	2 EA	3,500.00	7,000.00	3,500.00	7,000.00	3,550.00	7,100.00	3,500.00	7,000.00
158	MANHOLE TYPE II-60, BASIC PRICE	3 EA	6,500.00	19,500.00	5,600.00	16,800.00	5,650.00	16,950.00	7,000.00	21,000.00
159	MANHOLE TYPE II-72, BASIC PRICE	9 EA	7,500.00	67,500.00	8,400.00	75,600.00	7,875.00	70,875.00	7,500.00	67,500.00
160	MANHOLE ADDITIONAL HEIGHT 60 IN. DIAM. TYPE II	21 VF	200.00	4,200.00	204.76	4,299.96	225.00	4,725.00	160.00	3,360.00
161	MANHOLE ADDITIONAL HEIGHT 72 IN. DIAM. TYPE II	67 VF	240.00	16,080.00	232.84	15,600.28	265.00	17,755.00	80.00	5,360.00
162	DRYWELL TYPE 1	1 EA	3,500.00	3,500.00	3,000.00	3,000.00	3,550.00	3,550.00	3,500.00	3,500.00
163	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME AND BI-DIRECTIONAL VANED GRATE	1 EA	900.00	900.00	1,000.00	1,000.00	545.00	545.00	1,500.00	1,500.00
164	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	5 EA	650.00	3,250.00	460.00	2,300.00	485.00	2,425.00	600.00	3,000.00
165	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	11 EA	700.00	7,700.00	554.55	6,100.05	515.00	5,665.00	600.00	6,600.00
166	CONNECT 36 IN. DIAMETER PIPE TO EXISTING SEWER PIPE	2 EA	300.00	600.00	9,650.00	19,300.00	1,200.00	2,400.00	7,000.00	14,000.00
167	MANHOLE TEST	4 EA	550.00	2,200.00	475.00	1,900.00	620.00	2,480.00	1,000.00	4,000.00
168	BYPASS SEWER PUMPING - RIVERVIEW	1 LS	*****	10,000.00	*****	18,700.00	*****	23,000.00	*****	45,000.00
169	BYPASS SEWER PUMPING - GRACE	1 LS	*****	17,000.00	*****	44,350.00	*****	22,000.00	*****	40,000.00

<i>Project Number:</i> 2013214			<i>Engineer's Estimate</i>		Clearwater Construction & Management		Halme Construction Inc		Garco Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> IO3 Control Facility					Sales tax shall NOT be included in unit prices					
170	CLEANING EXISTING DRAINAGE STRUCTURE	6 EA	500.00	3,000.00	300.00	1,800.00	100.00	600.00	800.00	4,800.00
171	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	40 CY	15.00	600.00	21.00	840.00	16.00	640.00	100.00	4,000.00
172	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	52 CY	18.00	936.00	28.85	1,500.20	12.00	624.00	125.00	6,500.00
173	TRENCH SAFETY SYSTEM	1 LS	*****	8,000.00	*****	30,300.00	*****	92,000.00	*****	1,500.00
174	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	60 LF	55.00	3,300.00	40.00	2,400.00	79.00	4,740.00	75.00	4,500.00
175	OUTLET TRAP	2 EA	450.00	900.00	300.00	600.00	481.00	962.00	300.00	600.00
176	FORCE MAIN PIPING	1 LS	*****	33,500.00	*****	45,200.00	*****	27,500.00	*****	100,000.00
177	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	12,000.00	*****	5,800.00	*****	30,000.00	*****	8,000.00
178	CLEANING EXISTING SANITARY SEWER	2 EA	400.00	800.00	400.00	800.00	362.00	724.00	600.00	1,200.00
179	DI PIPE FOR WATER MAIN 4 IN. DIAM.	30 LF	50.00	1,500.00	83.33	2,499.90	241.00	7,230.00	80.00	2,400.00
180	DI PIPE FOR WATER MAIN 6 IN. DIAM.	680 LF	60.00	40,800.00	56.03	38,100.40	40.00	27,200.00	80.00	54,400.00
181	DI PIPE FOR WATER MAIN 18 IN. DIAM.	535 LF	110.00	58,850.00	140.56	75,199.60	148.00	79,180.00	120.00	64,200.00
182	GATE VALVE 6 IN.	2 EA	1,000.00	2,000.00	700.00	1,400.00	1,900.00	3,800.00	1,000.00	2,000.00
183	HYDRANT OFFSET ASSEMBLY	1 EA	5,000.00	5,000.00	7,700.00	7,700.00	6,000.00	6,000.00	8,000.00	8,000.00
184	TRENCH EXCAVATION FOR WATER SERVICE TAP	60 LF	32.00	1,920.00	35.00	2,100.00	36.00	2,160.00	100.00	6,000.00
185	CSO FACILITY WATER SUPPLY & BACKFLOW PREVENTER ASSEMBLY	1 LS	*****	43,000.00	*****	37,000.00	*****	34,000.00	*****	75,000.00
186	SANITARY SEWER PIPE 15 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	84 LF	100.00	8,400.00	88.10	7,400.40	130.00	10,920.00	80.00	6,720.00
187	SANITARY SEWER PIPE 24 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	106 LF	190.00	20,140.00	153.77	16,299.62	385.00	40,810.00	150.00	15,900.00

<i>Project Number:</i> 2013214			<i>Engineer's Estimate</i>		Clearwater Construction & Management		Halme Construction Inc		Garco Construction Inc	
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188	SANITARY SEWER PIPE 36 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	1171 LF	250.00	292,750.00	277.20	324,601.20	907.00	1,062,097.00	240.00	281,040.00
189	SANITARY SEWER PIPE 36 IN. DIAM. RCP CL III INCL. STRUCTURAL EXCAVATION CLASS B	64 LF	300.00	19,200.00	440.63	28,200.32	238.00	15,232.00	350.00	22,400.00
190	SANITARY SEWER PIPE 36 IN. DIAM. RCP CL IV INCL. STRUCTURAL EXCAVATION CLASS B	134 LF	325.00	43,550.00	373.13	49,999.42	252.00	33,768.00	350.00	46,900.00
191	SANITARY SEWER PIPE 42 IN. DIAM. RCP CL IV INCL. STRUCTURAL EXCAVATION CLASS B	20 LF	375.00	7,500.00	555.00	11,100.00	343.00	6,860.00	500.00	10,000.00
192	FLOW CONTROL DEVICES AND CONTROLS	1 LS	*****	275,000.00	*****	303,300.00	*****	250,000.00	*****	450,000.00
193	DETENTION TANK APPURTENANCES	1 LS	*****	120,000.00	*****	387,500.00	*****	240,000.00	*****	120,000.00
194	MECHANICAL AND ODOR CONTROL EQUIPMENT	1 LS	*****	490,000.00	*****	301,000.00	*****	350,000.00	*****	700,000.00
195	ESC LEAD	1 LS	*****	2,000.00	*****	600.00	*****	500.00	*****	5,000.00
196	MATERIAL ON HAND, EROSION CONTROL	1 LS	*****	4,500.00	*****	2,900.00	*****	9,500.00	*****	3,000.00
197	BIODEGRADABLE EROSION CONTROL BLANKET	150 SY	12.00	1,800.00	7.33	1,099.50	3.00	450.00	9.00	1,350.00
198	INLET PROTECTION	13 EA	45.00	585.00	115.38	1,499.94	63.00	819.00	500.00	6,500.00
199	SILT FENCE	2600 LF	6.00	15,600.00	5.27	13,702.00	4.00	10,400.00	5.00	13,000.00
200	LANDSCAPING - IO3 AND UPPER	1 LS	*****	45,000.00	*****	7,100.00	*****	47,500.00	*****	7,000.00
201	LANDSCAPING - RIVERVIEW AND GRACE	1 LS	*****	5,000.00	*****	22,300.00	*****	32,000.00	*****	20,000.00
202	PLANT SELECTION SHRUBS, 2 GAL	68 EA	35.00	2,380.00	48.53	3,300.04	44.00	2,992.00	42.00	2,856.00
203	PLANT SELECTION SHRUBS, 3 GAL	44 EA	45.00	1,980.00	61.36	2,699.84	55.00	2,420.00	52.00	2,288.00
204	PLANT SELECTION SHRUBS, 5 GAL	15 EA	75.00	1,125.00	73.33	1,099.95	64.00	960.00	61.00	915.00

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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> IO3 Control Facility					Sales tax shall NOT be included in unit prices					
205	PLANT SELECTION SHRUBS, 4 INCH POTS	385 EA	8.00	3,080.00	11.69	4,500.65	11.00	4,235.00	10.00	3,850.00
206	PLANT SELECTION 1.5 INCH CAL. DECIDUOUS	4 EA	450.00	1,800.00	275.00	1,100.00	145.00	580.00	235.00	940.00
207	PLANT SELECTION 2 INCH CAL. DECIDUOUS	21 EA	500.00	10,500.00	538.10	11,300.10	550.00	11,550.00	460.00	9,660.00
208	PLANT SELECTION 4' TO 6' HIGH EVERGREEN	13 EA	450.00	5,850.00	176.92	2,299.96	160.00	2,080.00	152.00	1,976.00
209	PLANT SELECTION 8' TO 10' HIGH EVERGREEN	5 EA	500.00	2,500.00	460.00	2,300.00	420.00	2,100.00	400.00	2,000.00
210	WEED AND PEST CONTROL	1 FA	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
211	HYDROSEEDING - LOW MAINTENANCE GRASS	1565 SY	1.50	2,347.50	0.77	1,205.05	1.50	2,347.50	0.70	1,095.50
212	HYDROSEEDING - DRYLAND GRASS	1478 SY	1.50	2,217.00	0.74	1,093.72	1.50	2,217.00	0.70	1,034.60
213	HYDROSEEDING - MEADOW GRASS	15210 SY	3.00	45,630.00	0.65	9,886.50	1.50	22,815.00	0.60	9,126.00
214	SOD INSTALLATION	760 SY	11.00	8,360.00	10.39	7,896.40	10.00	7,600.00	10.00	7,600.00
215	TOPSOIL TYPE A, 4 INCH THICK	23050 SY	8.00	184,400.00	5.60	129,080.00	5.75	132,537.50	5.00	115,250.00
216	TOPSOIL FOR BIO-FILTRATION SWALES, 6 INCH THICK INCL. SE	1375 SY	12.00	16,500.00	9.45	12,993.75	10.00	13,750.00	9.00	12,375.00
217	CONSTRUCT BIO-INFILTRATION SWALE	1375 SY	15.00	20,625.00	2.33	3,203.75	4.00	5,500.00	7.00	9,625.00
218	IRRIGATION SYSTEM - UPPER AREA	1 LS	*****	75,000.00	*****	28,700.00	*****	30,000.00	*****	25,000.00
219	IRRIGATION SYSTEM - RIVERVIEW & GRACE	1 LS	*****	37,000.00	*****	13,000.00	*****	13,500.00	*****	12,000.00
220	IRRIGATION VAULT	2 EA	2,500.00	5,000.00	11,950.00	23,900.00	2,621.00	5,242.00	3,500.00	7,000.00
221	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	12,000.00	*****	2,900.00	*****	3,000.00	*****	3,000.00
222	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES - RESIDENTIAL	1 LS	*****	10,000.00	*****	11,400.00	*****	12,000.00	*****	10,000.00
223	CEMENT CONCRETE CURB	1150 LF	20.00	23,000.00	18.97	21,815.50	22.00	25,300.00	17.00	19,550.00

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224	CEMENT CONC. CURB AND GUTTER	500 LF	23.00	11,500.00	25.60	12,800.00	0.00	0.00	23.00	11,500.00
225	CEMENT CONCRETE DRIVEWAY	135 SY	65.00	8,775.00	48.89	6,600.15	0.00	0.00	45.00	6,075.00
226	CEMENT CONCRETE DRIVEWAY TRANSITION	120 SY	55.00	6,600.00	40.00	4,800.00	43.00	5,160.00	70.00	8,400.00
227	REMOVING AND RESETTNG BEAM GUARDRAIL	16 LF	50.00	800.00	68.75	1,100.00	41.00	656.00	200.00	3,200.00
228	CHAIN LINK FENCE - TEMPORARY	2275 LF	6.00	13,650.00	2.86	6,506.50	5.50	12,512.50	6.00	13,650.00
229	CEMENT CONC. SIDEWALK	445 SY	37.00	16,465.00	40.45	18,000.25	42.00	18,690.00	35.00	15,575.00
230	CONDUIT TRENCH <3 FT WIDTH	2260 LF	15.00	33,900.00	14.03	31,707.80	14.00	31,640.00	15.00	33,900.00
231	CONDUIT TRENCH 3 TO 6 FT WIDTH	315 LF	40.00	12,600.00	20.95	6,599.25	25.00	7,875.00	25.00	7,875.00
232	CONDUIT TRENCH >6 FT WIDTH	35 LF	60.00	2,100.00	28.57	999.95	47.00	1,645.00	30.00	1,050.00
233	CONDUIT PIPE 2 IN DIAM. - SCH 40	2410 LF	4.00	9,640.00	23.36	56,297.60	5.60	13,496.00	3.00	7,230.00
234	CONDUIT PIPE 2 IN DIAM. - SCH 80	395 LF	8.00	3,160.00	25.57	10,100.15	6.80	2,686.00	10.00	3,950.00
235	CONDUIT PIPE 3 IN DIAM. - SCH 80	375 LF	12.00	4,500.00	29.07	10,901.25	10.00	3,750.00	20.00	7,500.00
236	CONDUIT PIPE 4 IN DIAM. - SCH 80	3365 LF	22.00	74,030.00	35.01	117,808.65	14.00	47,110.00	20.00	67,300.00
237	VAULT, PULL BOX, OR HAND HOLE INSTALLATION	10 EA	4,000.00	40,000.00	2,330.00	23,300.00	1,770.00	17,700.00	3,000.00	30,000.00
238	SIGNING, PERMANENT	1 LS	*****	9,000.00	*****	10,800.00	*****	11,000.00	*****	10,000.00
239	REMOVAL OF EXISTING PAVEMENT MARKINGS	810 SF	3.00	2,430.00	4.57	3,701.70	4.00	3,240.00	5.00	4,050.00
240	PAVEMENT MARKING - DURABLE HEAT APPLIED	810 SF	10.00	8,100.00	12.72	10,303.20	12.00	9,720.00	11.00	8,910.00
241	PAVEMENT MARKING - PAINT	20 SF	5.00	100.00	11.00	220.00	10.00	200.00	10.00	200.00
242	TEMPORARY PAVEMENT MARKING	1 LS	*****	4,000.00	*****	2,900.00	*****	2,621.00	*****	3,000.00

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Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description					Tax Classification					
Schedule 01 IO3 Control Facility					Sales tax shall NOT be included in unit prices					
243	ELECTRICAL SYSTEMS - CSO	1 LS	*****	450,000.00	*****	351,308.00	*****	336,000.00	*****	350,000.00
244	SANITARY SEWAGE PUMPS	1 LS	*****	62,000.00	*****	118,900.00	*****	73,000.00	*****	125,000.00
245	PUMP STARTUP & TESTING	1 LS	*****	15,000.00	*****	5,800.00	*****	5,272.00	*****	10,000.00
246	REMOVABLE BOLLARDS	2 EA	1,200.00	2,400.00	1,300.00	2,600.00	1,154.00	2,308.00	1,200.00	2,400.00
247	TREE PRUNING	3 EA	400.00	1,200.00	500.00	1,500.00	453.00	1,359.00	500.00	1,500.00
Schedule Totals				8,609,473.00		7,089,561.64		8,854,395.00		9,120,104.30

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<i>Schedule 03</i> Cochran Storm at Grace					Sales tax shall be included in unit prices					
301	CLEARING AND GRUBBING - COCHRAN PONDS	1 LS	*****	35,000.00	*****	4,100.00	*****	15,000.00	*****	15,000.00
302	REMOVE TREE, CLASS I	23 EA	500.00	11,500.00	221.74	5,100.02	199.00	4,577.00	200.00	4,600.00
303	REMOVE TREE, CLASS II	15 EA	1,000.00	15,000.00	760.00	11,400.00	681.00	10,215.00	750.00	11,250.00
304	REMOVE TREE, CLASS III	12 EA	1,500.00	18,000.00	1,100.00	13,200.00	1,000.00	12,000.00	1,000.00	12,000.00
305	REMOVE EXISTING CURB	540 LF	4.50	2,430.00	5.56	3,002.40	2.50	1,350.00	7.00	3,780.00
306	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	135 SY	9.00	1,215.00	9.63	1,300.05	5.50	742.50	13.00	1,755.00
307	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	5 EA	750.00	3,750.00	520.00	2,600.00	193.00	965.00	700.00	3,500.00
308	SAWCUTTING CURB	6 EA	28.00	168.00	23.33	139.98	21.00	126.00	125.00	750.00
309	SAWCUTTING RIGID PAVEMENT	60 LFI	1.10	66.00	1.17	70.20	0.80	48.00	3.50	210.00
310	SAWCUTTING FLEXIBLE PAVEMENT	480 LFI	0.50	240.00	0.83	398.40	0.30	144.00	3.00	1,440.00
311	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	2 EA	600.00	1,200.00	350.00	700.00	279.00	558.00	750.00	1,500.00
312	ROADWAY EXCAVATION INCL. HAUL	245 CY	25.00	6,125.00	21.63	5,299.35	19.00	4,655.00	35.00	8,575.00
313	SELECT GRANULAR BORROW INCL HAUL	1030 CY	20.00	20,600.00	22.15	22,814.50	10.00	10,300.00	18.00	18,540.00
314	BANK EXCAVATION, SHAPING & GRADING - COCHRAN	1 LS	*****	42,000.00	*****	56,900.00	*****	23,000.00	*****	20,000.00
315	PREPARATION OF UNTREATED ROADWAY	2260 SY	3.00	6,780.00	2.65	5,989.00	1.20	2,712.00	4.50	10,170.00
316	SHORING OR EXTRA EXCAVATION - COCHRAN STORM PIPES	1 LS	*****	65,000.00	*****	22,900.00	*****	48,000.00	*****	35,000.00
317	CRUSHED SURFACING TOP COURSE	255 CY	47.00	11,985.00	44.31	11,299.05	43.00	10,965.00	50.00	12,750.00
318	CSTC FOR SIDEWALK AND DRIVEWAYS	8 CY	75.00	600.00	50.00	400.00	127.00	1,016.00	200.00	1,600.00
319	HMA CL. 1/2 IN. PG 64-28, 3 INCH THICK	2260 SY	15.00	33,900.00	16.37	36,996.20	17.00	38,420.00	15.00	33,900.00

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<i>Schedule 03</i> Cochran Storm at Grace					Sales tax shall be included in unit prices					
320	STORM SEWER PIPE 18 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	375 LF	130.00	48,750.00	101.60	38,100.00	145.00	54,375.00	150.00	56,250.00
321	STORM SEWER PIPE 48 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	140 LF	400.00	56,000.00	437.86	61,300.40	880.00	123,200.00	350.00	49,000.00
322	STORM SEWER PIPE 60 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	80 LF	550.00	44,000.00	553.75	44,300.00	995.00	79,600.00	400.00	32,000.00
323	MANHOLE TYPE II-60, BASIC PRICE	3 EA	3,500.00	10,500.00	5,600.00	16,800.00	6,187.00	18,561.00	9,000.00	27,000.00
324	MANHOLE TYPE II-72, BASIC PRICE	2 EA	8,000.00	16,000.00	8,400.00	16,800.00	12,300.00	24,600.00	9,500.00	19,000.00
325	MANHOLE ADDITIONAL HEIGHT 60 IN. DIAM. TYPE 2	35 VF	200.00	7,000.00	202.86	7,100.10	178.00	6,230.00	160.00	5,600.00
326	CATCH BASIN TYPE 1	1 EA	2,200.00	2,200.00	3,000.00	3,000.00	2,500.00	2,500.00	3,600.00	3,600.00
327	CATCH BASIN TYPE 2	1 EA	2,300.00	2,300.00	3,300.00	3,300.00	2,764.00	2,764.00	4,000.00	4,000.00
328	CATCH BASIN TYPE 3	3 EA	2,200.00	6,600.00	3,500.00	10,500.00	3,000.00	9,000.00	4,500.00	13,500.00
329	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	2 EA	650.00	1,300.00	500.00	1,000.00	540.00	1,080.00	600.00	1,200.00
330	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	3 EA	650.00	1,950.00	533.33	1,599.99	567.00	1,701.00	700.00	2,100.00
331	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	450.00	450.00	700.00	700.00	366.00	366.00	1,800.00	1,800.00
332	INFILTRATION TRENCH - COCHRAN	221 LF	60.00	13,260.00	94.12	20,800.52	122.00	26,962.00	110.00	24,310.00
333	MANHOLE TEST	2 EA	550.00	1,100.00	450.00	900.00	912.00	1,824.00	700.00	1,400.00
334	CLEANING EXISTING DRAINAGE STRUCTURE	5 EA	600.00	3,000.00	300.00	1,500.00	106.00	530.00	750.00	3,750.00
335	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	70 LF	90.00	6,300.00	40.00	2,800.00	70.00	4,900.00	70.00	4,900.00
336	OUTLET TRAP	3 EA	300.00	900.00	300.00	900.00	460.00	1,380.00	250.00	750.00

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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 03</i> Cochran Storm at Grace					Sales tax shall be included in unit prices					
337	DI PIPE FOR WATER MAIN 6 IN. DIAM.	175 LF	60.00	10,500.00	60.57	10,599.75	58.50	10,237.50	70.00	12,250.00
338	GATE VALVE 6 IN.	1 EA	1,000.00	1,000.00	1,300.00	1,300.00	3,200.00	3,200.00	1,200.00	1,200.00
339	HYDRANT ASSEMBLY	1 EA	5,500.00	5,500.00	6,800.00	6,800.00	5,000.00	5,000.00	8,000.00	8,000.00
340	TRENCH EXCAVATION FOR WATER SERVICE TAP	25 LF	32.00	800.00	28.00	700.00	43.00	1,075.00	125.00	3,125.00
341	OUTLET PROTECTION	1 EA	6,000.00	6,000.00	600.00	600.00	5,802.00	5,802.00	250.00	250.00
342	LANDSCAPING - COCHRAN PONDS	1 LS	*****	65,000.00	*****	1.00	*****	53,000.00	*****	25,000.00
343	PLANT SELECTION SHRUBS, 2 GAL	19 EA	35.00	665.00	52.63	999.97	47.00	893.00	42.00	798.00
344	PLANT SELECTION SHRUBS, 3 GAL	92 EA	45.00	4,140.00	63.04	5,799.68	57.00	5,244.00	52.00	4,784.00
345	PLANT SELECTION SHRUBS, 5 GAL	65 EA	75.00	4,875.00	73.85	4,800.25	66.00	4,290.00	61.00	3,965.00
346	PLANT SELECTION 1 INCH CAL. DECIDUOUS TREE	12 EA	350.00	4,200.00	116.67	1,400.04	103.00	1,236.00	96.00	1,152.00
347	PLANT SELECTION 1.5 INCH CAL. DECIDUOUS TREE	7 EA	450.00	3,150.00	285.71	1,999.97	252.00	1,764.00	235.00	1,645.00
348	PLANT SELECTION 2 INCH CAL. DECIDUOUS TREE	2 EA	500.00	1,000.00	550.00	1,100.00	577.00	1,154.00	460.00	920.00
349	PLANT SELECTION 8' TO 10' HIGH DECIDUOUS TREE	10 EA	250.00	2,500.00	280.00	2,800.00	290.00	2,900.00	235.00	2,350.00
350	PLANT SELECTION 4' TO 6' HIGH EVERGREEN TREE	10 EA	450.00	4,500.00	190.00	1,900.00	193.00	1,930.00	152.00	1,520.00
351	PLANT SELECTION 8' TO 10' HIGH EVERGREEN TREE	5 EA	500.00	2,500.00	500.00	2,500.00	500.00	2,500.00	400.00	2,000.00
352	HYDROSEEDING - DRYLAND GRASS	300 SY	1.50	450.00	0.73	219.00	1.50	450.00	0.70	210.00
353	HYDROSEEDING - LOW MAINTENANCE GRASS	311 SY	1.50	466.50	0.75	233.25	1.50	466.50	0.70	217.70
354	HYDROSEEDING - NO MAINTENANCE MEADOW GRASS	2935 SY	2.00	5,870.00	0.61	1,790.35	1.50	4,402.50	0.60	1,761.00

Project Number: 2013214			Engineer's Estimate		Clearwater Construction & Management		Halme Construction Inc		Garco Construction Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description					Tax Classification					
Schedule 03 Cochran Storm at Grace					Sales tax shall be included in unit prices					
355	TOPSOIL TYPE A, 4 INCH THICK	3547 SY	8.00	28,376.00	5.84	20,714.48	6.00	21,282.00	5.00	17,735.00
356	TREATMENT SOIL FOR INFILTRATION SWALE 18 INCH THICK INCL. SE	9210 SY	23.00	211,830.00	27.43	252,630.30	3.00	27,630.00	23.00	211,830.00
357	CONSTRUCT INFILTRATION SWALE	9210 SY	5.00	46,050.00	2.33	21,459.30	0.50	4,605.00	1.25	11,512.50
358	CONSTRUCT STREAMBED	3725 SY	30.00	111,750.00	2.42	9,014.50	6.00	22,350.00	1.50	5,587.50
359	CONSTRUCT STREAMBED TRANSITION AREA	735 SY	30.00	22,050.00	62.99	46,297.65	8.00	5,880.00	1.50	1,102.50
360	STREAMBED COBBLES	110 CY	50.00	5,500.00	35.45	3,899.50	75.00	8,250.00	26.25	2,887.50
361	STREAMBED COBBLES - IMPORT	50 CY	60.00	3,000.00	36.00	1,800.00	30.00	1,500.00	48.26	2,413.00
362	BOULDERS	40 EA	100.00	4,000.00	87.50	3,500.00	200.00	8,000.00	75.00	3,000.00
363	BOULDERS - IMPORT	100 EA	130.00	13,000.00	152.00	15,200.00	157.00	15,700.00	120.00	12,000.00
364	IRRIGATION SYSTEM - COCHRAN	1 LS	*****	45,000.00	*****	31,400.00	*****	32,000.00	*****	25,000.00
365	CEMENT CONCRETE CURB	350 LF	20.00	7,000.00	18.86	6,601.00	22.00	7,700.00	23.00	8,050.00
366	5.5' WIDE INTEGRAL CURB & WALK	225 LF	100.00	22,500.00	41.33	9,299.25	46.00	10,350.00	38.00	8,550.00
367	RAMP DETECTABLE WARNING	80 SF	23.00	1,840.00	23.75	1,900.00	24.00	1,920.00	20.00	1,600.00
Schedule Totals				1,142,181.50		905,269.40		817,078.00		828,895.70

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	8,609,473.00	0.00	1,142,181.50	0.00	0.00	0.00	0.00	0.00	9,751,654.50
Clearwater Constructio	7,089,561.64	0.00	905,269.40	0.00	0.00	0.00	0.00	0.00	7,994,831.04
Halme Construction Inc	8,854,395.00	0.00	817,078.00	0.00	0.00	0.00	0.00	0.00	9,671,473.00
Garco Construction Inc	9,120,104.30	0.00	828,895.70	0.00	0.00	0.00	0.00	0.00	9,949,000.00

Low Bid Contractor: Clearwater Construction & Management

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$7,706,353.49	\$9,358,497.14	17.65	% Under Estimate
Schedule 03	\$905,269.40	\$1,142,181.50	20.74	% Under Estimate
Bid Totals	\$8,611,622.89	\$10,500,678.64	17.99	% Under Estimate

**Agenda Sheet for City Council Meeting of:**

04/24/2017

<u>Date Rec'd</u>	4/11/2017
<u>Clerk's File #</u>	OPR 2017-0284
<u>Renews #</u>	
<u>Cross Ref #</u>	2011-0537
<u>Project #</u>	
<u>Bid #</u>	4249-16
<u>Requisition #</u>	MASTER CONTRACT

<u>Submitting Dept</u>	ACCOUNTING
<u>Contact Name/Phone</u>	KIM BUSTOS X6034
<u>Contact E-Mail</u>	KBUSTOS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5600-BANKING SERVICES CONTRACT

Agenda Wording

Contract with US Bank for banking services. The contract will run for 5 years-from Jan 01, 2017 thru Dec 31, 2021. The contract may be renewed by mutual agreement for one, 5-year extension.

Summary (Background)

****THIS REPLACES THE PREVIOUSLY PRESENTED CONTRACT EXTENSION THAT WAS APPROVED ON DECEMBER 12, 2016**** The City issued a comprehensive RFP for banking services in July 2016. The selection committee evaluated the results and US Bank was the apparent successful bidder. Since US Bank is the current incumbent, this will make the transition seamless for all city employees.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 1,000,000/year estimated	#	Varies
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BUSTOS, KIM	<u>Study Session</u>	12/05/16 & 03/06/17
<u>Division Director</u>	COOLEY, GAVIN	<u>Other</u>	Finance Committee
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	gail.heinselman@usbank.com	
<u>For the Mayor</u>	SANDERS, THERESA	melody.ogle@elavon.com	
<u>Additional Approvals</u>			
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER
Finance Committee
Banking Services Contract with US Bank
March 01, 2017

Subject

Contract with US Bank for banking services. The contract will run for 5 years—from Jan 01, 2017 thru Dec 31, 2021. The contract may be renewed by mutual agreement for one, 5-year extension.

Background

This replaces the previously presented contract extension that was approved by City Council on December 12, 2016.

The City issued a comprehensive RFP for banking services in July 2016. The selection committee evaluated the results and US Bank was the apparent successful bidder. Since US Bank is the current incumbent, this will make the transition seamless for all city employees.

The pricing of the new contract includes the following changes:

- An upfront earnings credit bonus of \$25,000
- An earnings credit floor rate of 0.37% for balances up to \$40 million. This is higher than the bank's usual rate of \$.22% but less than our current rate of \$.675%.
- Depository banking services are actually priced \$350 less than the old contract
- Credit card pricing reduction of \$.015 (from \$.08 to \$.065) for non-parking transactions
- No change in credit card processing for parking transactions
- Fixed pricing for five years
- Pricing options on a variety of optional services such as lockbox processing, check writing services, E-payment solutions, and custodial services

Impact

The earnings credit rate is lower than the current contract, and the ceiling of \$40 million, may reduce total earnings. The migration of the utility billing web pay/IVR payment process from the Bank of America will result in cost savings of \$90,000/year.

Action

Approval of contract.

Funding

Various city departments.



City of Spokane

BANKING AGREEMENT

Title: **CITY BANKING SERVICES**

This Banking Agreement (the "Agreement") is made and entered into by and between the City of Spokane as ("City"), a Washington municipal corporation, and **U.S. BANK NATIONAL ASSOCIATION**, whose local address is 428 West Riverside Avenue, Spokane, Washington 99201 as ("Consultant").

WHEREAS, the City solicited banking services in July of 2016, and Consultant was the winning Proposer in response to the City Request For Proposals (RFP #4249-16); and

WHEREAS, these banking services shall be performed in accord with this Agreement, the City's solicitation (RFP #4249-16) and Consultant's response thereto, and U.S. Bank's Master Service Agreement (MSA) attached hereto (collectively, the "Contract Documents") .

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Consultant mutually agree as follows:

1. TIME OF PERFORMANCE.

The time of performance of the Contract shall be in accordance with the contract documents.

2. EARNINGS CREDIT RATE.

Analysis earnings credit rate, Average Effective Federal Funds rate minus four (4) basis points, currently .37, will be calculated on average collected balances below forty million no/100 dollars (\$40,000,000). Analysis average ledger and/or collected balances above forty million and no/100 dollars (\$40,000,000), will use the Bank's standard earnings credit rate for this balance tier on that calendar month on analysis statement and each calendar month the excess occurs.

3. MERCHANT FEES.

The City and Consultant agree that its monthly merchant fees will be directly billed to the City and not be reflected on the monthly bank analysis. Consultant will provide an itemized detail of the activity and related charges by merchant identification (MID) number. The City will continue to have the identified accounts directly charged via ACH for payment on the merchant fees.

4. SCOPE OF WORK.

The Consultant's General Scope of Work for this Agreement is described in RFP 4249-16, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the Contract Documents, this City Agreement and City RFP #4249-16 documents control.

The **BANKING SERVICES** provided by Consultant are subject to City review and approval.

5. PAYMENT/COMPENSATION.

The City shall pay Consultant pricing that is fixed for the first five (5) years from the execution of this Agreement pursuant to the pricing pro forma included in Consultant's response to City's solicitation (RFP #4249-16) for everything furnished and done under this Agreement.

6. REIMBURSABLES.

The reimbursables under this Agreement are to be included, and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Agreement provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Agreement.

7. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant via direct deposit/ACH (Automated Clearing House) upon the City's receipt of an invoice containing the information listed below.

Invoices shall be submitted to:
CITY OF SPOKANE ACCOUNTING DEPARTMENT 4 th Floor – City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201
Invoices under this Agreement shall clearly display the following information (sub-consultants' invoices shall also include this information):
<ul style="list-style-type: none">• Invoice Date and Invoice Number• ACCOUNTING DEPARTMENT• Project Coordinator: KIM BUSTOS (Please do not put name in the address portion of the invoice)• Department Contract No. OPR # _____• Contract Title: CITY BANKING SERVICES• Period covered by the invoice• The following Sub-Consultant payment information will be provided <i>[if needed]</i> (attach Sub-Consultant invoices as backup):<ul style="list-style-type: none">○ Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).○ Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant).

8. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

9. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. If applicable, the Consultant shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Consultant does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

10. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
CITY OF SPOKANE ACCOUNTING DEPARTMENT 4 th Floor – City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201	U.S. BANK U.S. Bank Employee Contact: Gail Heinselman Government Banking 428 West Riverside Avenue, 12 th Floor Spokane, WA 99201

11. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

12. INDEMNIFICATION.

The Consultant shall indemnify and hold the City and the State and their officers and employees harmless from all claims, demands, or suits at law or equity, including but not limited to attorney's fees and litigation costs asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits to the extent caused by the conduct of the City, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the City, its agents, officers and employees, this indemnity

provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the City of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

The parties agree that the City is fully responsible for its own negligence, including negligent plant operations controlled by the City, and for its material breaches of this Contract. It is not the intent of this Section to limit this understanding.

13. INSURANCE.

The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of Washington.

The Consultant represents that it and its employees, agents and subcontractors, in connection with the Agreement, are protected against the risk of loss by the insurance coverages required in the Consultant's response to City's solicitation (RFP #4249-16). The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

There shall be no cancellation or intent not to renew the Workers' Compensation, General Liability, and Automobile Liability insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement and include references to the sixty (60) day cancellation clause. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

14. AUDIT.

No more than once per calendar year, upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records with respect to the Work. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon 90 days advance written notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense subject to the prior execution of a non-disclosure agreement. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

15. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

16. KEY PERSONS.

If any key persons essential to the Work leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement.

17. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. Any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

18. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

19. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in

negotiation, drafting, signing, administration or performance of the Agreement. The term “close family relationship” refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

20. CONFIDENTIALITY.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act*) all materials received or created by the City of Spokane are **public records**. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records are legally *exempt from disclosure* and can be redacted or withheld. The Public Records Act (RCW 42.56 and RCW 19.10) describes those exemptions. Consultant must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Spokane’s process for managing records.

The City will try to redact anything that seems obvious in the City opinion for redaction. For example, the City will black out (redact) Social Security Numbers, federal tax identifiers, and financial account numbers before records are made viewable by the public. However, this does not replace Consultant’s own obligations to identify any materials it wishes to have redacted or protected, and that it thinks are so under the Public Records Act (PRA).

Protecting Materials from Disclosure (Protected, Confidential, or Proprietary): Consultant must determine and declare any materials it wants exempted (redacted), and that it also believes is eligible for redaction. This includes but is not limited to bid submissions, contract materials and work products.

Contract Work Products: If Consultant wishes to assert exemptions for contract work products Consultant must notify the City Project Manager at the time such records are generated.

Please note the City cannot accept a generic marking of materials, such as marking everything with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. Consultant may not exempt an entire page unless each sentence is entitled to exemption; instead, identify paragraphs or sentences that meet the RCW exemption criteria Consultant is relying upon.

City’s Response to a Public Records Act Requests: The City will prepare two versions of Consultant’s materials:

Full Redaction: A public copy that redacts (blacks out) both the exemptions (such as social security numbers) identified by the City and also materials or text Consultant identified as exempt. The fully redacted version is made public upon contract execution and will be supplied with no notification to Consultant.

Limited Redaction: A copy that redacts (blacks out) only the exemptions (such as social security numbers) identified by the City. This does not redact (black out) exemptions Consultant identified. The Limited Redaction will be released only after Consultant is provided “third party notice” that allows Consultant the legal right under RCW 42.56.540 to bring a legal action to enjoin the release of any records it believes is not subject to disclosure.

If any requestor seeks the Limited Redacted or original versions, the City will provide Consultant with “third party notice”, giving ten business days to obtain a temporary restraining order while Consultant pursues a court injunction. A judge will determine the status of Consultant’s exemptions and the Public Records Act.

21. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

22. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For City's Convenience: The City or Consultant may terminate this Agreement without cause and including the convenience, upon written notice to the City and Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.
- D. Actions upon Termination: If the termination of the Agreement is not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

23. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at

the time of solicitation or time extensions New Work must be mutually agreed and issued by the City through a written Amendment. New Work performed before an authorizing Amendment may not be eligible for payment.

24. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all applicable laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and applicable rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: The Contract Documents along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between Contract Documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement.

- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City or Consultant shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

U.S. BANK NATIONAL ASSOCIATION

By _____
Signature Date

Type or Print Name

Title

U.S. BANK's UBI #

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attachments:

City of Spokane RFP 4249-16
US Bank Response to RFP 4249-16 dated 08/29/16
U.S. Bank Master Service Agreement (MSA)- Governmental Entities
U.S. Bank Services Terms and Conditions
U.S. Bank Deposit Account Agreement
Elavon Master Services Agreement
Elavon Additional Services Addendum to Master Services Agreement
Elavon Schedule A – Fees
Elavon Schedule A – Fees (Parking Transactions)
Elavon Schedule B – Company Application (Large Relationship)
Elavon Schedule C – Affiliated Entities
Elavon Schedule D – Processing Service Terms
Elavon Schedule H – Government Terms

17-439b

**Banking Depository Services Proposal
No. 4249-16**

August 29, 2016

Presented To

City of Spokane, WA

Kim Bustos,
Accounting Director
808 W. Spokane Falls Blvd.
Spokane, WA 99201
(509) 625-6034
kbustos@spokanecity.org

Presented By

U.S. Bank

Gail Heinselman
Vice President and
Relationship Manager
U.S. Bank Government Banking
10228 West Twin Oaks Dr.
Sun City, AZ 85351
(509) 951-3630
gail.heinselman@usbank.com

Cynthia MacGeagh,
Vice President and
Treasury Management Consultant
Spokane Commercial Banking
428 W. Riverside Ave. 12th Floor
Spokane, WA 99201
(509)835-6118
cynthia.macgeagh@usbank.com





U.S. Bank Government Banking
10228 West Twin Oaks Dr.
Sun City, AZ 85351

August 29th, 2016

Kim Bustos,
Accounting Director
808 W. Spokane Falls Blvd.
Spokane, WA 99201

R.E.: Banking Depository Services Proposal No. 4249-16

Dear Kim,

U.S. Bank welcomes the opportunity to respond to the City of Spokane's Request for Proposal for Banking Services. U.S. Bank's legacy of providing financial services to government entities and our extensive work in partnership with organizations of all shapes and sizes gives us a unique perspective in meeting the needs of the City.

The City needs a long-term financial partner large enough and specialized enough to accommodate the multiple requirements of a public organization such as yours. U.S. Bank is that partner. We have thoroughly reviewed the RFP in its entirety including Scope of Services, Minimum Qualification Requirements and 4.4 Related Information that asked if we have defaulted on a contract due to poor performance and to respond yes or no; our answer is no. We understand the unique requirements of the City and that we are well positioned for all of your current and future needs. The combination of people, focus on government entities, and commitment to consultative services puts the power of "US" to work for you.

Partnering with U.S. Bank also means you benefit from our stability. Currently the most highly rated bank in the country, U.S. Bank's financial position remains strong due to our conservative business posture. Recently a survey by Barron's publication listed U.S. Bank as one of the most respected corporations in the United States. Respondents overwhelmingly cited strong management, ethical business practices, and product innovations as reasons to do business with us. U.S. Bank is safe, solid and committed to delivering high quality service.

We have put together an attractive pricing structure that includes financial incentive for staying with U.S., adding new services, and a favorable Earnings Credit Rate. All terms and pricing in the Proposal are offered for 90 days from the proposal due date. Highlights of our offer include:

- Up-front Earned Credit Bonus of \$25,000
- Earnings Credit Rate of .37%
- Reduced Elavon merchant pricing from \$0.08 to \$0.065 per transaction



We would be happy to meet with you at your earliest convenience to review the details included in our proposal. Should questions arise, feel free to contact Gail directly at 509-951-3630.

Sincerely,



Gail Heinselman

Authorized Signer of U.S. Bank
Vice President and Relationship Manager
U.S. Bank Government Banking

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Exhibits

Reference
Online Reporting Sample Reports
Sample Statements

Attachments Folder

U.S. Bancorp Fact Sheet
U.S. Bancorp 2015 Annual Financial Report
U.S. Bank Services Terms and Conditions
U.S. Bank Depository Services Agreement
U.S. Bank Master Services Agreement
Elavon Master Services Agreement and Addenda

Confidentiality Agreement

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



Executive Summary

U.S. Bank welcomes this opportunity to propose our banking services to City of Kennewick. This response is an example of the highly-customized, consultative dialogue that you can continue to expect from U.S. Bank. A thoughtful and deliberate approach will continue to be the rule as we work with you to define a tailored solution, rather than just recommending a one-size-fits-all product set. Your candor in revealing critical requirements will also introduce you to U.S. Bank's legacy of innovative solutions, bringing you ideas, industry-best practices, and a sharp focus on creating the singular processing design to suit your very specific needs.

Financial Security

The City of Kennewick needs a financial partner you can rely on – especially during a cycle of economic uncertainty. As the 5th largest commercial bank in the nation, U.S. Bank's financial position remains strong due in significant measure to our prudent credit philosophy. U.S. Bank's conservative business model has resulted in our rating as the strongest, safest, and most secure bank in the market today. U.S. Bank was the only bank to earn a profit in 4th quarter. We are among just nine of the 19 financial institutions to earn a passing grade on the Supervisory Capital Assessment Program – the federal bank stress test. The City can be certain that we are not distracted by the poor financial performance or the lack of ability to provide services that plagues many financial institutions today. U.S. Bank has been recognized for making sound, financially conservative business choices and we continue to do so. This has allowed us to weather the current financial storm and stay focused on our clients. .

Superior Customer Service

U.S. Bank could not exist without you, our customers. That is why the foundation of our relationship-based service model is what ultimately distinguishes U.S. Bank from our competitors. That foundation is at the heart of every interaction of every member of the U.S. Bank team.

All of us create the environment to inspire the innovation, drive, teamwork, integrity and sincerity to excel with our customers. All of us work to surpass expectations with superior products, solutions and service. All of us pursue ways to strengthen and build deeper relationships both inside and outside our organization. And all of us recognize what gives us the truest measure of our success — and that is our customers' success.

From the teller at a local Kennewick Main Branch, to the Relationship Manager, to the processor of your payments, to the Customer Service Representative up to the CEO and Chairman Richard Davis, Every employee of U.S. Bank remains committed to an unparalleled customer experience.

Technology for Today and Tomorrow

A banking relationship with U.S. Bank also means you benefit from the full force of our continued investment in technology. Ongoing expansion and the introduction of numerous electronic and technological enhancements through monitoring of trends, industry developments, and competitor evaluation help keep our products and services at the forefront of efficiency within the banking industry.

- **Dedicated to Electronic Banking**—U.S. Bank champions the revolution in electronic banking. Among the services leading this virtual-banking charge are SinglePoint Image Access, On-Site Electronic Deposit, Electronic Cash Letter Deposit, Lockbox-Image Look and E-Payment Service and more.
- **Collaborative Solutions**—Not every U.S. Bank customer's requirements are the same. That is why our solutions are so varied, and in many cases, customizable. You can expect a highly collaborative relationship with us to uncover together ways to maximize efficiency.



- **SinglePoint**—Our one-stop shop is an online portal offering access to your accounts and the systems you need to manage them. SinglePoint was developed by U.S. Bank using in-house resources and customer input. User focus groups and feedback contributed significantly to SinglePoint's creation, the results of which include an intuitive navigation design and single-sign-on capabilities. SinglePoint is browser-based; therefore, no additional software is required.

Quality Service—Guaranteed

Of course, providing the required technical capabilities represents only a portion of your overall banking relationship. Significant consideration must also be given to consistent, quality service. Individuals like Gail Heinselman, Government Banking Relationship Manager and Callie Sims, Treasury Management Consultant dedicate their time to evaluating the marketplace, matching new and emerging technologies and solutions to your changing needs.

Unique Client Focus

U.S. Bank has also committed significant resources to the public sector. You will see mentioned in our proposal that we have over 5,500 government relationships that are managed through our Government Banking Division. The City can be assured that the individuals you are working with at U.S. Bank are familiar with the unique needs and requirements of government entities in Washington. The City will continue with Government Banking Relationship Manager, Gail Heinselman and is already familiar with Seattle's Customer Service Representatives Lisa, Arlene, Evangeline, Racheal, Anne and their Manager Mark who specialize in Government entities.

We trust the information shared in our proposal will not only convey our current capabilities and desire to retain and grow the relationship, but also expresses our intentions in helping shape the financial success of the City of Kennewick for the future.

Letter of Submittal

August 24, 2016

Kim Bustos
Accounting Director
City of Spokane
4th Floor – City Hall
808 West Spokane Falls Boulevard
Spokane WA 99201

Dear Kim,

U.S. Bank is pleased to respond to the City of Spokane's Request for Proposal for Banking and Merchant Services. It has been a pleasure to work with you and your staff. We carefully reviewed the Scope of Services and determined U.S. Bank can meet every service listed.

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

We are fortunate to have a number of the City's key people housed in the U.S. Bank Building on

428 West Riverside Avenue in Spokane:

- Teri Stanton manages the Cash Vault
- Marvin Baird manages Spokane Main Branch
- Cynthia MacGeagh is the City's Treasury Management Consultant and
- Linda Elkin is our Regional President
- Gail Heinselman is the City's Government Banking Relationship Manager.
Spokane office is located in U.S. Bank Building and
Home office is located in Sun City, Arizona 85351
gail.heinselman@usbank.com
[509.951.3630](tel:509.951.3630) or [623.444.8481](tel:623.444.8481)

1420 West Fifth Avenue, Seattle:

- Commercial Customer Service, your day-to-day contact for your staff

I reviewed our Board Members and do not see any information any of them were a former employee of the City during the past twelve months. U.S. Bank acknowledges and will comply with the conditions required in the Request for Proposal the City of Spokane has issued unless a specific legal, insurance or industry comment is included within our document.

Regards,



Gail Heinselman, Vice President
Government Banking.

Signed Addenda

U.S. Bank acknowledges receipt of **Addendum #1**, dated August 17th as provided on the following page..

DAVID A. CONDON
MAYOR

August 17, 2016



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400

ADDENDUM NO. 1

RFP #4249-16 Bank Depository Services

This Addendum 1 to Request for Bids #4269-16 – Central Well Station Pump is being issued to answer a question that has been asked AND extend the due date to Monday, August 29, 2016.

1. Well, I've only got one group asking questions, Trust & Escrow Services. They are asking, with regard to the "Other Optional Services the City May Require" can you give some detail as to how many securities will be held, the size of the portfolio, current activity and anticipated activity on an annual basis? Also, what is the anticipated life of the account?

A. The portfolio primarily consists of federal agency bonds. The portfolio as of July 2016 was \$438 million and consisted of 53 bonds. We average 5-10 purchases/sales per month. The average duration of the portfolio is 2.5 years. This is similar to the portfolio details from July 2015.

2. The Due Date is being extended one (1) week to Monday, August 29, 2016.

C. DUE DATE

It is the responsibility of the Proposer to be sure the Proposals are sent sufficiently ahead of time to be received no later than 1:00 PM local time on **August 29, 2016**.

Proposers mailing Proposals should allow normal mail delivery time to ensure timely receipt of their Proposals. The City reserves the right to not consider Proposals received late. City Hall is now a secured building. If the Proposer is hand delivering a Proposal, note that additional time is required to sign in, receive a visitor's pass, and gain entrance to the building.

Sealed Proposals will be publicly acknowledged at 1:15 p.m., on the due date in the City of Spokane City Hall Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

Thea Prince, Purchasing

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR QUOTE, OR THE QUOTE MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

U.S. Bank

Company

Authorized Signature

Attachment 1 – Financial Institution / Bank Questionnaire

U.S. Bank’s responses to the City of Spokane’s Attachment 1 questionnaire are provided within this section as follows:

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A.1 Bank Structure and Reporting

1. Please provide a brief historical summary of the Bank.

Our rich history shapes our present and positions us for a strong future. Since 1863, our company has expanded through organic growth and through numerous acquisitions, managing through times of prosperity and times of hardship. Through the past 150 years, hundreds of fine banks, whose customers, branches, expertise and assets combined with key ancestor banks, helped to make us a strong, sound company. In 2001, Firststar and U.S. Bancorp became the new U.S. Bancorp, building a strong and forward-looking foundation on which to continue our growth.

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

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

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

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



U.S. Bank continues to outpace peers across all key performance metrics — such as return on assets, return on equity and efficiency ratio — year over year, and in 2015 we also achieved record net income and record diluted earnings per share. In addition, we maintain exceptional capital ratios and remain among the world's best in debt ratings across the industry.

Our size, strength and scale keep us well positioned for future growth. We are committed to invest in delivering innovative and remarkable solutions for our customers, shareholders, employees and communities as their most trusted financial partner.

2. Please provide the bank's capital structure as calculated by the Washington Public Deposit Protection Commission as of the last calculation date.

U.S. Bank's State approved second quarter Consolidated Report of Condition, as produced by the Washington Public Deposit Protection Commission, is included in the **Exhibits-Reference** section of this proposal for your reference

3. Name the branch location and address within the corporate limits of the City of Spokane, Washington capable of providing all banking depository services required by this proposal. This branch should provide the most convenient proximity to Spokane City Hall, 808 W Spokane Falls Blvd. List the address and hours of operation at your nearest branch office and also the hours of operation for non-branch services.

Spokane Main Branch

428 W Riverside Ave
Spokane, WA 99201
509.835.6000

The Spokane main branch has the following operating hours:

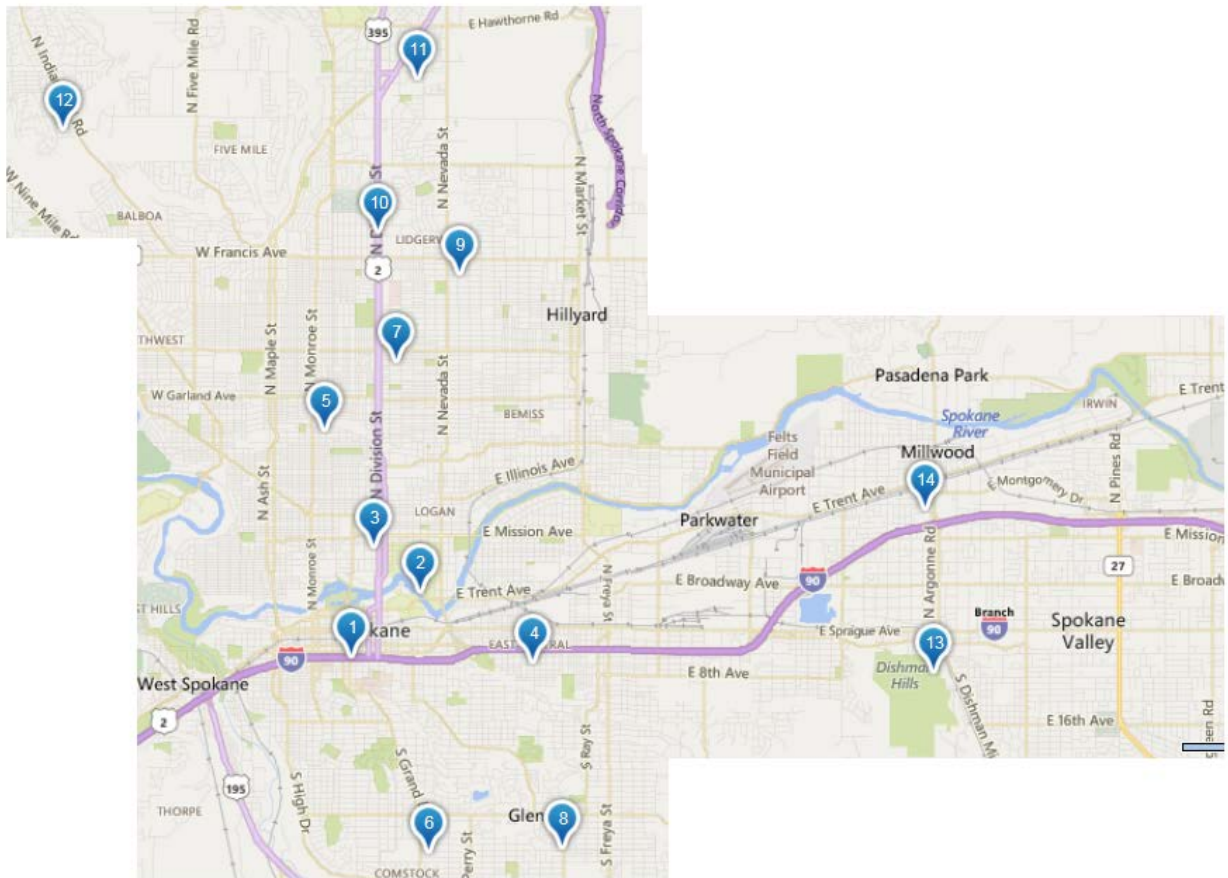
- **Lobby**—Monday through Thursday, 9:30 a.m.-5 p.m.; Friday 9:30 a.m.-6 p.m.; and closed Saturdays and Sundays
- **Drive-Thru**—Monday through Friday, 9 a.m.-6 p.m.; and closed Saturdays and Sundays

Additional Services

- Notary Available
- Safe Deposit Boxes Available
- Originate Loans
- Money Orders
- Official Checks

U.S. Bank has a total of 15 branches located within the City of Spokane metropolitan area, as listed in the table below and depicted on the following map, providing substantial branch coverage and service to support all of the City's branch banking needs.

1. Spokane Main Office 428 W Riverside Ave Spokane, WA 99201 509-835-6000	2. Gonzaga University Ofc. John J. Hemmingson Ctr 702 E Desmet Ave Spokane, WA 99258 509-325-7027	3. Indiana Ave Office 102 W Indiana Ave Spokane, WA 99205 509-327-7405
4. East Side Office 2322 E Sprague Ave Spokane, WA 99202 509-533-0042	5. Garland Avenue Office 3909 N Lincoln St Spokane, WA 99205 509-328-5112	6. Manito Office 621 E 30th Ave Spokane, WA 99203 509-455-5335
7. Northtown WA Office 123 E Queen Ave Spokane, WA 99207 509-487-3399	8. Lincoln Heights Office 2807 E 29th Ave Spokane, WA 99223 509-533-0128	9. Francis & Nevada Albertsons Office 6520 N Nevada St Spokane, WA 99208 509-489-2500
10. North Spokane Office 7307 N Division St Spokane, WA 99208 509-464-0530	11. Northpointe Safeway Office 10100 N Newport Hwy Spokane, WA 99218 509-466-3819	12. Indian Trail and Barnes Albertsons Office 9001 N Indian Trail Rd Spokane, WA 99208 509-464-2026
13. Spokane Valley Office 9019 E Appleway Blvd Spokane Valley, WA 99212 509-822-3105	14. Millwood Albertsons Office 8851 E Trent Ave Spokane, WA 99212 509-927-0691	15. Sprague & Sullivan Office 15426 E Sprague Ave Spokane Valley, WA 99037 509-926-3640



4. What is the maximum Line of Credit amount that your bank would be capable of providing?

U.S. Bank has the capacity to provide the City with a Line of Credit in an amount sufficient to meet the City's operating and capital needs. The Bank will endeavor to provide a Term Sheet at the request of the City. This will be subject to formal credit approval.

5. Please provide acceptable evidence of ability to perform, regarding such categories as expertise/ experience, equipment, and facilities to perform requested duties.

For more than 150 years, U.S. Bank has provided financial services to government entities. Government Banking Division manages over 5,500 government relationships. Our extensive work in partnership with organizations of all shapes and sizes gives us a unique perspective in meeting the needs of the public sector.

The . Bank offers a wide range of deposit, Treasury Management, trust, investment and payment processing products to meet the needs of state, cities, counties, towns, school districts and other governmental or public organizations. U.S. Bank also offers government-specific interim financing for construction products, equipment financing, temporary cash flow financing, term financing, pooled financing programs.

In one month's time, U.S. Bank equipment and technology processes over: 97.8 million ACH transactions 88 million deposited checks drawn on other banks and imaged 25 million lockbox payments 2.5 billion mainframe transactions conducted \$1.2 trillion in wire transfers sent out \$95 billion in deposits posted

\$15 billion deposited daily

Your Relationship Manager advocates for you in the marketplace, working to understand how new and emerging technologies will create better functionality and provide an economic advantage. You can expect timely responses to operational, pricing, technical questions and other general inquiries on a day-to-day basis. Your relationship team also includes product specialists, debt finance bankers and a dedicated Commercial Customer Service group, a team of highly skilled and experienced representatives ready to process both your routine and complex service requests with efficiency and accuracy.

6. Describe your bank's community participation/reinvestment program including your Community Reinvestment Act (CRA) rating.

U.S. Bank National Association is proud to have received an Outstanding rating on our CRA performance evaluation from the Office of the Comptroller of the Currency (OCC). At U.S. Bank, we work hard to get better every day in all areas of our business, including our CRA rating. The most recent copy of our "Community Reinvestment Act Evaluation" can be found on our website <https://www.usbank.com/community/cra-performance-evaluation.html>

U.S. Bank makes it a priority to be a catalyst for positive change in the communities we serve. By investing our time, knowledge and financial resources in local projects, programs and organizations, U.S. Bank helps transform communities. We enjoy close partnerships with hundreds of organizations across our 25-state banking region. These partnerships allow us to help bring about significant change within our communities. Efforts to which U.S. Bank contributes include:

- Funding affordable housing projects
- Fostering economic revitalization, and
- Providing extensive training and education to small businesses, consumers and first-time homebuyers

Our record demonstrates a firm commitment to providing financial and leadership support to national and regional equity funds. U.S. Bank actively invests in Low-Income Housing Tax Credit projects to further energize the creation of affordable housing units. This impressive record proves that the success of our communities is success for us all. All communities are interdependent, and as one flourishes, so does the next.

More meaningful to the City, is the information we have for Spokane County:

CRA Qualified Investments:

During 2015, U.S. Bank and U.S. Bancorp Community Development Corporation provided more than \$1.3 million in CRA qualified investments. These include tax credits (Low Income Housing Tax Credits and Historic Tax Credits) as well as grants through the U.S. Bank Foundation.

Community Development Lending:

U.S. Bank's community development lending totaled \$150,000 in 2015.

Community Development Services:

U.S. Bank employees served on the boards or committees of seven CRA qualified organizations. In addition, U.S. Bank employees delivered 22 CRA qualified financial education seminars during 2015.

Mortgage Lending:

U.S. Bank reported 777 mortgage loans totaling \$136.7 million during 2015. This includes 426 home purchase loans (\$83.4 million), 44 home improvement loans (\$4.9 million) and 307 refinance loans (\$48.4 million).

Small Business and Small Farm Lending:

U.S. Bank reported 1,118 small business and small farm loans totaling \$32.4 million during 2015.

7. Describe your bank's customer service philosophy and organizational structure and provide meaningful examples to illustrate.

At U.S. Bank, providing an outstanding customer experience is a company priority and is as essential as our financial performance is to the success of our company. We believe that you, as a client, should only have to call one number to receive answers to your questions. We believe you should be able to speak to someone who is knowledgeable and experienced in servicing government clients. Commercial Customer Service's dedicated team provides depository and treasury management support. Your service experience includes timely, thorough and responsive measures which insure customer satisfaction.

U.S. Bank's customer service approach is distinctive with our Dedicated Senior Service Officers that **specialize in governmental clients**. Our dedicated senior service officers understand your needs, you speak to a person live, and customers rank U.S. Bank highly in overall satisfaction, quality and value according a recent American Customer Satisfaction Index research. In customer loyalty, U.S. Bank scored significantly higher than the bank industry average.

Commercial Customer Service provides a premier level of service on your depository, loan and treasury management products. Our specially trained staff will respond to both routine and complex inquiries through online access to U.S. Bank's many systems and product databases.

Commercial Customer Service's promise to you

- We promise to be accessible to you between 7 a.m. and 7 p.m.PT—you will not have to leave a message—we will answer your phone call in person
- If you choose to leave a message with an individual, send a fax, or send an email message, we promise same day response if received before 3 p.m.
- We will take ownership of your request and follow it through to resolution
- We promise that you will always have an opportunity to work with more than one Commercial Service Banker who is knowledgeable and will take responsibility for your request.
- We guarantee same day completion of banking transactions initiated through Commercial Customer Service within our published timeframes.

Seattle Commercial Customer Service Team

Laurice Jackson, Assistant Vice President and Commercial Customer Service Manager, has been with U.S. Bank for 27 years. Laurice's experience has been in Retail Banking, back office operations and Commercial Customer Service. For the past 21 years Laurice has worked in a number or roles that support our Small Business, Commercial Banking, National Corporate Banking and Commercial Real Estate customers and has managed a variety of teams for the past 18 years.

Mark Buchanan, Commercial Customer Service Team Lead, has been with U.S. Bank since January 2010. Mark's banking career began in 1992, and has covered many operation areas, supervisory, including training and development. Mark leads a team of six service bankers.

The Seattle CCS site has 20 service bankers and three team leaders with 425 combined years of service with U.S. Bank. Experience ranges from Retail Banking, Operations and Loan Servicing. This dynamic team of bankers has the skills to resolve your issues quickly and accurately. Our bankers adhere to our standards for accountability and embrace dedicated customer service. Laurice Jackson is the site manager,

Mark Buchanan is the team leader and the team of service bankers includes Arlene Baluca, Evangeline Abanes, Anne Adriano, Lisa Dolan and Racheal Williams.

Customer Service Examples

As an example of our customer service, the last three calls to CCS from a single customer were related to SinglePoint. One call was an issue with their token, where the customer's employee was unable to get into the needed module and CCS assisted in unlocking the token. The problem was resolved within minutes of receiving the call. The second call was a question about an encoding error on a check number.

The customer was worried the real check would reject. CCS showed the customer's employee where to look in SinglePoint to find the correction U.S. Bank made on the encoding error. She was reassured the real check would post with no problem. The last call was on a check that appeared to have posted to their account when a cancel was issued.

The CCS representative told her that it was returned "refer to maker" and showed her in SinglePoint how to find that information. All three calls resolved the callers' issues while on the phone with no delay in their work processes.

A City in Washington had a deputy finance director out ill for several days. Their debt service payment to the Bank of NY was over looked. They received a call from the BNY on the due date. The City called the RM and Commercial Customer Service, the debt payment was sent out immediately and made the time frame of before close of business NY time that day.

A Municipal Client sent their payroll file to be payable on a holiday, not realizing it was a holiday, until the day before. The client called CCS requesting options – the ACH file was pulled back and the ACH file was converted into a Batch Wire File, sending all the payroll out via wire same day, therefore everyone was paid on time.

8. Provide the following reports and information about your bank:

a. Monthly account analysis

We have provided a **Sample Account Analysis Statement**, in the **Exhibits-Sample Statements** section.

Account Analysis reports are generated on the sixth business day of the month. Statements can be retrieved online via U.S. Bank SinglePoint in PDF, CSV and TXT formats on the seventh business day of the month. Account analysis paper-based statements are mailed no later than the ninth business day.

U.S. Bank SinglePoint will maintain a rolling 12 month archive of the City's account analysis statements at all times. If your statement is changed or re-analyzed for any reason, a revised analysis will be available for view, print or download the following morning.

The Customer Settlement Page of the monthly account analysis statement displays month by month summary activity. This gives the City a rolling year-to-date view to compare ledger balances, float, negative collected balances, positive collected balances, earnings credit rate, earnings credit, earnings credit based service charges and the carry forward surplus or deficit fee position as well as the month's net position.

b. Monthly bank statement

We have provided a **Sample Monthly Bank Statement**, in the **Exhibits-Sample Statements** section.

Statements are available one to two business days after statement cutoff through our online platform system, SinglePoint. SinglePoint maintains a 12 month archive of statements making them easily accessible to the authorized City employees as well as auditors. Monthly bank statements are mailed no later than the fifth business day of the month. Additional statements will be provided upon request with approval from the City.

c. Monthly merchant services report

We have included **Elavon Sample Reports**, in the **Exhibits-Sample Reports** section.

d. Most recent financial statement

We have also provided our **2015 U.S. Bancorp Annual Report**, in the **Attachments Folder**, submitted in conjunction with this proposal for the City's reference.

Our most recent annual report can also be accessed online at:
<http://phx.corporate-ir.net/phoenix.zhtml?c=117565&p=irol-reportsannual>

Additionally, U.S. Bank's quarterly earnings reports can be found at:
<http://phx.corporate-ir.net/phoenix.zhtml?c=117565&p=irol-quarterlyearnings>

U.S. Bancorp, with total assets of \$429 billion at the end of the first quarter 2016, is a diversified financial services holding company and the parent company of U.S. Bank, the nation's fifth-largest commercial bank. Return on Average Assets (ROA) was 1.32 percent and Return on Average Common Equity (ROE) was 13.0 percent during the three months ended March 31, 2016.

Capital generation continues to reinforce U.S. Bank's capital position with:

- Common equity tier 1 capital ratio of 9.2 percent estimated for the Basel III fully implemented standardized approach
- Common equity tier 1 capital ratio of 9.5 percent; Tier 1 capital ratio of 11.1 percent; Total risk-based capital ratio is 13.1 percent

e. SEC and/or Moody's credit rating or comparable rating

We are pleased to highlight our Standard & Poor's and Moody's financial ratings, as listed below. We believe these high marks are a reflection of quality management, consistent risk/reward decision making, dedication of employees to carry out a sound business model and an underlying customer service culture to be one of the strongest and most reliable banks in America.

A comparison of debt ratings for holding companies of our peer financial institutions reflects U.S. Bank's sound investment strategy, fiscally conservative policies and long-term focus.

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

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

Last Change in Ratings – December 2015

9. Provide a funds availability schedule. Describe one day, two day availability and wire requirements.

We are pleased to offer to the City our Premier Funds Availability Schedule for collection of float items. This is our most aggressive funds availability schedule. The availability is assigned at end of day posting for paper items.

U.S. Bank on-us items	0 day
U.S. Bank Controlled Disbursement items	1 day
U.S. Government Treasury Checks	1 day
Postal Money Orders	1 day
U.S. Government Savings Bonds	1 day
Deposited Returned items	1 day
Redeposited Returned items	1-4 days

The following are U.S. Bank's opening hours and cutoff times in Pacific Time for initiating wire transfers to ensure same day execution.

Input Method			
Type of Transfer	Internet (SinglePoint)	Voice or VRU	CPU-CPU (Batch Wire)
Domestic			
Same Day Fedwire and Drawdown	5:30 a.m.-2:30 p.m.	5:30 a.m.-2:30 p.m.	5:30 a.m.-2 p.m.
Same Day Internal	6:30 a.m.-4 p.m.	5:30 a.m.-4 p.m.	5:30 a.m.-2 p.m.
Future Day Fedwire, Drawdown and Internal	5:30 a.m.-4:30 p.m.	5:30 a.m.-4:30 p.m.	5:30 a.m.-2 p.m.
International*			
Same Day (USD)	5:30 a.m.-3 p.m.	5:30 a.m.-3 p.m.	5:30 a.m.-2 p.m.
Same Day (Foreign Currency)	5:30 a.m.-2 p.m.	5:30 a.m.-2 p.m.	5:30 a.m.-2 p.m.
Future Day – 1 day only (USD)	5:30 a.m.-4:30 p.m.	5:30 a.m.-4:30 p.m.	5:30 a.m.-2 p.m.

Future Day – 1 day only (Foreign Currency)	5:30 a.m.-2 p.m.	5:30 a.m.-2 p.m.	5:30 a.m.-2 p.m.
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**Please Note: International wire transfers are sent on the day U.S. Bank is instructed to send it. The value date defines the date the beneficiary should receive the funds within their account. However, U.S. Bank does not have control over an international bank and the process they use to complete the wire.*

Please refer to **Premier Funds Availability Schedule**, as provided in the **Exhibits-Reference Section** of this proposal for detail.

10. Describe your Balance Reporting systems and availability.

The City currently utilizes SinglePoint, our integrated suite of treasury management services, to access current day, prior day, daily data transmission, book transfers, mobile, stop payments, ACH origination, ACH adjustments, wire transfers, account reconciliation, Positive Pay, Image Access and external messaging.

SinglePoint allows the City to monitor account activity; view, manipulate and download images; transfer and manage payments; process and deposit collections; prevent fraud; and manage your employees' system use.

a. What hardware/software does the bank use to deliver balance and transaction detail information?

SinglePoint services provide browser-based access to account information, so no software is required to view the City's balance and transaction detail information. SinglePoint technical recommendations are stated below at supported and optimal levels:

Component	Minimum Workstation Requirements	Optimal
Operating System	Windows XP®; Apple® Mac OS X	Windows® 8
Browser	Microsoft Internet Explorer® 8 Mozilla® Firefox® 38+ (or current version) Google Chrome 21+	Windows Internet Explorer® 11
Screen resolution	1024x768	1280x1024 or higher

Additionally, reports and transmissions can be scheduled through SinglePoint at any time throughout the day. Reports are then delivered via transmission or secure email at the specified time. Fax and email reporting allows users to receive Current and or Prior Day reporting at a preset time without logging in. Users may also need Adobe® Reader® and Microsoft Excel® or compatible application to view and print certain reports.

b. What time is previous day information available for access by the customer?

Previous day information is available by 8 a.m. PT. However, the data is often available sooner.

c. What are the hours of access of the balance reporting system?

The City can access SinglePoint Information Reporting services every day, 24 hours a day, except for a four-hour maintenance period each Sunday during the early morning hours.

- Previous Day Information is available by 6 a.m. PT.
- Current Day Information is available by 6 a.m. PT and is updated throughout the business day until 3 p.m. PT.

d. Does the bank provide current day information?

i. How frequently is this information updated throughout the day?

Current day information is updated at different times for different applications and different processing sites.

- **Deposit Reporting**—Continuous and updated according to site-specific schedules
- **Wire Transfer Information**—Updated continuously and in real time
- **ACH Data**—Continuous and updated according to site-specific schedules
- **Controlled Draft Processing**—Twice daily, according to site-specific schedules

ii. What transaction types are available on current day reports?

These are the transactions that are detailed in SinglePoint's current day reports:

- ACH transactions
- Controlled Draft Processing Check Debits
- Other Paper Deposits
- Foreign exchange and global trade
- Other items, such as ATM, phone and branch-initiated transactions
- Wire transfer transactions
- Lockbox Deposit
- Book Transfers
- Federal Reserve Bank Settlement Activity

iii. Describe the level of detail provided in previous and current day reports?

Previous Day transaction detail reporting within SinglePoint includes:

- ACH debit and credit transactions
- Coin and Currency Purchases
- Checks Paid
- Location Numbers
- Times available
- Wire Transfer Debits
- Complete wire transfer transaction details
- Controlled Draft Processing Presentments
- Deposited Items Returned
- Lockbox Deposits
- Wire Transfer Credits
- ZBA Credits

Current Day summary reporting within SinglePoint includes the following:

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

iv. How many days of history can be accessed through the system?

SinglePoint provides 10 calendar days of history for current day information, 45 days for previous day information and 60 calendar days for previous day wire transfer data. Extended data retention is available for previous day data for 90 days or six months.

v. In what format is information available?

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

vi. Provide a sample printout of the daily on-line balance information.

Sample SinglePoint Reports have been included in the Exhibits-Sample Reports section.

A.2 Personnel

1. Provide the names (with phone numbers and email addresses), office locations, and resumes of all key personnel, including those key individuals who will be handling the day-to-day responsibilities for performing duties under the contract. The resume should detail the experience of personnel who will be providing managerial oversight under the contract.

Service is often the first or second most cited reason for selecting a banking relationship, or for leaving one. The commitment of a Government Banking Relationship Manager and a coordinated Relationship Team allows issues or concerns to be addressed and resolved quickly. Knowing who to call, coupled with an expectation for satisfaction, is a powerful statement of trust in a true partnering relationship.

Our Relationship Managers

- Partner with other U.S. Bank product experts to build a true consultative and customer-focused relationship.
- Commit to developing and maintaining products and services that meet the needs of government entities.
- Follow state-specific regulatory requirements.
- Structure timely and accurate implementation of depository, treasury management and credit products.
- Advocate on behalf of the customer with any U.S. Bank business line providing services if another voice is need to resolve an issue or request.

Relationship Manager

Gail Heinselman

Vice President and Relationship Manager – Government Banking
428 W. Riverside Ave. 2nd Floor
Spokane, WA 99201
Homebased office in Sun City, AZ
509.951.3630
gail.heinselman@usbank.com

Gail is the Government Banking Relationship Manager for our Eastern Washington, Northern Idaho, and Arizona clients. She is responsible for ensuring that all servicing and support needs are met by each U.S. Bank Division/Department that interfaces with the City. Gail manages policy and pricing issues and partners with you to identify, offer and deliver the right mix of cost-effective solutions. Gail and other team members regularly review relationship strategy, service levels and deliverables. She will also meet with you periodically to confirm those objectives are met. How often she meets with the City is determined by you, the customer. As your Relationship Manager, Gail takes responsibility for the overall quality of service you receive. s.

Gail Heinselman's 33 year finance career started in Bank Audit and Balancing with the Seattle Branch of the San Francisco Federal Reserve Bank. Later she joined Old National Bank Return Items and Research, Treasury Management Operations and Support, Government Banking Customer Support and Training and Government Banking Relationship Management and Business Development with U.S. Bank. Gail manages a mature portfolio of government relationships in Washington, Idaho and is developing business in Arizona. Gail participated in the successful transitions of treasury management customers through three bank mergers and new balance reporting systems. This experience has been

the corner stone of her involvement and oversight of complex customer transitions to U.S. Bank platforms.

Gail was awarded the first Community Volunteer Award in 2004 by US Bank Government Banking Division for her involvement with CASA (Court Appointed Child Advocate). She has also taught life skills to adults with learning disabilities, worked at various food banks in Washington and Arizona, was a certified Lutheran Community Services Rape Crisis and Suicide prevention advocate and is currently a volunteer with Arizona Hospice of the Valley, Junior Achievement and a member of the Education Committee for the Washington Finance Officers Association.

Treasury Management

Cynthia MacGeagh, Vice President

Treasury Management and Payments Consultant - Spokane Commercial Banking

428 W. Riverside Ave. 12th Floor

Spokane, WA 99201

Phone—509.835.6118

Fax—509.835.6128

cynthia.macgeagh@usbank.com

Cynthia is a seasoned financial consultant with a collective 16 years of service at U.S. Bank. She currently serves as the Eastern Washington Treasury Management and Payments Consultant. Her 27 year career in finance includes: Mergers and Acquisitions, Private Placements, Loan Sales and Syndications, Leveraged Buyouts, Venture Capital and Commercial Lending. Her diverse finance background, coupled with her experience as a small business owner, makes her a unique treasury management specialist capable of discussing a variety of financing strategies as well as treasury/cash management solutions. She recently served as a Board Member of Rotary Club 21 and its Community Service Foundation. Through Rotary 21, she co-chairs the club's Foster KidFest Committee, which connects legally free children with prospective adoptive parents, as well the International Services Committee, which deploys funding for water projects, medical initiatives and educational advancement in developing countries.

Cynthia is a graduate of Leadership Spokane, Class of 2007. She received her undergraduate business degree from Western Washington University in 1989 with a focus in Finance. Her M.B.A. was earned through Seattle University in 1994 with a triple concentration in Marketing, Management and International Business.

Community Banking

Marvin Baird, Vice President

Branch Manager - Spokane Main Branch

428 W. Riverside Ave. 1st Floor

Spokane, WA 99201

Phone—509.835.6010

Fax—509.835.6005

marvin.baird@usbank.com

Marvin is an experienced Branch Manager with over 35 years of service with U.S. Bank. He currently serves as the Spokane Main Branch Manager. His banking career includes Retail Banking and Commercial Banking, assisting Consumer and Business customers with all aspects of their banking needs. Marvin currently serves on the Inland Leadership Council for the National Multiple Sclerosis

Society and volunteers with Junior Achievement, teaching the Global Market Place to Longfellow Elementary students.

Marvin is a 1981 graduate of Oregon State University with an emphasis in Finance. Marvin is also a graduate of Northwest Intermediate Banking School and Pacific Coast Banking School. In 2015 Marvin was selected as a Pinnacle award winner for U.S. Bank for his performance at the Spokane Main branch.

Linda Elkin, Region President

Community Banking, North Idaho/Eastern Washington Region
428 W. Riverside Ave. 12th Floor
Spokane, WA 99201
Phone—509.835.6111
Fax—509.835.6144
linda.elkin@usbank.com

Linda has been with U.S. Bank for 22 years and currently leads the North Idaho and Eastern Washington market as Region President. Linda is active in a number of non-profit boards including Past-Chairman of Greater Spokane Incorporated, the largest regional chamber of commerce and economic development corporation in Eastern Washington. She is also a board member of the Spokane Angel Alliance, serves as a member of the U.S. Bank PAC board, and a past board member for United Way of Spokane County. Linda also serves on the Mayor's Economic & Policy Roundtable for Mayor David Condon of the City of Spokane.

Linda graduate of Leadership Spokane and U.S. Bank's Leadership Excellence program at the University of St. Thomas. Linda received a B.A. and an M.B.A. from Washington State University with an emphasis in Marketing and Organizational Behavior in 1992.

Payment Solutions

Melody Ogle – Enterprise Account Manager

7300 Chapman Highway
Knoxville, TN 37920
865.403.8369
melody.ogle@elavon.com

Melody Ogle has been with Elavon since 2001. As an Enterprise Account Management Client Executive, Melody is responsible for the overall management of a book of National Accounts; including maintenance, growth, strategic direction, overall client satisfaction and contract renewals. She consults with clients through data analysis, industry education, presentation of performance results and recommending action to improve performance. She stays current on card association regulations, PCI Compliance, products and industry trends

Jake Pederson – Premier Relationship Manager

7300 Chapman Highway
Knoxville, TN 37920
865.403.7519
jake.pederson@elavon.com

Jake Pederson has a strong background in both payment processing and technical support. Starting in general customer care, Jake was quickly promoted to our Premier Services team, which provides an elite level of service to our national accounts and partnership banks, and finally to our Nationals team, offering a single escalated point of contact for our most valued customers.

Money Center

Craig J Oliver

1420 5th AVE - Seattle, WA 98101

1-888-827-4381

craig.oliver@usbank.com

Craig has been with the US Bank's Money Center for 10 years and has over 15 years of financial industry experience. He covers all of the Washington and Oregon markets for the Money Center - an ultra conservative, short term investment division within US Bank. Craig works with all product lines and is located in the Downtown Seattle US Bank tower. Craig attended and played baseball at George Fox University in Newberg, Oregon. Craig currently holds his series 7 and 63 securities licenses.

2. Can the bank provide at least one dedicated service representative and one backup service representative in the local area or within the Pacific Time Zone as the city's principal contact?

Yes, we will provide a dedicated service representative, Lisa Dolan, as the City's principal contact. At U.S. Bank, each CCS site is organized into smaller teams. Each team is charged with supporting a small group of customers. Each member of the City's assigned team has a thorough knowledge of the City's services, its business practices, and its key contacts for Treasury Services-related issues.

U.S. Bank uses a team servicing approach to ensure continuity of service. We recognize that quality customer service is about human interaction and familiarity with a customer's situation. The City can always talk to Lisa or another person on their team and does not have to leave voice mail messages.

U.S. Bank Commercial Customer Service Seattle

Monday through Friday 5 a.m. – 5 p.m. PT

1420 5th Avenue

Seattle WA 98101

800.346.2249

commercialcustservice4@usbank.com

Every call into Commercial Customer Service is entered into their Online Tracking System. This means that each of the team members has access to all of the information concerning the customer request and may quickly refer to it during the call. You only have to tell us once. Any extraordinary situations are escalated to the appropriate higher levels for special attention and prompt resolution. This system also automatically calculates and reports the frequency of issues reported and identifies areas in product servicing that may require special attention or updates.

A.3 References

Provide names and phone numbers of three references, preferably within the governmental arena that are currently using the bank's depository services requested in this RFP. The references must include contact name, title, address, e-mail address, telephone number and services used.

We are proud to provide the following references with similar types of business services and size and/or banking services to confirm our clients' confidence in our ability to deliver the highest quality products and services.

City of Kennewick

Dan Legard, Finance Officer

210 W 6th Ave Kennewick, WA 99336

509.585.4477

dan.legard@ci.kennewick.wa.us

Longevity of Relationship: 38+ years

Services Used

Depository Services, Account Reconciliation Services, SinglePoint, Wire Transfers, *E-Lockbox, ACH Services, Coin and Currency Services, Cash Vault, Merchant Services

City of Kent

Joe Bartlemay, Finance Officer

220 Fourth Avenue South Kent, WA 98032-5895

253.856.5260

jbartlemay@kentwa.gov

Longevity of Relationship: 30+ years

Services Used

Depository Services, Account Reconciliation Services, SinglePoint, Wire Transfers, Zero Balance Accounts, Lock Box Services, Lock Box Imaging, ACH Services, Coin and Currency Services, Merchant Services

City of Renton

Kristi Rowland, Finance Officer

1055 South Grady Way Renton, WA 98057

425.430.6947

krowland@rentonwa.gov

Longevity of Relationship: 30+ years

Services Used

Depository Services, Account Reconciliation Services, SinglePoint, Wire Transfers, Zero Balance Accounts, Lock Box Services, Lock Box Imaging, ACH Services, Coin and Currency Services, Merchant Services

A.4 Required Basic Services

1. Is the bank able to provide the following depository services:

a. Vault services

Yes. The City's Cash Vault needs will be serviced by our Spokane Cash Vault located at 428 W. Riverside Avenue in Spokane.

b. Return item processing

Yes. U.S. Bank has a range of returned item special instructions available to help reduce processing and costs related to handling returned deposited items. Special instruction features that the City can set up, in any combination, for returned items handling include:

- **Automatic redeposit**—First time returned items for non-sufficient funds (NSF) or uncollected funds reasons can be automatically redeposited. The City may elect to have all items or just those that meet a minimum dollar threshold redeposited. This feature allows for improved collection of funds and reduces the number of returned items that require processing by the customer.
- **Reporting options**—Returned Item activity can be viewed using SinglePoint Information Reporting Previous Day Detail or Image Access. Images of items can also be viewed and printed.
- **Email and fax notification**—The City may choose to receive an email or fax notification advising them of their returned item activity. Images of returned items are also available with each of these options.
- **Advice options**—To meet their information needs, the City may elect to have:
 - Original advices mailed to an alternate address other than the main address on file at U.S. Bank
 - Duplicate copies of advices mailed or faxed to as many as three different addresses or fax numbers, with the added option of also receiving copies of the items
- **Posting flexibility**—The City may choose from the following posting methods which allow them to designate the account debited for returned items, manage bank debit charges and realize improved recordkeeping:
 - Debit items to an alternate account
 - Debit an account with each returned item
 - Debit the total amount of the returned items per account per day
 - Debit an account with one debit for returned items per location per day

c. Transaction research

Yes. The City can quickly retrieve transaction information on SinglePoint. Images of issued checks, warrants, ACH or wires as well as deposited items are available with a click of your mouse.

The City can also call Commercial Customer Service (CCS) at 800.346.2249 for inquiries regarding research and adjustments. Lisa, Evangeline, Arlene, Anne, Spencer or Rachael will answer phone call

We store all paid checks and deposited items on Image Access where items can be retrieved for seven years.

d. Daily and monthly reporting by both paper and electronic methods

Yes. The City may choose to utilize both methods of delivery. Electronically on SinglePoint and paper copy in the mail.

e. Online system for account review and download of data

Yes. SinglePoint Previous Day and Current Day reporting of transactions detail and also the image of deposits and the deposited items; issued checks and warrants, detail of incoming ACH and Wires as well as detail of issued ACH and Wires. This detail can be downloaded into special reports created by the City. It can also be transmitted in BAI to a Workstation.

DDA and Account analysis statements are available for view and download through SinglePoint special reports.

f. ACH processing

U.S. Bank can meet the City's ACH processing needs. Each month U.S. Bank processes over 97.8 million ACH transactions of more than \$1.2 trillion. More information on ACH processing guide lines and protocol is included under related topic throughout our response.

g. Wire processing

Yes, we can meet the City's wire processing needs. We process \$1.2 trillion in released wires a month..

h. Check and warrant processing of both encoded and non-encoded items

Yes, we can efficiently and accurately process the City's encoded and non-encoded checks and warrants. U.S. Bank processes \$95 million every day in checks drawn on other institutions; 88 million checks are processed and imaged.

i. Automatically return as stale dated any check that has a past issue date of six months or greater on any city account

Yes, we can using Positive Pay services. Stale-dated items presented appear on the exception list with a reason code: "Cancel on File." The City then has the opportunity to pay or return the item. Items presented for payment at the U.S. Bank teller line will be refused.

j. Account reconciliation and maintenance

Yes. With Full Reconciliation, the City simply forwards to U.S. Bank the register information on all checks issued along with a list of deleted or cancelled items. Issue information is then compared to your account activity to produce the reports. Since U.S. Bank automatically adjusts and corrects misencoded items, this service virtually balances your checking account for you.

k. Credit and debit card services

Yes. The City will experience a seamless, simplified card issuance process with U.S. Bank at no cost. Please refer to our response to **Section A.33** for more detail regarding **Credit (travel) Card Services**.

Elavon offers a full line of payment processing services for municipalities. We have been your trusted partner for over five years and greatly desire to continue and expand our relationship with you. Please refer to our response in **Section A.34** for more detail regarding **Payment Card Services**.

l. Same day availability of funds

Yes. U.S. Bank is using the Premier Funds Availability Schedule for the City. It assigns same day availability to cash, on-us items end of day; incoming wires posted before 5pm PT and incoming ACH credits posted by end of day processing. Please refer to our response in **Section A.28** for information regarding funds availability.

m. Concentrator service

Yes. The City currently uses E-Lockbox service, previously called Bill Consolidator, to process 11,000 items a month.

E-Lockbox delivers personal Internet banking and other remotely initiated electronic consumer payments to you in a single consolidated file. We receive your customers' payments made through various originators in the Payment Network. On the same day payments are processed, your designated U.S. Bank account is electronically credited with collected funds and remittance data is transmitted to you in your preferred file format. You can upload the remittance data directly to your accounts receivable (A/R) system as you do today for paper remittances.

n. Remote deposit capture

Yes. The City can reduce desk float, errors and unnecessary risk often associated with processing paper checks when you deposit checks online using On-Site Electronic Deposit, easily accessed from SinglePoint. On-Site Electronic Deposit can save you time and money by consolidating banking relationships to make check deposits from your remote locations.

Checks can be deposited as soon as they are received without leaving your office. Increase productivity and reduce risk by not having employees leave the office to make bank deposits. Additionally, users can make deposits anytime, anywhere using a supported mobile device. Distributed workforces collecting check payments can meet daily cutoff times and improve funds availability.

On-Site Electronic Deposit's highly flexible and configurable system meets the processing needs of the City, enabling you to automatically capture check and remittance data, including images of remittance coupons and full page documents. Payment processing is expedited and manual intervention reduced by automatically posting payment information to your accounts receivable systems.

SinglePoint allows the City to view extensive reporting options for deposit, transmission and remittance data as well as access to images of checks and remittance items for more than two years. Remittance data can be downloaded or sent via transmission for automated posting to your accounts receivable system once or multiple times per day.

The City can further leverage your investment by capturing stranded lockbox payments with U.S. Bank Lockbox Remote Capture. Lockbox Remote Capture reduces time and manual effort associated with payments received at your office. With our solution you can minimize courier fees or time spent transporting payments to your local branch. Through our secure website, you can scan checks and remittance documents and electronically transmit them to your lockbox.

o. Courier service

U.S. Bank does not provide courier services. We will work with your preferred provider for any related service.

A.5 Summary of Bank's Approach – Additional Services

1. What new services or features does the bank plan to offer, and within what time frame?

U.S. Bank is committed to staying at the forefront of treasury management and payment technological advancements. A number of advancements include the recently introduced person-to-person real-time payments through Early Warning Systems (EWS) clearXchange. It is expected that business-to-person real-time payments will be rolled out in 2017. Same Day ACH credit will go live in September 2016, while Same Day ACH Debits will be permitted beginning September 2017.

2. Please indicate any additional services or innovative resources that could provide cost savings to the City while maintaining high quality assurance procedures.

U.S. Bank is committed to understanding the City's unique needs and proposing only those solutions that create either a hard or soft dollar value. We utilize a two-step approach, which we call the Working Capital Engagement, to understand and analyze your current payables or receivables processes resulting in a customized analysis and strategy designed to optimize your working capital. In May of 2016, we shared with the City the results of our Working Capital Engagement. In the following weeks, we completed several presentations/demonstrations of several solutions. We have included our **Working Capital Engagement** presentation deck in the **Exhibits-Reference** section for your review. Slides 19 and 26 illustrate the hard and soft dollar Working Capital Advantage for payables and receivables, respectively.

3. Include any utilization of subcontractors with the name and a description of their capabilities.

U.S. Bank engages several vendors for treasury management services, but U.S. Bank retains responsibility for setup and customer support. U.S. Bank outsources services when the vendor offers a proven product and provides quality services. Current Treasury Management vendors are:

Service	Vendor
UPIC® secure account identifier	Electronic Payments Network (EPN)
WEB Cash Concentration and Web Automated Cash Concentration	FIS Corporation (formerly Metavante)
EasyTax (Electronic Tax Payments)	First Data Government Solutions
Direct Deposit of Payroll	ADP Payroll Services, Inc. (ADP is responsible for customer setup and support)
On-Site Electronic Deposit, Deposit Express and Electronic Cash Letter Deposit	RDM Corporation
ACH Faxed Returns	Premiere Global Services, Inc., a US Ptek Holdings, Inc. company)
ACH Positive Pay	Fiserv Corporation.

4. Provide information on how your bank plans to keep your product line competitive.

A culture of innovation is active and productive at U.S. Bank. The City can look forward to working with a team of bankers committed to expanding technology and creating efficiencies in your operation. U.S. Bank has been recognized as one of the most innovative banks in the nation, with awards and top rankings for innovations in products, payments and mobile and online banking. The results in customer adoption and revenue are substantial.

Innovations in banking technology are constant.

- U.S. Bank completely redesigned our online banking platform and we have taken the mobile bank space by storm with developments in digital and mobile capabilities.
- We enlist a Dynamic Dozen program — a group of twenty-something employees from across U.S. Bank who advise management on the viewpoint of young customers and bankers. These individuals are especially valuable as U.S. Bank intensifies our interactions with customers through social media.

- It is not just the digital experts and product specialists who are responsible for innovation. Our distinctive leadership expectations equip employees at every level of the organization to contribute new ways to design our products, structure their businesses and do their jobs.

A.6 Disaster Recovery

1. Describe the Bank's disaster recovery plan in detail.
2. Where are the off-site recovery facilities located?
3. How quickly can a recovery site be operational in the event of a disaster?

The following general statement applies to **Questions A.6.1-3.**

U.S. Bancorp Business Continuity Planning & Disaster Recovery Program Overview

The mission of U.S. Bancorp's Business Continuity Program is to establish and support an on-going Business Continuity and Contingency Planning Program to evaluate the impact of significant events that may adversely affect customers, assets or employees. This program is designed to ensure that U.S. Bancorp can recover its mission-critical functions and applications, thereby, meeting its fiduciary responsibility to its stakeholders and complying with the requirements of the Federal Financial Institutions Examination Council (FFIEC), the Securities and Exchange Commission (SEC), the Office of the Comptroller of the Currency (OCC), the Financial Industry Regulatory Authority (FINRA) and the Office of the Superintendent of Financial Institutions (OSFI). In addition, U.S. Bancorp has met all recovery criteria as prescribed by the Interagency White Paper on Sound Practices to Strengthen the Resilience of the U.S. Financial System

The U.S. Bancorp and U.S. Bank NA Board of Directors approve the Business Continuity Program Policy annually and key issues and status are reported to the Board and Senior Executives on a periodic basis. U.S. Bancorp has developed detailed Business Continuity Plans and Disaster Recovery Plans for the restoration of critical processes, applications, infrastructure and operations. U.S. Bancorp has dedicated resources to its contingency planning and disaster recovery program. Key features of U.S. Bancorp's planning process include:

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

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

- **Business Impact Analysis**—The risk impact analysis measures the effects of resource loss and escalating losses over time, in order to provide management with reliable data upon which to base risk mitigation and continuity planning.
- **Threat Vulnerability Assessment**—U.S. Bancorp's Business Continuity Program utilizes a Threat Vulnerability Analysis (TVA) process to assess the risk of major natural hazard events and the impacts of those events on all U.S. Bancorp corporate locations and the mission critical processes/technologies executed at those locations. This analysis drives strategic recovery planning for continuity of operations for these processes and technologies at the selected

locations. The planning process assists in mitigating the potential concentration risk exposure of a single natural hazard or man-made event to any particular location or process.

- **Business Continuity and Disaster Recovery Plans**—The Plans are a documented collection of procedures and information that is developed and maintained to enable U.S. Bancorp to provide products and services at an acceptable predefined level. Recovery Plans are reviewed/approved biennially at a minimum or as changes occur to mission critical functions and applications or as a result of issues discovered during exercises/test. Plans subject to the Interagency White Paper are reviewed/approved annually.
- **Exercising/Testing**—All aspects of the plans are periodically exercised/tested in accordance with regulatory requirements and U.S. Bank policy and to demonstrate the level of recoverability. This includes plan activation simulation, including recovery strategies, crisis management and response, business continuity processes and critical infrastructure disaster recovery. Key mission critical applications are exercised on a quarterly basis. Mainframe data is mirrored and replicated to the hot site and server backups are stored off-site in a secured climate-controlled environment.
- **Audit**—Annual internal audits and periodic OCC/Federal Reserve exams are conducted of the business continuity and disaster recovery program.
- **Board of Directors Updates**—Enterprise Readiness Services provides regular updates on the status of its contingency and recovery program to the Audit Committee of the Board of Directors of U.S. Bancorp.
- **Employee Training and Awareness**—Employee Training and Awareness includes promoting awareness, testing evacuation procedures and identifying employees' roles and responsibilities in a significant event. Clear communication during an outage is vital. Many U.S. Bancorp employees who support mission critical functions have cell phones and recovery plans.

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

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

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

In the event of a Data Center outage, U.S. Bancorp utilizes an internal alternate data center, which is geographically disbursed, and utilizes real-time mirroring and replication of data to our key recovery centers within prescribed Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO). In the event of a disaster at U.S. Bancorp that impacts your product or service, you would be notified by a member of the Product/Service Customer Support Team.

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

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

A.7 Depository Service Options

1. Are night drop, vault, remote and branch service options available?

Yes. The Spokane Main branch will serve as the City's main office for branch servicing needs.

Services at Spokane Main include:

- **Lobby**—Monday through Thursday, 9:30 a.m.-5 p.m.; Friday 9:30 a.m.-6 p.m.
- **Drive-Thru**—Monday through Friday, 9 a.m.-6 p.m.
- Notary Services
- Safe Deposit Boxes
- Originate Loans
- Money Orders
- Official Checks

The City's cash vault needs will be serviced by our Spokane Cash Vault, located at 428 W. Riverside Avenue in Spokane.

Night drop services are available at these U.S. Bank Branches:

1. Indiana Ave Office 102 W Indiana Ave Spokane, WA 99205 509-327-7405	2. East Side Office 2322 E Sprague Ave Spokane, WA 99202 509-533-0042	3. Garland Avenue Office 3909 N Lincoln St Spokane, WA 99205 509-328-5112
4. Manito Office 621 E 30th Ave Spokane, WA 99203 509-455-5335	5. Northtown WA Office 123 E Queen Ave Spokane, WA 99207 509-487-3399	6. Lincoln Heights Office 2807 E 29th Ave Spokane, WA 99223 509-533-0128
7. North Spokane Office 7307 N Division St Spokane, WA 99208 509-464-0530	8. Northpointe Safeway Office 10100 N Newport Hwy Spokane, WA 99218 509-466-3819	9. Spokane Valley Office 9019 E Appleway Blvd Spokane Valley, WA 99212 509-822-3105
10. Sprague & Sullivan Office 15426 E Sprague Ave Spokane Valley, WA 99037 509-926-3640		

a. Are any processing applications outsourced to a third party? If so, name the financial institution(s) and describe the application(s).

U.S. Bank does not utilize any third parties for depository services within our footprint, including the state of Washington.

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

a. Is it the same for night drop, vault, bank center, teller and branch services?

The Spokane Main branch's cutoff time is 6 p.m. PT.

The ledger cutoff time for the Spokane Cash Vault site is 4:30 p.m. PT.

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

For branches, Saturday and Sunday deposit options are limited in the branches. Night drop depositories are available 24/7; posting delays may apply depending on processing schedules. Please refer to the pricing section for fee information.

All deposits received on weekends or holidays are credited the next business day.

Our Cash Vault Service has no deposit service on weekends and limited availability on holidays.

4. Are there any deposit restrictions?

No.

5. Are the deposit tickets that you provide available in multiple part forms? How many copies does the bank require?

Deposit tickets ordered through U.S. Bank are provided in duplicate.

The Item Processing and branch office locations require only the original deposit ticket.

6. Can the deposit tickets contain an auxiliary MICR field for our location and/or transaction information?

Yes. An auxiliary MICR field for location and/or transaction information is acceptable. Ten digits are the maximum number of usable digits in the auxiliary MICR field.

7. Do you accept loose and/or rolled coin for deposit at vault, branch and night drop locations?

Yes, U.S. Bank accepts loose and rolled coin for deposit. Large coin deposits or coin bags should be brought inside the branch for deposit, instead of utilizing the night depository.

Both U.S. Bank cash vaults and branches prefer loose coin deposits. Please refer to the **Pricing Pro Forma** provided in **Section D** of this proposal for more information about fees.

8. What are the requirements for depositing checks (e.g., pack size, audit tapes)?

U.S. Bank sets a maximum of 300 checks per batch and requests a proof tape banded to each bundle. The City is provided with unique batch ticket, block ticket and bar codes to assist in tracking deposits and enhance deposit reporting.

9. Please describe the bank's credit advice processing (online or mailed).

If the City is using an information reporting service, electronic notification is the standard means of advice information. Voice, mailed and faxed advices are optional for information reporting customers and are provided at the City's request for a fee. Mailed advices are defined as the default reporting option unless specifically declined by the City.

10. Discrepancy and write-off policies-please describe.

For branch services, all deposits that are not processed in front of the City that have discrepancies greater than \$50 are verified by two or more tellers and the City is notified to determine how to correct the

deposit. Discrepancies \$50 or less are handled by the teller preparing a separate adjustment advice and mailing it to the City's account address in our system.

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

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

Please refer to our response to **Section A.8** for further detail.

11. Type of deposit bag used/required?

For branch services, only tamper-evident poly deposit bags must be used for armored courier transport, night drop and drop-off deposits. Cash Vault Services only accepts tamper-evident poly deposit bags. For security purposes, the cash vaults do not accept locking zipper deposit bags.

For branch services, any custom bag must be reviewed by the branch to ensure compatibility with the branch procedures.

The City must provide an example of custom deposit bags for approval by Cash Vault Services before the bag is accepted at any of U.S. Bank's cash vault locations. The City may discuss acceptable bags with your Treasury Management Consultant or local Branch Manager.

U.S. Bank offers poly deposit bags for purchase at branches on a limited basis only. Cash Vault Services requires poly deposit bags for all deposits; however, the City is not required to use U.S. Bank deposit bags; you may use their own poly bag vendor as long as the poly bag contains tamper evident security features.

Please refer to the **Pricing Pro Forma** for poly bag fee details.

12. Change order processing-please describe.

For branch services, change orders may be placed via phone or in person. City officers may come inside the branch to pick up change orders or have them delivered to your office locations via armored carrier. The lead time on placement of change orders varies. In general, large or special purpose change orders require a week or more advance notice. The City must work with local branch management to agree on lead times required for placing change order requests.

Cash Vault

Cash Vault Services utilizes the Glory VAS and Comp-U-Order automated systems to reduce cash deposit processing time and speed collection as an enhancement to the City's treasury management function. Armored carriers deliver cash and check deposits to U.S. Bank's highly secured Cash Vault. The amount of cash deposit is entered into the system and assigned a trace number. The deposit is tracked by the systems from receipt to verification, allowing U.S. Bank to constantly monitor the status of all deposits. Cash deposits are sent to the verification area while check deposits go to item processing for deposit to the City's account.

The Glory Comp-U-Order automated phone ordering system and SinglePoint Cash Vault online ordering allow change orders to be placed 24/7. Standing change orders, containing pre-determined denominational values and pre-scheduled delivery days, may be setup through Cash Vault Services to

avoid having to manually place daily orders by telephone or Web. Standing change orders allow the City's offices to set change order amounts to ensure the local stores are not ordering excessive amounts and avoid any fraud.

Security is of utmost importance to U.S. Bank's Cash Vault Service. U.S. Bank's Cash Vault has camera surveillance throughout. The Glory VAS System has built-in counterfeit detection.

Change Orders

Orders may be placed 24/7 on Comp-U-Order or SinglePoint Cash Vault. Weekend orders, including Monday inventory, must be ordered by the Friday deadline for all vaults with a one business day lead time. The City must make all arrangements with your courier for change order delivery. The change order deadline for the Spokane vault is 9 a.m. PT.

13. Standard return and re-clear processing-please describe.

U.S. Bank's standard service is to chargeback item(s) to the deposit account on the first return. We do not automatically redeposit any item without special instructions. U.S. Bank currently processes returned items at two Operations Centers: St. Paul, Minnesota and Portland, Oregon. Returned items are processed in an image-based environment using Touchless Returned Item Processing System (TRIPS) software. One of the most sophisticated in the industry.

Please refer to our response to **Section A.10** for further detail.

14. Do you accept pre-encoded checks?

Yes. U.S. Bank accepts pre-encoded checks.

Each pre-encoded depositor receives a copy of U.S. Bank's Cash Letter Services User Guide.

U.S. Bank's MICR and Image Quality Assurance group monitors deposit and MICR quality. Deposit and MICR quality is captured both automatically and manually by the check processing staff. MICR quality reports can also be generated on a daily or monthly basis, depending on the City's needs. This information is shared on a regular basis with Commercial Customer Service Bankers, Relationship Managers and sales staff. This information is shared as needed with U.S. Bank's customers to improve processing and to control reject expenses.

A pre-encoded reject fee per item is assessed to pre-encoded depositors based on the type of error that caused the reject. U.S. Bank does not use an allowable reject rate

a. Provide a copy of the bank's instructions for pre-encoded checks.

Each pre-encoded depositor receives a copy of **U.S. Bank's Cash Letter Services User Guide**, as provided in the **Exhibits-Reference** section.

b. Is there a discount for pre-encoded checks?

No, U.S. Bank does not offer discounts for pre-encoded checks.

c. Do you require that the checks be endorsed in conformance with Reg CC in order to qualify for a discount?

U.S. Bank does not offer discounts for pre-encoded checks.

d. Describe your encoding quality monitoring process.

U.S. Bank's MICR and Image Quality Assurance group monitors deposit and MICR quality. Deposit and MICR quality is captured both automatically and manually by the check processing staff. MICR quality reports can also be generated on a daily or monthly basis, depending on the customer's needs. This information is shared on a regular basis with Commercial Customer Service Bankers, Relationship Managers and sales staff. This information is shared as needed with U.S. Bank's customers to improve processing and to control reject expenses.

15. Remote deposit services including check truncation and check conversion

a. Scanning equipment, software, transfer procedures, batching and security.

Scanning Equipment

The table below lists certified check scanners available from U.S. Bank:

Scanner Brand/Model	Scanner Type	Speed In Documents Per Minute (DPM)	Scanner Size
Digital Check CheXpress [®] (CX) 30	Single document feeder	30 DPM	H: 7.4" W: 3.9" L: 9.4"
Panini I:Deal [™]	Single document feeder	20 DPM	H: 3.2" W: 6.6" L: 7.9"
RDM EC7000i/EC7500i [™] Series	Single document feeder	20 DPM	H: 4.8" W: 5.9" L: 8.8"
Digital Check TellerScan [®] (TS) 240: 50/100	Multiple document feeder	50/100 DPM	H: 7.5" W: 5.1" L: 11.1"
Epson [®] CaptureOne [™] 30, 60, 90	Multiple document feeder	30/60/90 DPM	H: 6.9" W: 6.3" L: 14"
Panini Vision X [®] 50/100	Multiple document feeder	50/100 DPM	
Burroughs SmartSource Adaptive	Multiple document feeder, supports 8.5"x11" document sizes	70 DPM (check) 30 DPM (full page)	H: 11.3" W: 6.4" L: 20.2"

Additional scanners are compatible with On-Site Electronic Deposit; however, support may be limited.

Software

During the first login to On-Site Electronic Deposit, a series of Web components must be installed and configured on the workstation. Administrative privileges are required on the workstation to complete installation. The typical setup and installation process is conducted as part of our training via phone and WebEx.

Transfer Procedures

Users can distribute the results of an image search from the EDM system via a File Transfer Protocol Secure transmission. The data export is in XML format and can be pulled on demand and/or scheduled for hourly, daily, weekly or monthly transmission.

Batching

There is not a limit on the number of checks or batches that can be included in a single deposit. However, only 300 checks or items can be contained in any one batch within On-Site Electronic Deposit.

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

Security

Access to On-Site Electronic Deposit and the Electronic Deposit Manager (EDM) system is attained via Single Sign-On through SinglePoint, which incorporates multi-layer authentication.

Users are authorized individuals within an organization with required access to On-Site Electronic Deposit and EDM as well as data stored within it. Before anyone in the organization can access the system, a customer assigned System Administrator must add users to the system. Depending on their responsibilities, different users assume different roles in On-Site Electronic Deposit and EDM with defined level of access. For example, System Administrator users can drill down to access data at the lowest level of any member node; whereas users with the Research role have limited access to only their specific member node. The roles and responsibilities of users differ from organization to organization.

All the same security measures that protect SinglePoint (128-bit SSL encryption protects the entire SinglePoint session) and U.S. Bank systems deploy sophisticated security and extensive firewall protection to guard against unauthorized access to information.

b. Portal entry or stand-alone service.

On-Site Electronic Deposit is a robust, scalable and highly configurable web-based application.

c. Deadlines for same day credit of deposits.

The following table illustrates the deposit deadlines (in Pacific Time) for same-day ledger credit of funds:

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

d. Document retention policy for checks converted to ACH or processed via remote deposit capture.

Items processed through remote deposit capture or converted to ACH are stored for three business days, then destroyed.

e. **Liability for fraudulent deposit items.**

You are the owner of your depository account(s) and liability resides with the City. The City would go to the individual who paid with a nsf or fraudulent check for the service being provided.

A.8 Deposit Verification

1. **How many bank employees are present when deposit bags are opened? What specific security measures are employed?**

For branches, one employee is present when opening deposit bags for post-verification. Employees who accept and process deposits must also initial the drop-off deposit log, ensuring that U.S. Bank has complete documentation if more than one person touches the deposit.

For cash vault and night drop deposits, all cash transactions are processed in a dual control environment. Dual control is defined as two bank employees or one bank employee plus a security camera.

2. **How will you return the validated deposit receipts to us? Within what time frame?**

In the case of a post-verified or drop-off deposit a receipt is not issued at the time the deposit is handed to the teller. However, the deposit is logged and recorded until verified. Verification of the deposit takes place before the branch closes for the day.

Deposit receipts can be picked up at the branch or mailed to the City's location.

3. **If credit is given, when does verification take place? In 24 hours? 48 hours?**

Deposit verification is done within 24 hours.

4. **Does the bank identify and adjust all discrepancies?**

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

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

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

a. **If not, at what dollar amount do you write off discrepancies?**

For cash vault services, with discrepancies of \$10 or less, no adjustments are made to the deposit. For proof, with discrepancies of less than \$1, no adjustments are made to the deposit.

b. **Do you adjust the deposit amount or process an adjusting debit or credit?**

Branch

For over-the-counter deposit discrepancies, the City can change and initial the deposit slip reflecting the adjusted deposit amount.

Night deposit, post-verification or armored courier delivered deposit discrepancies \$50 or less are adjusted by either a) correcting the original deposit slip and initialing the change; or b) posting an offsetting correction to the City's account. Any branch adjustment over \$50 to a deposit ticket when the City is not present requires that two tellers verify the deposit amount and contact the City for adjustment instructions (change the deposit amount, post a separate correction, or hold the deposit for the City to retrieve).

Cash Vault

Cash Vault Services creates a separate customer deposit credit or debit adjustment for discrepancies.

c. **What is the standard procedure for reporting deposit adjustments?**

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

For cash vault services, bankers identify all discrepancies and adjust customer accounts for differences over \$10. Cash Vault Services creates a separate customer deposit credit or debit adjustment for discrepancies. Cash vault adjustments transaction detail is available via SinglePoint previous day reporting or BAI file.

d. **Can the above information be sent electronically on a daily basis?**

Yes.

5. **What is the bank's policy on receipt of tampered bags?**

All bags are inspected upon receipt. Any bag with evidence of tampering may be refused. At U.S. Bank's discretion, a bag's contents may be counted while under dual control of an employee and supervisor.

6. **When counterfeit bills are discovered, what is your notification and adjustment process?**

The amount of the counterfeit note is charged against the customer account. The description on the adjustment is listed as "Counterfeit Currency."

A.9 Vault Services

1. **How much advance notice is required for coin and currency orders?**

a. **Lobby pickup**

The lead time on placement of change orders varies. In general, large or special purpose change orders require a week or more advance notice. The City must work with local branch management to agree on lead times required for placing change order requests. For branch services, change orders may be placed via phone or in person. Customers may come inside the branch to pick up change orders or have them delivered to their store locations via armored carrier.

b. **Armored or courier pickup**

Orders may be placed 24/7 on Comp-U-Order or SinglePoint Cash Vault. Weekend orders, including Monday inventory, must be ordered by the Friday deadline for all vaults with a **one business day lead time**. The City must make all arrangements with their courier for change order delivery. The change order deadline for the Spokane vault is 9 a.m. PT.

2. Are there minimum purchase requirements (e.g., standard straps of currency and full boxes of coin)? Is a discount offered for purchasing standard amounts? What settlement options are available for coin/cash orders (e.g., cash, check, debit to account, wire)?

For branch services, change orders should be placed in minimum increments of full straps of currency and full rolls and boxes of coin whenever possible. Settlement options include cash for cash exchange, U.S. Bank check, or branch prepared debit to a U.S. Bank account at the time the order is prepared.

For cash vault services, vaults provide strapped and loose currency. U.S. Bank prefers orders of full boxed coin, but individual rolls of coin are also available. Discounts are offered for ordering full straps of currency and full boxes of rolled coin. There is a minimum order of \$1 and all orders must be whole dollars.

In all cases, U.S. Bank debits the change order amount to the City's account on the day the order is made.

3. Describe security at the cash vault center. What fraud prevention procedures are in place?

U.S. Bank offers the enhanced technology of the Glory VAS Cash Processing System for cash deposits, cash ordering and cash inventory. Few banks can offer the extensive automation, security, convenience and treasury management advantages this completely automated system provides.

Armored carriers deliver cash and check deposits to U.S. Bank's highly secured Cash Vault. The amount of each deposit is entered into the system and assigned a trace number. The deposit is tracked by the system from receipt to verification, which allows U.S. Bank to constantly monitor the status of all deposits.

Security is of utmost importance to U.S. Bank's cash vault business. U.S. Bank Cash Vaults have camera surveillance throughout. The Glory VAS system has built-in counterfeit detection.

An extraordinary amount of information is used in monitoring the quality of service provided to U.S. Bank's customers. U.S. Bank monitors information on a rolling 12-month cycle and reports errors regarding cash processing. The errors are accumulated per cash vault teller and charged against a standard error ratio assigned to each operator.

A.10 Return Item Processing

1. Can return items be automatically redeposited twice?

Yes. Special instructions can be placed on U.S. Bank's returned item processing system that allows for returned items to be automatically redeposited one time, which is the maximum. Redeposited items are not reflected on the City's DDA account or returned item advices. Location processing is available as long as the location is included within the City's endorsement and the deposit ticket.

2. Can copies of all redeposited return items be provided to the depositing location or a central office? If so, within what time frame?

Yes. Copies of returned and redeposited items can be sent hourly or at end of day by email or fax. Returned items can be viewed and a decision to redeposit or return can be made current day using SinglePoint Information Reporting. Returned and redeposited items can be viewed online next business day using SinglePoint Information Reporting Previous Day Detail or Image Access.

3. Provide the bank's standard return item and reclear processing instructions. List any non-standard options that are available.

U.S. Bank's standard service is to chargeback item(s) to the deposit account on the first return. We do not automatically redeposit any item without special instructions. U.S. Bank currently processes returned items at two Operations Centers: St. Paul, Minnesota and Portland, Oregon. Returned items are processed in an image-based environment using Touchless Returned Item Processing System (TRIPS) software. One of the most sophisticated in the industry.

Average daily volume of items processed:

▪ St. Paul	11,500
▪ Portland	<u>4,000</u>
Total	15,500

The City can establish special instructions for: redeposits, email or, fax notification, mail advices/items to an alternate address, charge items to an alternate account or provide duplicate advice copies. Transmission of returned item information with option images is also available. Online decisioning for current day items and reporting of previous day detail is available through SinglePoint. Special instructions are available by account or location.

As the City's returned items are processed by TRIPS, they go through a number of steps to determine processing procedures. Outlined below is a description of the critical steps that comprise that process:

- U.S. Bank receives returned items within an image cash letter.
- The MICR line of the item is read and compared against a captured item file created during the initial deposit process.
- The returned item is matched to an associated deposit ticket on the captured items file.
- Following the match, the system accesses the returned item special instructions associated with the item.
- Returned items are processed according to documented procedures and any special instructions on file for the account.

When returned items are forwarded to the City, the returned items are attached to an advice. A maximum of eight returned items can be attached to a single advice. For reconciliation purposes, each advice matches to a single debit on the City's bank statement.

U.S. Bank's processing of returned items may result in the City receiving multiple advices and debits on a given day. Multiple advices can be the result of many factors including segregation by store number, reject processing (bad MICR, mutilated item) and multiple cycles. Special instructions are available to allow a consolidated debit for multiple advices by location or by account. However, because returned items are processed at two different locations, a daily advice may be created by each return location.

4. Do you have the ability to interface with third-party providers of negative databases?

Yes. The original items can be mailed directly to a third party using an alternate address or advices can be faxed to an alternate number. A transmission can also be sent to a third party.

A.11 Transaction Research

1. What documentation is provided with deposit correction adjustments? What electronic delivery methods are available?

A copy of the item, backup documentation and an adjustment letter with a case number and the name of adjustment contact are provided with the adjustment. Electronic notification of the same is available.

2. Within what time frame can you provide requested copies or documentation? What electronic delivery options are available?

Reporting is provided within one business day and may consist of mail, fax and email communications

A.12 Deposit Reporting

1. Is a summary report provided totaling deposits for the period by location?

Yes. The deposit activity for all locations is reported individually and then sub-totaled.

2. Indicate the bank's capability to provide the specified detailed information for each transaction listed by yes or no answer:

Transaction Type	Master Account Number	Store Location and Shadow Acct #	Auxiliary MICR Field	Transaction Date	Transaction Amount	BAI Transaction Code
Deposits	Yes	Yes	Yes	Yes	Yes	Yes
Return Items	Yes	Yes	Yes	Yes	Yes	Yes
Deposit Correction – Teller	Yes	Yes	Yes	Yes	Yes	Yes
Deposit Correction – Vault	Yes	Yes	Yes	Yes	Yes	Yes
Deposit Correction – Proof	Yes	Yes	Yes	Yes	Yes	Yes
Coin and Currency Orders	Yes	Yes	Yes	Yes	Yes	Yes
Misc. Debits and Credits	Yes	Yes	Yes	Yes	Yes	Yes
ACH Debits and Credits	Yes	Yes	No	Yes	Yes	Yes
Wire Transfers	Yes	Yes	No	Yes	Yes	Yes
Merchant Card Deposits with Merchant Reference Number	Yes	Yes	Yes	Yes	Yes	Yes

A.13 Account Reconciliation

1. Does the bank offer Positive Pay services? If so, please describe.

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

Please refer to our response to **Section A.37** for further detail.

2. How are exception items under positive pay reported to the City? What is the procedure and timeline for paying and returning exception items?

U.S. Bank provides a prior day Positive Pay service with daily notification. SinglePoint will notify the City that you have exception items pending review no later than 9 a.m. PT. The City has until 3 p.m. PT notify U.S. Bank of your pay/return decisions.

3. Does the bank provide on-line check imaging so that the City can review its paid or exception items electronically?

Yes, U.S. Bank SinglePoint's image-enhanced Positive Pay product provides real-time access to images of exception items over the Internet. The City can view, manipulate and print images of exception items and enter pay/no-pay decisions on that same exception list in SinglePoint.

4. Describe the bank's check truncation service and how to receive or make copies of paid items.

U.S. Bank retains physical checks on-site for three days. Thereafter, the checks are destroyed and images are stored off-site for seven years. The City uses Image Access which provides access to paid checks and deposited items for seven years.

5. Does the bank offer Deposit Reconciliation services?

Yes. U.S. Bank's Deposit Reconciliation Service offers to entities like the City who have multiple locations an efficient way to deposit into one depository account. A single report tracks deposit and miscellaneous transaction activity by location, eliminating the need for multiple accounts and streamlining the reconciliation process.

Each location uses deposit tickets encoded with its own City-assigned number. The location information is captured and stored until the statement cutoff. The deposit reconciliation statement is then produced, reporting each location's deposits separately. Additionally, miscellaneous transactions, such as returned items and coin and currency orders, are also grouped by store number on the statement.

On a daily basis, location deposits and miscellaneous transactions are available on the Previous Day Detail Report or in the BAI2 format. Location numbers appear next to each transaction.

U.S. Bank offers transmission of the deposit reconciliation information for direct entry into the City's computer systems.

6. Is deposit activity for all depositing locations reported individually?

Yes. The deposit activity for all locations is reported individually and then sub-totaled.

7. What, if any, activity is reported as miscellaneous transactions?

Miscellaneous transactions occur if the transaction is part of a manual process. Examples of miscellaneous transactions include:

- Branch deposits using generic deposit tickets
- Branch adjustments
- Branch coin or currency
- Electronic transactions (may include wire transfers, ACH, ATM)

- Branch deposits using generic deposit tickets
- Branch adjustments
- Branch coin or currency
- Electronic transactions (wire transfers, ACH, ATM)

A.14 Electronic Deposit Reporting

1. Can you provide electronic reporting of deposit detail activity?

Yes, individual checks included in the deposit, cash total and miscellaneous transactions as described above

a. Can this detail be accessed in real time?

Current day information is updated at different times for different applications and different processing sites.

b. How often is the daily information updated?

- **Deposit Reporting**—Continuous and updated according to site-specific schedules
- **Wire Transfer Information**—Updated continuously and in real time
- **ACH Data**—Continuous and updated according to site-specific schedules
- **Controlled Draft Processing**—Twice daily, according to site-specific schedules

c. Can the information be accessed by multiple users from multiple locations?

Yes. Through SinglePoint's System Administration tool, the City can determine which accounts, services, functionality and limits each user can see and use in SinglePoint. The City's system administrator serves as your security manager. U.S. Bank assigns the system administrator at set-up after all necessary clearance documents are processed. The system administrator:

- Creates and deletes SinglePoint users
- Requests and maintains tokens, required to initiate payment transactions
- Sets and modifies user payment and transaction quantity limits
- Assigns user access to services and accounts
- Assigns initiation and approval entitlements
- Resets own and other users' passwords when necessary (regular users can change their own passwords)

Administrators can add, copy and reuse user profiles to streamline the set-up of new users. They can also modify user entitlements, account access and transaction limits at any time with immediate updates, change user status for interim periods, assign entitlements by service area, function and account access, and select user payment limits for ACH, book transfers and wire transfers. Please refer to our response to **Question 1.d** below for further detail.

d. If so, can the bank restrict users to accessing only portions of the information?

Yes. The following table describes SinglePoint user entitlement by service:

Service	Entitlements	Access and Limits
---------	--------------	-------------------

ACH	Batches: <ul style="list-style-type: none"> Initiate Batches Approve Batches Templates: <ul style="list-style-type: none"> Create template Approve template Export template 	<ul style="list-style-type: none"> Access to accounts MSU Denver level limits User level batch initiation limits Per Batch Daily Cumulative limit User level batch approval limits Per Batch Daily Cumulative limit
ACH Additional Services	Allow access to the ACH Activity Schedule, Control totals, Positive Pay Warehouse Search services	Access to accounts
Account Reconciliation	Allow access to Account Reconciliation Reports.	Access to accounts
Book Transfer	Initiate Approve	Access to only U.S. Bank accounts
Cash Vault	<ul style="list-style-type: none"> Allow access to online ordering Allow access to reports 	Access to Cash Vault locations
External Messaging	Enable Messages	Delivery Options: <ul style="list-style-type: none"> Primary email Secondary email Mobile device LaunchPoint page Fax
Image Access	Allow access to image service (images may be viewable in other services, such as reporting, without access to Image Access service)	Access to accounts
Image File Delivery	Allow access to Image File Delivery	Access to accounts
Information Reporting	<ul style="list-style-type: none"> View current and previous day View and generate special View Images View Returned Item Images 	<ul style="list-style-type: none"> Access to accounts Access to specific special reports
International Banking Services	<ul style="list-style-type: none"> View International Balance pages View and Export International Reports Initiate Report Requests 	Access to Accounts
Investment Reporting	<ul style="list-style-type: none"> View and Export Investment Reports 	Access to Accounts
Positive Pay	<ul style="list-style-type: none"> Decision Approve decision 	<ul style="list-style-type: none"> Access to accounts Adjust amount, payee
Reverse Positive Pay	<ul style="list-style-type: none"> View transactions Decision 	<ul style="list-style-type: none"> Access to accounts Adjust amount
Stop Payments	<ul style="list-style-type: none"> Place stop payment Approve stop payment Modify stop payment parameters 	<ul style="list-style-type: none"> Access to accounts Up to 50 stop payments per submitted page Up to 50 pages of stop payment submitted per session

Wire Transfer	<ul style="list-style-type: none"> • Initiate <ul style="list-style-type: none"> - Domestic repetitive - International repetitive - Domestic non-repetitive - International non-repetitive - Repeat code request • Approve <ul style="list-style-type: none"> - Wire transfer - Templates - Repeat code requests • Create templates 	<ul style="list-style-type: none"> • Access to accounts • Limits--up to eight levels: <ul style="list-style-type: none"> - Initiate - Per transaction semi-repetitive - Per transaction repetitive - Per transaction non-repetitive - Daily cumulative (all types) • Approve <ul style="list-style-type: none"> - Per transaction semi-repetitive - Per transaction repetitive - Per transaction non-repetitive - Daily cumulative (all types)
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e. Do users have the flexibility to access only portions of the information?

Yes. The City can determine which accounts, services, functionality and limits each user can see and use, as described in response to **Question 1.d** above.

2. Is the transmission a BAI.txt formatted file?

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

a. If not, what type of format can you provide?

Several options are available, as described above.

3. For daily reporting, what time each day is the data available?

Previous Day Information is available by 6 a.m. PT. Current Day Information is available by 6 a.m. PT and is updated throughout the business day until 3 p.m. PT.

4. Describe the technical support available to aid in electronic data transmissions.

The City currently receives a daily transmission of current day and prior day information reporting. Technical support is available from the Transmission Client Service Center 24/7.

During the implementation process for additional transmissions, your Treasury Management Implementation Project Manager will be assigned to support the setup. After implementation, the City may call CCS and, if necessary, the inquiry is escalated to the appropriate Technical Support team.

U.S. Bank provides customer service from 5 a.m. to 5 p.m. PT each business day.

A.15 ACH Processing

1. What are the hours of operation of the ACH unit?
 - a. What are the hours of operation of the ACH unit?

ACH Operations has staff available from 7 p.m. PT Sunday through Friday at 10 p.m. PT.

ACH Customer Service support is available Monday through Friday from 6 a.m. PT to 3:30 p.m. PT.

U.S. Bank's Transmission Client Service Group is staffed 24/7 to resolve problems related to data transmissions.

b. What are the bank's cutoff times for customer initiation of ACH transactions?

The table below lists U.S. Bank's cutoff times in Pacific Time.

Customer Input Method	Cutoff Time		
	Day Cycle	Night Cycle	Same Day Transfer
SinglePoint ACH	7 p.m. PT (Domestic)	7 p.m. PT (Domestic)	7 p.m. PT (Domestic)
	4 p.m. PT (International with FX)	4 p.m. PT (International with FX)	
FTP Transmission	8:30 p.m. PT	8:30 p.m. PT	8:30 p.m. PT
PC-CPU (Asynchronous)	8:30 p.m. PT	8:30 p.m. PT	8:30 p.m. PT
Touch-Tone Phone	n/a	n/a	n/a
Terminal (Direct Transmission)	8:30 p.m. PT	8:30 p.m. PT	8:30 p.m. PT
ACH Adjustment Requests	5 p.m. PT	5 p.m. PT	n/a
ACH Positive Pay Exception Decisions	5 p.m. PT	5 p.m. PT	n/a

c. Describe the procedures used to verify accurate and secure receipt of transmissions.

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

The procedures include:

- **Secure interactive voice response access with validation totals entered by customer followed by confirmation from bank that ACH file is received and processed**—U.S. Bank offers touch-tone response access with validation totals followed by a confirmation from U.S. Bank that the ACH file was received and will be processed. Customers can confirm receipt during a window beginning 30 minutes after validating control totals and ending one hour after control total validation. Customers can confirm through fax, email, transmission or manually by re-accessing the Interactive Voice Response (IVR) unit.
- **Secure interactive voice response access with validation totals only**—Customers originating through Direct Transmission can access the ACH File Confirmation System by touch-tone telephone. The customer enters transaction totals as prompted by an IVR. The IVR compares entered amounts with amounts on the file and confirms matches and discrepancies within 30 minutes of submission. The control totals and file should be submitted simultaneously. The customer calls into the service and selects the confirmation option to validate entered totals.

d. Can the bank automatically redeposit items returned for insufficient or uncollected funds?

Yes. The ACH Redeposit service allows the City to establish standing instructions based on days or dates (also known as lags) for U.S. Bank to automatically redeposit and represent an ACH transaction

returned for non-sufficient funds (NSF) or uncollected funds (UCF). In accordance with NACHA rules, an item can be redeposited no more than two times following the return of the original entry.

The ACH Redeposit Service allows several options for items to be redeposited.

- **Step One**—The City selects how many times they want to try to collect on the item.
 - **Maximum attempts**—The City can now select one or two redeposit attempts per item. NACHA rules allow reinitiating of the entry no more than two times following the return of the original entry.
- **Step Two**—The City selects what redeposit option will work best in their collection environment.
 - **Lag Days**—Select between one to nine calendar days.
 - **Date**—Select specific dates (if the date falls on the weekend, the item will be redeposited on the next business day).
 - **Days**—Select a day(s) of the week Monday through Friday.
 - The City also has the ability to set a minimum and/or maximum dollar amount parameters to help determine which transactions will be redeposited.
- **Step Three**—The City can select an option to best meet their needs for settling these items for reconciliation.
 - **Settlement account**—Reconcile using their primary settlement account.
 - **Exception account**—Reconcile using the account used for returns.
 - **Redistribution account**—Reconcile using the account used only for settling the redeposited items.
 - The City is charged for the returned item(s), the redeposited items and for reporting. The City is charged back for settlement of the item each time the item is returned and redeposited.
 - A report of all redeposited transactions is available through SinglePoint's Special Reports menu and also by fax.

e. **How does the bank handle file, batch, and item reversals and deletions?**

The City has several options for requesting an adjustment to their file, batch or items, including through fax and phone. ACH Operations then processes these requests received on behalf of the City by accessing the ACH System and creating the updated transaction using dual authorization and security procedures. All modifications are automatically reported to an audit log maintained on the ACH System.

2. **Is the bank a sending and receiving bank of the National Automated Clearing House Association (NACHA)?**

Yes. U.S. Bank is both an originating and receiving bank.

3. **What are the bank's cut-off times for customer initiation of ACH transactions?**

The table provided above in response to **Question 1.b** lists U.S. Bank's cutoff times.

4. **What is the bank's maximum retention period for future dated transactions?**

U.S. Bank's ACH data warehouse retains future-dated transactions for up to 30 days from the initial transaction.

The City may schedule future-dated transactions through SinglePoint ACH up to one year into the future. SinglePoint stores ACH file information in its own database until two days prior to the effective settlement date, at which time SinglePoint queues the files for processing in the ACH system. SinglePoint's scheduled transactions do not affect customer risk limits until they are queued for processing two days prior to the effective date. Historical information on user actions that have been taken and batches processed through SinglePoint is retained for 60 calendar days.

U.S. Bank's ACH operating system maintains online reporting to the Commercial Customer Service Bankers for 15 days from the initial transaction. Returned transactions remain online for an additional 15 days. Historical ACH file records are maintained by date and file total for eight years.

The City does not have to maintain historical file information but you must provide specific information (Originating Company ID, File Totals, File Delivery Date, File Effective dates) about transactions for which you request file research.

5. How long are transactions maintained for on-line reporting after the effective date?

SinglePoint provides 10 calendar days of history for current day information and 60 calendar days for previous day data. Extended data retention is available for previous day data for 90 days or six months.

6. How does the bank handle file, batch and item reversals and deletions?

The City has several options for requesting an adjustment to their file, batch or items, including through fax and phone. ACH Operations then processes these requests received on behalf of the City by accessing the ACH System and creating the updated transaction using dual authorization and security procedures. All modifications are automatically reported to an audit log maintained on the ACH System.

7. Describe the bank's ACH return process.

a. When will return funds be posted to the customer's account?

U. S. Bank matches ACH return items to a combination of the following on the control file:

- Trace number
- Receiving financial institution routing and transit number
- Credit versus debit transaction code
- Dollar amount
- Account number

If one of these fields does not match, the returned item becomes an unresolved return.

- U.S. Bank ACH reviews each unresolved return and if the returned item is still unresolved, may then settle the amount to the City's settlement account.
- The exception does not appear in customer information reporting since they are handled manually due to the original item no longer existing within the ACH system.
- U.S. Bank manually faxes all unresolved return reports to the City. The volume of unresolved returns is very low.

U.S Bank's ACH return item processing is completed at end of day at which time funds are posted to the account. ACH return reports are available the next business day.

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

- The ACH Settlement report
- The ACH Return and NOC report via Special Reports
- The ACH Return and NOC report via Standard Report (includes advanced filter, sort and export options)

Each of these reports is available from SinglePoint's Special Reports menu.

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

8. The following questions relate to web-based services.

a. Does it offer the ability to establish security levels by user and by business unit?

Yes. The City's system administrator determines access rights. Please refer to **Section A.14, Question 1.d** for detail regarding individual and group user security levels.

b. What report options are available?

SinglePoint provides a full range of reporting for the City. Please refer to **Section A.1, Question 10.d.ii-iii** for detail regarding report options.

c. Can reports be imported into a spreadsheet application?

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

d. How often are these programs updated?

SinglePoint has regular quarterly updates.

e. Can transactions be warehoused on the customer's PC after transmission to the bank?

Yes. The City can download and save all account information from SinglePoint.

9. Please describe all methods by which the city can submit ACH files or initiate ACH via bank software.

The City currently uses direct transmission for 12,000 items and SinglePoint ACH for 10 items.

With direct data transmission delivery of the organization files, ACH files created on the City's application systems are transmitted to U.S. Bank in NACHA format with a high level of security and reliability. Files sent to ACH by 8:30 p.m. PT are processed on the same day. SinglePoint provides complete online management and processing of ACH files and puts the City just clicks away from ACH processing and other payment options such as wire transfers and book transfers. In addition to Direct Transmission and SinglePoint ACH, U.S. Bank also offers several user-initiated alternative solutions.

- **U.S. Bank EasyTaxSM** is an easy and convenient way for businesses to quickly and accurately make federal, state and local tax payments to those agencies that accept the receipt of electronic tax payments. The convenience of uploading multiple tax payments in a single file, flexibility to send tax payments for multiple company tax IDs under a single log-in, administration rights to manage user access to tax authorities and tax IDs and reporting features are available. Customers receive subscriber access numbers and PINs upon enrollment and can access EasyTax through the internet or touch-tone telephone.

- **U.S. Bank E-Payment Service** facilitates electronic payment collection from consumers and/or businesses via the internet, IVR (integrated voice response), call center or bill payment kiosk. It is the internet connection behind the pay button on a merchant's website, the processing link from a merchant's IVR, as well as the back office interface to payments accepted by call center representatives. This secure, convenient and customizable service accepts payments made using credit-cards, signature-based debit cards, stored value cards with a MasterCard or Visa logo, bank account (ACH) (e-check), or cash. Both one-time and recurring payments are supported.
- **U.S. Bank's Electronic Check Service** enables customers to convert checks to electronic transactions at the point of sale or in the back office. Electronic Check Service offers advanced risk management features, including check verification, guarantee and collection services, to reduce check acceptance risk. The Multi-lane feature of Electronic Check Service integrates with the customer's cash register system and existing check readers to capture check data as part of the standard point-of-sale process. Checks are converted at the point of sale and imaged at the point of sale, in the back-office, at a centralized location or via outsourcing.
- **U.S. Bank On-Site Electronic Deposit** accepts checks received at the point of sale, office locations, a drop box or through the mail and enables customers to make deposits from the convenience of their store or office using a PC and a desktop scanner or mobile device. U.S. Bank On-Site Electronic Deposit supports conversion of checks to ACH ARC, BOC or POP transactions. On-Site Electronic Deposit provides batch scanning, automated data entry features, imaging and data capture of remittance coupons to facilitate processing of check payments.
- By sending a single payment and remittance file, **U.S. Bank Consolidated Payables Service** can generate various payment instruments, including ACH transactions, Wire Transfers, checks and cardless payment accounts. You do not need to maintain and support four separate payment processes.

10. Pre-notification policy and cost.

U.S. Bank recommends processing prenotes for each distinct type of ACH transaction. The prenote is an excellent way to ensure that the bank routing transit number and receiver account number are accurate. U.S. Bank suggests initiating prenotes three business days in advance of live transmission in accordance with NACHA rules.

Fees are the same as a standard originated ACH item.

11. Re-presentment of checks (RCK) through ACH on a targeted date.

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

12. Security measures for ACH initiation/origination and ACH reception (ACH filters and blocks).

For security in ACH origination, U.S. Bank secures FTP transmission of ACH files using 128 bit Secure Sockets Layer (SSL) encryption combined with security components in the modern FTP standard. Together, the security method is referred to as "Secure FTP." Secure FTP offers a variety of self-service FTP options, including HTTPS, Secure FTP, SSH FTP and VPNs, all of which use channel level encryption. U.S. Bank also supports PGP file-level encryption.

For security in receipt of ACH files, services such as ACH Positive Pay, and ACH Filter and Block services as described below.

13. Describe the role of any third-party processor used by the bank to provide this service.

U.S. Bank engages several vendors for treasury management services, but U.S. Bank retains responsibility for setup and customer support. U.S. Bank outsources services when the vendor offers a proven product and provides quality services. Current Treasury Management vendors are:

Service	Vendor
UPIC® secure account identifier	Electronic Payments Network (EPN)
WEB Cash Concentration and Web Automated Cash Concentration	FIS Corporation (formerly Metavante)
EasyTax (Electronic Tax Payments)	First Data Government Solutions
Direct Deposit of Payroll	ADP Payroll Services, Inc. (ADP is responsible for customer setup and support)
On-Site Electronic Deposit, Deposit Express and Electronic Cash Letter Deposit	RDM Corporation
ACH Faxed Returns	Premiere Global Services, Inc., a US Ptek Holdings, Inc. company)
ACH Positive Pay	Fiserv Corporation.
ACH Universal	Treasury Software (referral program)

14. ACH Debit Blocks.

- The selected provider must provide full ACH debit block services. Please describe how your bank handles this feature as well as any other fraud prevention and security measures.

The City currently uses ACH Filter and Block service to protect deposit accounts against unauthorized ACH debit and/or credit transactions. Business eCheck Block is also available and allows the City to block WEB and TEL payment types and the converted check payment types: ARC, POP and RCK.

The City recently began utilizing the UPIC® secure account identifier to allow ACH credit transactions to post to your account, while also blocking ACH debits. A UPIC looks and acts just like a regular bank account, masking the City's account number and allowing the City to receive electronic credit payment without revealing sensitive bank information to your business partners.

Additionally, the City can use the SinglePoint ACH Positive Pay service to add new authorizations to their accounts online. Authorizations are a set of rules that the customer can establish to determine which incoming ACH credits and debits should be allowed to post to their accounts.

A.16 Wire Transfer Processing

- What provisions are in place to allow the customer to initiate a priority wire transfer requiring special handling and immediate release?

SinglePoint wires are directly entered into the wire queue without requesting priority. Transaction priority requires special handling by the City and U.S. Bank. For priority attention, a customer calls Commercial Customer Service after their wire transfer has been originated and accepted by the wire transfer system (this includes completed edit checks). U.S. Bank can then manually quick-release the item.

a. Is there an additional charge for this service?

Yes, there is a fee for this service.

2. How often in the last 12 months has the bank's wire transfer system had unscheduled downtime for a total of more than 30 minutes in a single day?

U.S. Bank has not experienced any unscheduled downtime for more than 30 minutes in the past five years.

a. What are the most common causes of unscheduled downtime?

No common instances of unscheduled downtime for SinglePoint.

3. Does the bank have an on-line repetitive wire setup function?

Yes, SinglePoint offers two ways to create repetitive transactions.

The City can create templates in SinglePoint and store the template information locally. The City creates the template name or ID and maintains the templates. Wire transfers sent using SinglePoint-created templates are processed as free-form (non-repetitive) payments and require no lead-time from creation to initiation.

The City can also request Repeat Codes online through SinglePoint to be set up at U.S. Bank. U.S. Bank then uploads the Repeat Codes to the City's profile to use in SinglePoint. No exchange of paper documents is necessary and the lead-time is less than five business days.

On SinglePoint, the City can assign a repetitive ID for templates they create in SinglePoint. In addition, the City is able to assign a nickname to any of the repeat codes that have bank assigned numbers and are maintained on U.S. Bank's wire transfer system (and uploaded to SinglePoint).

4. What levels and types of security safeguards exist when initiating and releasing wires.

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

Initiation Method	Security
Telephone: Voice-VRU (telephone)	<ul style="list-style-type: none">• A bank-issued User PIN is required to request all wire transfers.• U.S. Bank performs callback on all non-repetitive wire transfers initiated exceeding \$10,000.• Customer grants individuals callback approval authority as set forth in the Wire Transfer Agreement.• Dollar amount limits are set for users for initiation and approval.
Fax	U.S. Bank does not support wire transfer initiation by fax
LANed PC	U.S. Bank supports wire transfer initiation via LANed PC.
Internet: SinglePoint	<ul style="list-style-type: none">• A password and User ID are required to log in to SinglePoint.• A VeriSign token is required to enter the Wire Transfer service within SinglePoint.• A bank-issued User PIN is required to request all wire transfers.• A Secondary Authorization (approver) is required on all free-form wire transfers.• Dollar amount limits are set for users for initiation and approval.• Cumulative dollar amount limits per day for initiation and approval are also available.

- 128-bit SSL encryption through the browser encrypts the entire SinglePoint session.

CPU to CPU: Batch Wire

Security procedures for wire initiation approval and submission are defined, managed and maintained at the City site prior to the wires being sent to U.S. Bank for processing.

A.17 Wire Cut-Off Times

1. What are the opening hours and the cut-off times for initiating wire transfers to ensure same-day execution?
 - a. List by type of transfer and method of communication.

The following are U.S. Bank's opening hours and cutoff times in Pacific Time for initiating wire transfers to ensure same day execution.

Input Method			
Type of Transfer	Internet (SinglePoint)	Voice or VRU	CPU-CPU (Batch Wire)
Domestic			
Same Day Fedwire and Drawdown	5:30 a.m.-2:30 p.m.	5:30 a.m.-2:30 p.m.	5:30 a.m.-2 p.m.
Same Day Internal	6:30 a.m.-4 p.m.	5:30 a.m.-4 p.m.	5:30 a.m.-2 p.m.
Future Day Fedwire, Drawdown and Internal	5:30 a.m.-4:30 p.m.	5:30 a.m.-4:30 p.m.	5:30 a.m.-2 p.m.
International*			
Same Day (USD)	5:30 a.m.-3 p.m.	5:30 a.m.-3 p.m.	5:30 a.m.-2 p.m.
Same Day (Foreign Currency)	5:30 a.m.-2 p.m.	5:30 a.m.-2 p.m.	5:30 a.m.-2 p.m.
Future Day – 1 day only (USD)	5:30 a.m.-4:30 p.m.	5:30 a.m.-4:30 p.m.	5:30 a.m.-2 p.m.
Future Day – 1 day only (Foreign Currency)	5:30 a.m.-2 p.m.	5:30 a.m.-2 p.m.	5:30 a.m.-2 p.m.

**Please Note: International wire transfers are sent on the day U.S. Bank is instructed to send it. The value date defines the date the beneficiary should receive the funds within their account. However, U.S. Bank does not have control over an international bank and the process they use to complete the wire.*

2. What is the cut-off time for incoming domestic wire transfers to receive same day credit?

The cutoff time is 5 p.m. PT for same-day credit on incoming domestic wire transfers.

A.18 Wire Confirmation

1. How soon after wire execution would an internal bank confirmation/sequence number (not the Fed Reference number) be available? Explain any delays.

SinglePoint assigns an internal control number and confirmation status of “in process” immediately upon submission of the request. When the request enters the wire transfer system, the record is assigned a PAR number.

Voice-VRU and Batch Wire methods also assign PAR numbers and both the PAR numbers and Fed Reference numbers are reported in wire transfer reporting.

2. **How long does it take for the Fed Reference number to be assigned to a wire assuming no repairs are needed and there are sufficient funds in the account? Explain any delays.**

A Fed Reference number and transmit time are assigned to the payment once it is successfully received by the Fed from U.S. Bank. Approximately 94 percent of U.S. Bank wire transfers have a Fed Reference number within one hour. Delays are incurred only if repairs are needed or if there is a daylight overdraft on the account.

3. **Have there been interruptions in the processing of wire transfers due to the bank managing its net debit cap?**

No. U.S. Bank has never had an interruption related to its net debit cap.

- a. **What steps are you taking to ensure uninterrupted service?**

U.S. Bank has a substantial cap at the Federal Reserve and manages the cap conservatively.

4. **When and how can a wire transfer be canceled after it is released to the system by the City?**
 - a. **What is the latest time in the day to cancel?**
 - b. **Is there a charge for cancellation?**

Wire transfers are processed quickly in a highly automated environment. Once an initiated wire transfer has been approved, The City must intervene manually to cancel a wire. The City must contact Commercial Customer Service and U.S. Bank will try to intercept the wire transfer. U.S. Bank does not define a best efforts window to cancel, nor does it set deadlines that would suggest that The City could always cancel wire transfers if reported in time.

Since U.S. Bank may attempt to intercept a wire transfer, but cannot make any guarantees of its cancellation, there is no additional charge for attempting to cancel a wire transfer.

5. **At what point does the bank assume legal liability for executing a wire transfer?**

For outbound wire transfers, U.S. Bank accepts the order when it is processed by the Federal Reserve System.

6. **What is the bank's policy in the event of a wire transfer failure for which receipt of instructions has been confirmed to the customer?**

U.S. Bank reviews each wire transfer failure on a case-by-case basis to determine how the transaction should be resolved.

- a. **How and when is the customer notified of a failed wire transfer?**

U.S. Bank includes notification of wire transfer repair on outbound wire transfers in its information reporting system. Inbound wire transfers requiring repair are generally returned to the originating bank for correction.

A.19 Wire Warehousing

1. Can the wires be input, approved and released so they will be executed automatically on value day?
 - a. Will the wire transfer system provide a tickler report of warehoused transfers that are pending current day release?

Yes. SinglePoint processes wire transfers so that they automatically execute on the value day. Future dated wire transfer transactions are viewable on the Wire Transfers Activity page.

Batch Wire requests are sorted, by batch, into current day batches and future day batches. Balance and Edit reports are returned to the City to verify that the batches were received.

Regardless of input method, future-dated wires are processed at the beginning of the processing cycle (around 5:30 a.m. PT) on the value day. Also, Automated Standing Transfer transactions are initiated on their scheduled value dates and times. Information Reporting lists all wire transfer transactions that process on a specified date, including future-dated and AST wire transfers.

2. Is it possible to cancel a previously warehoused wire transfer request before value day?
 - a. On value day?

Yes. The City can cancel previously warehoused wire transfers by contacting Commercial Customer Service at least one day before the value day because warehoused wire transfers are the first transactions processed on their respective value days.

3. What time are future value dated wires automatically executed on the value date?

U.S. Bank executes future dated wire transfers at the start of the processing cycle, around 5:30 a.m. PT, on their respective value days and does not process future dated wire transfers at different times of the day.

A.20 Wire Processing Errors

1. What is the average turnaround time for responding to inquiries about failed wire transfers?

Most inquiries about failed wire transfers initiated through U.S. Bank are resolved immediately during the initial customer contact (97 percent of inquiries). All inquiries about failed wire transfers are resolved within two business days.

2. Does the bank require the customer to submit written inquiries for resolution of wire transfer discrepancies?
 - a. Does the bank have an on-line customer service/inquiry facility? Describe inquiry options.

U.S. Bank does not require written inquiries and helps customers resolve wire transfer discrepancies through its Commercial Customer Service Hotline. Customers call a toll-free number to speak directly to a CCS specialist, who may escalate the issue to a wire transfer analyst if necessary to resolve the discrepancy.

3. Is the customer charged for wire transfer investigations? If so, how?

There is no charge for domestic wire transfer investigations. International wire transfer investigations may be assessed a charge for tracer fees.

4. Should critical errors occur, the city requires the ability to escalate matters toward a resolution. Please describe the process in place at your bank to address critical errors.

If an issue requires escalation and more detailed, second level support, the Commercial Customer Service banker assigns an operations or technical area to facilitate the resolution through Call Tracking.

Your Commercial Customer Service Banker escalates an issue further by referring it to a Team Leader or CCS Manager, or both, who maintains escalation contacts for all operations areas. Your Relationship Manager will be part of this process. Senior management team members meet each Friday to address and solve escalated issues, keeping ownership until the root cause is determined and resolved. The three-tier escalation process is as follows:

First Level of Response

Responsible	Steps
Commercial Customer Service	<ul style="list-style-type: none"> Issue reported to Commercial Customer Service (CCS) CCS tracks issue and then resolves it, or CCS escalates to product specific Level Two Support team in Operations or Treasury Management Support

Second Level of Response

Escalation to Appropriate Operations and/or Implementation Managers:

Responsible	Steps
Operations and /or Implementation Managers (Level Two Support Team)	<p>Level Two support team resolves issue and updates tracking data, or If not resolved, interested parties are brought together to assist in resolution. Parties could include:</p> <ul style="list-style-type: none"> CCS Team Leader or Site Manager Relationship Manager Treasury Management Sales Consultant Treasury Management Support Manager Operations Manager

Third Level of Response

Escalation to Senior Management:

Responsible	Steps
Who escalates	<ul style="list-style-type: none"> CCS Managers, Relationship Managers, Treasury Management Sales Consultants, Treasury Management Support Management, or Operations Management escalate unresolved issues to Senior Management
What is escalated	<ul style="list-style-type: none"> Issues with unacceptably prolonged closure Issues for customers experiencing abnormally high quantity and/or frequency of service quality/system performance issues Chronic, recurring issues Issues that risk or may risk the customer relationship
How it is escalated	<ul style="list-style-type: none"> Escalation is done by sending an email to the Operation Servicing Issues group that contains the following: <ul style="list-style-type: none"> Customer Name CCS Representative Name and Phone Number Relationship Manager Name, Business Line and Phone Number

	<ul style="list-style-type: none"> • Treasury Management Sales Consultant Name and Phone Number • Description of the issues impacting the customer
How issues are tracked	<ul style="list-style-type: none"> • An appointed Senior Management Banker will log the issues and engage appropriate Operations (or other groups) in the research and resolution of the issue • All “Open” issues recorded on the Treasury Management Issues Escalation Log are reviewed in a weekly Treasury Management Operations Service Quality meeting every Friday
Escalation Reviews	<ul style="list-style-type: none"> • There is a Treasury Management Operations Service Quality Escalation Meeting every Friday • The purpose of the meeting is to review actual performance relative to all operations and IT service level agreements (SLA). SLAs relate to system availability, accuracy and responsiveness. IT and Operations Managers speak to causes and remedial actions in process relative to missed SLAs.

A.21 Account Reporting

1. What real time reporting is available through the reporting system?

Current day information is updated at different times for different applications and different processing sites.

- **Deposit Reporting**—Continuous and updated according to site-specific schedules
- **Wire Transfer Information**—Updated continuously and in real time
- **ACH Data**—Continuous and updated according to site-specific schedules
- **Controlled Draft Processing**—Twice daily, according to site-specific schedules

2. What current day reporting is available through the reporting system?

Current Day reports include:

- Current Day Summary and Detail
- Current Day Summary
- Controlled Draft Processing/Draft Summary
- Lockbox Detail
- Current Day Detail
- ACH Summary and Detail
- Controlled Draft Processing/Draft Detail
- Wire Transfer Detail

3. What time each day is the data available (customer to specify time zone)?

Previous day information is available by 8 a.m. PT. However, often times the data is available sooner.

Current day information is updated at different times for different applications and different processing sites, as described above in response to **Question 1** above in this section.

4. How many business days is data stored on the reporting system and available for customer access?

SinglePoint provides 10 calendar days of history for current day information and 60 calendar days for previous day wire transfer data. Extended data retention is available for previous day data for 90 days or six months.

5. What technical specifications will be required for our system?

SinglePoint technical recommendations are stated below at supported and optimal levels:

Component	Minimum Workstation Requirements	Optimal
Operating System	Windows XP®; Apple® Mac OS X	Windows® 8
Browser	Microsoft Internet Explorer® 8 Mozilla® Firefox® 38+ (or current version) Google Chrome 21+	Windows Internet Explorer® 11
Screen resolution	1024x768	1280x1024 or higher

6. Is specific software required to communicate with the bank's system?

No. SinglePoint is web-based and requires no additional software. Users may need Adobe® Reader® and Microsoft Excel® or compatible application to view and print certain reports.

7. Describe the bank's security procedures for its information reporting system, both for access and information protection.

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

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

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

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

8. Please provide samples of all available reports and the report format for download purposes.

Sample SinglePoint Reports have been provided in the **Exhibits-Sample Reports Section** of this proposal.

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

A.22 Image Processing

1. Describe the bank's current or planned image processing capabilities.

U.S. Bank SinglePoint® Image Access

The City already utilizes Image Access for paid checks and deposited items. U.S. Bank SinglePoint® Image Access enables the City to retrieve and review sharp, detailed images of all paid checks, deposit tickets, deposited checks, paper debit and credit memos using the Internet. Images of returned deposited items, returned redeposited items, advices, Image Cash Letter (ICL) deposited items and ICL administrative returns are also available. Ease of use is built into each component so you save time and work more efficiently.

In SinglePoint Image Access, the flexible search tool lets you search by transaction type, account number (or all accounts), check number, amount or date. Pre-filled dropdown selections make criteria selection fast. Sort search results by any column with one click. Search results can also be downloaded for further research. Images are retrieved in seconds rather than waiting hours or days to receive a copy from U.S. Bank.

You can view images immediately if they are less than 90 days old. Paid check images can be viewed by 7 a.m. local time the day after they are paid. Same-day images can be viewed by late afternoon the day they are paid. Images older than 90 days and photocopies can be requested online from our archive, where we store seven years of images. Requests for digital archived images appear in an Image Inbox and can be shared with others.

The SinglePoint Image Access image viewer offers front and back, zoomed in and out, rotated and inverted views. Also, you can zoom directly to the endorsement, signature line, routing number or bank-of-first-deposit. You can save images for historical reference and paid check confirmation. Front and back images can be saved as standard .png files or in .zip files. You can print images to local or network printers and print multiple images at one time.

U.S. Bank Image Archive

U.S. Bank Image Archive enables organizations to retrieve and review sharp, detailed images of all paid checks from a desktop PC. Image Archive is an image storage and retrieval system that provides access to images of paid checks via CD-ROM (each fully-indexed CD-ROM holds up to 20,000 check images). This product provides a simple solution to boost productivity, reduce research time and improve customer service.

You can search for items by check numbers, amounts, paid dates, sequence numbers, account numbers, or routing transit numbers. Flexible searching capabilities allow you to search for individual items or a range of items, depending on your specifications.

The following are features of U.S. Bank Image Archive:

- Image Archive allows you to print an image quickly and easily
- Formatting features allow you to enlarge and flip the image to view specific areas of the check more easily and in greater detail
- The software allows you to copy and paste the image into another document
- Shortcut buttons bring critical areas such as the endorsement into view with one click of your mouse
- The viewing software is placed directly on the image CD-ROMs delivered to you, making implementation and future software upgrades much easier to manage
- Access to check images is controlled by your administrator, who determines system users and levels of access
- Access to Image Archive is protected by requiring a username and password
- U.S. Bank Image Archive software can be installed and run on a LAN, allowing multiple users to access images without installing the software on multiple PCs

U.S. Bank SinglePoint® Image File Delivery enables the City to receive a transmission of images and associated index information on a daily, weekly or monthly basis using standard Internet-based File Transfer Protocol (FTP) methods. The images can then be imported into your own image archive. Once the transmitted images have been imported into the City's archives, you can easily research and respond to customer inquiries promptly.

Daily image transmissions are available by 10 a.m. PT the day after the images are captured. Weekly, monthly and custom transmissions are available by 8 a.m. PT the third day after the capture cycle ends. Single Use transmissions of historical images are available within 48 hours from 4 p.m. PT of the submission date.

You can also view images directly from the following SinglePoint service areas:

- Image Access
- Information Reporting (Detail Report and Transaction Search Results)
- Positive Pay
- Reverse Positive Pay
- Stop Payments (Cleared checks only)

a. Do they include on-line customer access to return and adjustment images?

U.S. Bank SinglePoint® Image Access enables the City to retrieve and review sharp, detailed images of all paid checks, deposit tickets, deposited checks, paper debit and credit memos using the Internet. Images of returned deposited items, returned redeposited items, advices, Image Cash Letter (ICL) deposited items and ICL administrative returns are also available. Ease of use is built into each component so you save time and work more efficiently.

b. What are the hardware and software requirement for the customer?

SinglePoint services provide browser-based access to account information. Additionally, reports and transmissions can be scheduled through SinglePoint at any time throughout the day. Reports are then delivered via transmission or secure email at the specified time. Fax and email reporting allows users to receive Current and or Prior Day reporting at a preset time without logging in.

The hardware and system requirements are described in the table below:

Component	Optimal	Minimum
CPU	Pentium 4, 1.5 GHz or higher	Pentium, 166 MHz or higher
Modem	56 baud if no high-speed option exists for internet connection.	28.8 baud
Memory	512 MB – 1 GB	32 MB
Hard Drive disk space	100 MB	35 MB
Operating System	Windows XP	Windows 98, v 2.
Browser	IE 6.0 with SP2 or IE 7.0	IE 6.0

2. Does the Bank offer any Web based processes including check detail, reports, statements, return and adjustments?

a. If this technology is not yet available when will this service be provided?

Yes. All program activity is conducted online via SinglePoint.

A.23 Implementation

1. Provide a detailed description of the implementation process, including testing, training, and a timeline implementation schedule.

The City is on the U.S. Bank services platform, however, we have included detail about implementation that is used when adding other significant services as well as transitioning. U.S. Bank designed an implementation process that includes a dedicated team of professionals that will ensure a successful onboarding experience. During the implementation process, we spend the time and resources to build a solid foundation for a successful relationship between your organization and U.S. Bank. As your dedicated business partner, we work to learn about your organization and provide solutions that effectively support your business needs. Our customers count on us to provide best in class service. You can count on our commitment, accessibility and responsiveness to your needs.

Your primary contacts are your Relationship Managers, who work with your U.S. Bank implementation team. This team includes the following individuals:

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

Although there are many people involved in implementing additional Treasury Management services from U.S. Bank, you will always have one point of contact you can call upon with questions during your implementation process — your Implementation Resource, Mark Kerr. After successful implementation, the City will continue with your assigned Commercial Customer Service Team for ongoing product and account support.

2. Describe materials available and/or any on-site training provided by the bank in the areas listed below.
 - a. Operational procedures
 - b. Change order procedures/systems
 - c. Information reporting/detail transmission systems
 - d. Technical support
 - e. Software applications

U.S. Bank provides user guides when appropriate. Based on initial need assessment, U.S. Bank works with the City to assess the proper level of on-site training needed.

A.24 Conversion Plan

1. Provide a detailed description of the conversion process, including testing, and a sample implementation schedule assuming a go-live date of November 1, 2016. Please include: necessary actions; responsible parties; target completion dates; number of meetings with Treasury staff; number of meetings with other required staff, as well as a discussion of the critical factors that may impact lead time.

For those new services you wish to implement, we utilize a five step process for a seamless transition to ensure that implementation goes smoothly and meets your expectations. The five steps are:

Step 1		Discuss Implementation Strategy •A strategy will be co-designed to meet your needs with a mutually agreeable production timeline.
Step 2		U.S. Bank Implementation Team Assigned •A Project Lead will be assigned as the main point of contact during the entire onboarding process.
Step 3		Kick-off Meeting •A meeting will be coordinated with U.S. Bank and your key stakeholders where introductions and future meeting schedules, agendas and timelines will be established.
Step 4		Implementation Begins •Subject matter experts will be engaged to work with your implementation team throughout the transition.
Step 5		Discovery and Review Meetings •Meeting will be facilitated throughout the process to ensure strategic targets are met and issues are discussed in real time.

Based on the May 2016 Working Capital Engagement presentation, the following solutions were recommended and demonstrated. We have included the estimated Implementation Timeline below.

Estimated Implementation Timeline	
Accounts Receivable Solutions	
VantagePoint	
ACH/Wire	Seven to ten business days
FTP Transmission	Four to six weeks
Wholesale Lockbox Integration	22-37 business days
Wholesale Scannable Lockbox	
Lockbox with Data Transmission	45 business days
Image Look	Within the 45 days
Positive/Negative File Processing	Within the 45 days
Lockbox Remote Capture	Within the 45 days
E-Payment Service	
Standard Service	Four to eight weeks
Bill Presentment	Up to an additional four to six weeks
Kiosks	Eight to ten weeks
Accounts Payable Solutions	
SinglePoint Checks Payable	
Check Printing	Seven to ten business days
With Payee Positive Pay	30 business days
Focus Prepaid Payroll Card	Three to eight weeks

Controlled Draft Processing

U.S. Bank designed a warrant and draft specific controlled disbursement service. It recognizes the legal difference between drafts, warrants and checks. The City is never out of compliance using this service as the City's balances are only in accounts based in Washington as prescribed by RCW.

SinglePoint

The process to implement SinglePoint services is described in the table below.

Stage	Activity	Result
Gather detailed information	The Relationship Manager and Treasury Management Consultant work together to complete input data for all requested services. Input information is handed off to the Implementation Coordinator.	The City's services, including reporting options, are defined. Set-up of SinglePoint begins.
Identify primary customer contact	The City identifies a point of contact to answer questions and address implementation issues.	The City is notified that SinglePoint implementation is underway.
Integrate the services	The Implementation Coordinator contacts the operations groups from each of the selected services to ensure that interfaces are in place and defined for the SinglePoint application.	Selected SinglePoint services are operational. The services are: <ul style="list-style-type: none"> • ACH • Book Transfers • Image Access • Issue Maintenance • Positive Pay • Reverse Positive Pay • Stop Payments • Wire Transfers • Plus many others based on customer request
Assign a Commercial Customer Service Banker	Upon successful implementation, the Relationship Manager assigns a Commercial Customer Service Banker to you.	The City is able to perform and report on transactions from SinglePoint. A Commercial Customer Service Banker is available to answer questions.

Depository Services

Implementation of new U.S. Bank services begins with a discussion of customer needs and requirements. Based on this information, U.S. Bank jointly prepares a timeline to include programming, data communication and other setup activities. The average lead-time to set up new treasury management services varies by product but is typically several weeks from the receipt of signed contracts.

U.S. Bank's Implementation Team includes a Treasury Management Implementation Coordinator, a Relationship Manager and the City's Treasury Management Sales Representative. Additional team members may include representatives from data processing, communications and operations, based upon the services the City has selected.

The main steps in the implementation process are:

- The Relationship Manager or Treasury Management Sales Consultant gathers basic information to hand off to the Implementation Coordinator assigned to the account
- The City designates a primary contact to coordinate the implementation process at the City's end
- The Implementation Coordinator and the City contact work together to obtain additional details and to coordinate service setup with all of the U.S. Bank areas involved
- After obtaining all required customer information, U.S. Bank sends applicable documentation, including service agreements, user guides and other materials as necessary to the City
- The agreements and/or applicable questionnaires are completed and received by the Implementation Coordinator, which marks the start of the service setup
- During setup, U.S. Bank tests data transmissions between the City and U.S. Bank for the City using ARP, lockbox or ACH direct transmissions
- U.S. Bank first tests for connectivity through a telecommunications handshake
- Next, customer test files are transmitted for each applicable service to ensure the data is properly received
- Upon successful testing, U.S. Bank selects a production date

The main contact during implementation of services is the City's Implementation Coordinator, who procures appropriate technical expertise. After successful implementation, the City is assigned a team of Commercial Customer Service Bankers for continuing support.

Wire Transfer

Voice-VRU

Voice-VRU implementation of wire transfer services follows these steps:

- The City signs a Master Services Agreement
- The City completes and signs the Wire Transfer Authorization form to implement Wire Transfer services available through Voice or by Voice Recognition Units
- U.S. Bank sets the City up on its wire transfer system, defining PINs, accounts, limits and access codes
- U.S. Bank delivers wire transfer PINs in a secured mailing
- VRU Specific: The City defines the detail for the wire transfer that would be initiated on a more repetitive process to have a Repeat Code assigned

The City proceeds to start using the Wire Transfer service; the City contacts Commercial Customer Service Bankers (CSBs) for ongoing support.

Internet-SinglePoint

SinglePoint implementation of wire transfer services follows these steps:

- The City and U.S. Bank's Implementation Coordinator sign a Treasury Management Service Agreement to implement Wire Transfer services in SinglePoint
- U.S. Bank defines The City on its wire transfer system, defining PINs, accounts, limits and access codes
- U.S. Bank delivers wire transfer PINs in a secured mailing
- U.S. Bank sets up accounts on SinglePoint with Wire Transfer service. Tokens are sent to the City
- The City's designated system administrator sets up user access and wire transfer dollar limits in SinglePoint
- The City proceeds to start using the Wire Transfer service; the City contacts Commercial Customer Service bankers for ongoing support

CPU-CPU—Batch Wire

Batch Wire implementation follows these steps, some of which are done concurrently with others:

- The City signs a Master Services Agreement
- The City completes and signs the Batch Wire Authorization form to implement Batch Wire services
- Review the Batch Wire Specifications document to evaluate whether translation is needed
- U.S. Bank's Implementation Coordinator schedules meetings and ensures setup and testing is defined with all appropriate individuals within U.S. Bank and at the City and maintains full communication from set-up through testing to full product implementation
- The City is set up on the wire transfer system to define PINs, accounts, limits and access codes. The system sends/delivers necessary access information in a secured mailing
- The City and the wire transfer specialists develop and test any custom file formats used in transmission
- The City then tests transmissions with U.S. Bank

The City proceeds to start using the Wire Transfer service; the City contacts Commercial Customer Service bankers for ongoing support.

ACH

The following description details implementation of ACH services with the direct data transmission service option.

Stage	Activity	Result
Gathers detailed information from The City	Implementation collects application specific information via ACH Direct Questionnaire <ul style="list-style-type: none">• Implementation supplies the City with the ACH Direct Transmission User Manual and NACHA Input File Format• The City's technical support completes U.S. Bank Data Transmission Questionnaire.	Data transmission requirements defined. Application setup requirements defined.
Set up and test City in the ACH system	<ul style="list-style-type: none">• Managed File Services test communication links.• ACH Operations establishes a customer profile on the ACH system and sets up customer links with data from the Data Transmission Questionnaire.• No setup required for ACH Direct within implementation unless they are receiving a report via SinglePoint.• ACH Operations sets up file format and transmission tests; runs both twice.	File format verified as valid and readable. Transmission works between U.S. Bank and the City.
Convey security	<ul style="list-style-type: none">• ACH Operations sends the	The City is ready for

Stage	Activity	Result
information to the City	City PIN for ACH File Confirmation. <ul style="list-style-type: none"> Implementation sends out Delivery Letter confirming completion of setup and includes information on NACHA, rule book ordering and U.S. Bank Contact information. 	Direct Transmission.

On-Site Electronic Deposit

The following table outlines the steps for implementing On-Site Electronic Deposit:

Step	Task Description	Responsibility
1	U.S. Bank Relationship Manager or Technical Sales Consultant will send the following to the City: Treasury Management Services Agreement	U.S. Bank, Relationship Manager or Sales Consultant
2	The City will sign and return the following to U.S. Bank: Treasury Management Services Agreement, if applicable	The City
3	The City will open new deposit account(s) if needed	The City
4	U.S. Bank Technical Project Manager will send the City a Welcome email "package containing": <ul style="list-style-type: none"> U.S. Bank On-Site Electronic Deposit Web Questionnaire U.S. Bank On-Site Electronic Deposit Hierarchy (If needed) U.S. Bank On-Site Electronic Deposit Web Remittance Supplement, if needed U.S. Bank Data Transmission Questionnaire (DTQ), if needed U.S. Bank SinglePoint System Administration Authorization Form (if needed) 	U.S. Bank, Technical Project Manager
5	The City will complete and return all documentation from Welcome email package	The City
6	U.S. Bank Technical Project Manager will schedule and conduct kickoff and subsequent review meetings with the City and any other necessary parties (if needed)	U.S. Bank, Technical Project Manager
7	The City will provide 25 original coupons of each variety, for use in testing custom form mapping (if needed)	The City
8	U.S. Bank Technical Project Manager will complete the setup of On-Site Electronic Deposit system (hierarchy)	U.S. Bank, Technical Project Manager
9	U.S. Bank Technical Project Manager and On-Site Electronic Deposit Trainer will conduct Coupon OCR mapping and testing (if needed)	U.S. Bank, Technical Project Manager and On-Site Electronic Deposit Trainer
10	U.S. Bank On-Site Electronic Deposit Trainer will ship scanner(s) to The City by UPS ground.	U.S. Bank, On-Site Electronic Deposit Trainer
11	U.S. Bank On-Site Electronic Deposit Trainer will conduct training with the City	U.S. Bank/The City, On-Site Electronic Deposit Trainer
12	U.S. Bank - Technical Project Manager will coordinate file	U.S. Bank/ The

	transmission and format setup and testing with the City, six to eight weeks after the City is live on On-Site Electronic Deposit (if needed)	City, Technical Project Manager
13	U.S. Bank and The City will monitor systems, transition to business as usual	All

Retail Lockbox

The following description details implementation of retail lockbox services with the direct data transmission service option.

Stage	Activity	Result
Gather information. (week one)	<ul style="list-style-type: none"> You complete the Retail Lockbox Processing Questionnaire. Treasury Management Consultant works with you to define specific processing and reporting instructions. You provide a set of sample remittance documents. 	Format defined, special instructions for processing and reporting are identified.
Set up on the retail lockbox system. (week two)	<ul style="list-style-type: none"> Treasury Management Consultant inspects and completes the questionnaire then sends it to Lockbox Operations. 	Input data is ready and sufficient to define your lockbox on the retail lockbox system.
Create file and scanline for transmission test. (weeks three-four)	<ul style="list-style-type: none"> The Lockbox Implementation Coordinator for the site uses the sample remittance documents to program the unique scanline into the lockbox system Lockbox Implementation Coordinator creates a file for the transmission test. Lockbox Implementation Coordinator assigns a PO Box for your lockbox. 	File is ready for transmission testing.
Conduct transmission testing. (week five, up to week eight)	<ul style="list-style-type: none"> Data Distribution Services and you establish and test the communications link Once the communication link is established, the test file is transmitted for verification on your systems. Service is ready once testing has been completed. 	Communication is established and file format is validated. You are ready to transmit and receive retail lockbox files.
Ready to go live. (week six to eight)	<ul style="list-style-type: none"> You verify successful transmissions. Lockbox Implementation Coordinator verifies that the service is ready for live transactions. 	Retail lockbox service is ready to use.

Implementation of new U.S. Bank services begins with a discussion of your needs and requirements. Based on this information, U.S. Bank jointly prepares a timeline to include programming, data communication and other setup activities. The average lead-time to set up new treasury management services varies by product but is typically several weeks from the receipt of signed contracts.

U.S. Bank's Implementation Team includes a Treasury Management Implementation Coordinator, a Relationship Manager and the City's Treasury Management Sales Representative. Additional team members may include representatives from data processing, communications and operations, based upon the services the City has selected.

The main steps in the implementation process are:

- The Relationship Manager or Treasury Management Sales Consultant gathers basic information to hand off to the Implementation Coordinator assigned to the account.
- The City designates a primary contact to coordinate the implementation process at the City's end.
- The Implementation Coordinator and the City contact work together to obtain additional details and to coordinate service setup with all of the U.S. Bank areas involved.
- After obtaining all required City information, U.S. Bank sends applicable documentation, including service agreements, user guides and other materials as necessary to the customer.
- The agreements and/or applicable questionnaires are completed and received by the Implementation Coordinator, which marks the start of the service setup.
- During setup, U.S. Bank tests data transmissions between the City and U.S. Bank if using ARP, lockbox or ACH direct transmissions.
- U.S. Bank first tests for connectivity through a telecommunications handshake.
- Next, City test files are transmitted for each applicable service to ensure the data is properly received.
- Upon successful testing, U.S. Bank selects a production date.

The main contact during implementation of services is the City's Implementation Coordinator, who procures appropriate technical expertise. After successful implementation, the customer is assigned a team of Commercial Customer Service Bankers for continuing support.

3. Provide a draft work plan that includes a brief explanation and timeline for how you propose to most effectively manage the bank conversion and what contingencies would be in place to keep the conversion on schedule.

Please refer to our response to **Question 2** above for detail.

4. Is your bank willing to commit to reimbursing the City's costs associated with transitioning the account such as setup fees, training fees or other external conversion/implementation costs as well as any material and equipment costs? If so, please indicate how costs would be credited back to the City.

As an incentive for maintaining your relationship with U.S. Bank, we are offering an Account Analysis credit of \$25,000 on your Net Service Charges owed during the first 18 months of the new contract. Any unused Account Analysis credit expires at the end of the 18) month billing period.

A.25 Services Not Provided

1. In the event that the primary proposing bank does not provide all requested services included in this RFP, the bank will submit as part of its proposal additional partners/providers whom do provide these services. It is the sole responsibility of the primary bank to secure and maintain the relationship with any additional providers. The primary bank, at the time of bid submittal will identify all secondary providers.

U.S. Bank can provide all services requested in the RFP.

2. Describe any organizational challenges that may impact your firm's ability to provide services as detailed in this RFP.

At the present time, U.S. Bank does not foresee any issues with providing services to the City.

A.26 Costs Disclosure

1. Excluding City staff resources, describe any cost for which the City will be responsible if it converts to your bank.

Maintaining your existing suite of services would not cause an increase in cost, while adding any of the additional solutions uncovered during the Working Capital Engagement would trigger additional costs. As an incentive for maintaining your relationship with U.S. Bank, we are offering an Account Analysis credit of \$25,000 on your Net Service Charges owed during the first 18 months of the new contract. Any unused Account Analysis credit expires at the end of the 18 month billing period. The incentive may also be used to cover any of the costs associated with the proposed expansion of services. We have put together a Pro Forma Account Analysis statement assuming the City chooses to move forward with the following solutions: VantagePoint, Wholesale Scannable Lockbox, Remote Capture Lockbox, E-Payment, one kiosk and SinglePoint Checks Payable. Please refer to the **Pro Forma** for complete detail.

A.27 Customer Service and Quality

1. Will a specific customer service representative(s) be assigned to handle this business?
 - a. Describe the responsibilities of customer service personnel, including the chain of command for problem resolution.

The Commercial Customer Service Banker (CSB) is your primary contact. The CSB handles level one servicing and if the issue needs to be escalated for level two support, the City call tracking is assigned to a Lockbox Operations customer service representative for resolution. The CCS Manager has a listing of escalation contacts for all operations areas.

- b. Is local customer service support available for the customer's depositing locations?

Yes. Besides the centralized call center options, the City's Relationship Manager, treasury management officer or local branch can assist with a variety of customer service issues.

2. What are the hours of operation of the customer service unit?

Commercial Customer Service is available from 7 a.m. PT to 7 p.m. PT.

3. How does the bank handle inquiries requiring research and adjustments?

Research inquiries are initiated with Commercial Customer Service. Customer Service Bankers (CSBs) can access up to 60 days of historical data (online check and remittance document images) in the retail lockbox system to do research. If the inquiry cannot be resolved at the CCS level, the CSB escalates to Operations.

4. Are there established turn-around times for research and adjustments? If yes, specify.

Yes. Provisional credit on adjustments is given within 48 hours.

U.S. Bank has set photo image retrieval service levels (SLAs) based on the age and media of the image.

- Two days for less than 15 items under one year old
- Ten days for 15-200 items under a year old, negotiable over 200
- Four days for less than 15 items over one year
- Twenty days for more than 15 items over one year

5. What is the bank's record on meeting established response times?

For research and adjustments, U.S. Bank is at a 99 percent SLA for responding within the SLA of two business days.

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

U.S. Bank's network staff can assist the City with computer hardware, software and communications problems.

7. Describe the role of 1-800 numbers in servicing our relationship.

The City utilizes toll free numbers to contact Commercial Customer Service and other Operations areas. We pride ourselves on our Customer Service. When you call 800-346-2249, you speak with one of our knowledgeable and pleasant Bankers.

A.28 Availability of Funds

1. Do the bank's availability policies differ from the Federal Reserve Bank availability schedule?

U.S. Bank is assigning the City our Premier Funds Availability Schedule. Banks have some discretion in the assignment of float. However, with the exchanging of images between banks, float is almost eliminated or at least reduced from what it once was. Where your Bank, U.S. Bank, can make a difference, is having a local cash vault. Deposits are given credit when delivered to the Vault. When the City negotiates with its armored car service, it is important to insist on same day deposit before the 4:30pm cutoff. Depending where the armored car would need to travel to or stops on their route, delays happen and credit can also be delayed.

We offer the City our **Premier Availability Schedule**, which has been included as **Exhibits-Reference**.

2. Please provide the bank's policy on receiving same day credit for deposits. The city requests same day credit for US obligation security maturities and coupon flow, on-us checks, and wires.

- **US obligation security maturities and coupon flow** - Securities and coupons are presented electronically and receive same day availability
- **On-us checks**—On-us items are given immediate availability

- **Wires**—Incoming domestic wire transfers received by the cutoff time of 3 p.m. PT will receive same-day credit

3. Is an expedited availability offered?

We offer the City our **Premier Availability Schedule**, which has been included in the **Exhibits-Reference Section** of this proposal.

A.29 Collateralization of Deposits

1. Funds to be collateralized

U.S. Bank is a participating member of the Washington State Public Funds Deposit Protection Commission and as such pledges 100% coverage of public funds. Our second quarter Consolidated Condition Report is included for your review. This is required to be sent and approved by the State in order to accept public deposits in the State of Washington.

2. Eligible collateral instruments

U.S. Bank uses a irrevocable, unconditional and nontransferable Federal Home Loan Bank Letter of Credit with the WPDPC.

3. Marking-to-market reporting requirements

Collateral Grid Market Value \$1.8B - Less Greater of Max Liab. or 100% WA Pub. Dep. Uninsured \$1.262,569B

4. Margin requirement

Equals Collateral Grid Market Value Greater Than (Less Than)Required \$537,789,431MM

5. Independent third party safekeeping requirement

The Washington PDPC uses the Federal Home Loan Bank of Cincinnati as the third party safekeeper.

6. Substitution requirements

FHLB Letter of Credit is approved. It is easier for municipal participants to "cash out" rather than sell investments, should the Bank's assets be dramatically reduced or another significant circumstance occur.

There are no substitutions for FHLB Letters of Credit. When one matures, another is issued to replace it, with the approval of the Washington PDPC.

If additional collateral is needed, an additional letter of credit is issued, again with the approval of the PDPC

7. Request that the bank confirm agreement to the government's conditions.

The second quarter of U.S. Bank's Consolidated Condition Report is approved by the State of Washington week of August 15th and included with Attachments.

8. Request name of custodian to be used

The Federal Home Loan Bank is the custodian of the letter of credit for the Washington PDPC

Our Treasury Department is the contact: Laurie Luby and Patty Finnemore. Your Government Banking Relationship Manager is available to forward any questions or requests the City might have on the Collateral of your deposits.

A.30 Online Banking Services

1. Provide information on the government's financial management system and the formats that it accepts for receiving banking data.

Please refer to our response to **Section A. 14** for detail regarding SinglePoint.

2. How banking data can be interfaced or integrated with the government's financial management system, and what support will be available under the contract.

A number of U.S. Bank's customers have set up an interface between SinglePoint and their internal systems through automated file delivery methods. If the internal system can accept a standard BAI, CSV or EDI file, no customer specific interface is needed and no additional interface charge is incurred. Otherwise, a custom output would need to be developed and development charges may be incurred.

The City may contact Commercial Customer Service with any support needs.

3. How and when training will be provided for on-line services.

SinglePoint is easy and intuitive to use. There is a detailed and context-sensitive online help function in the application. Personalized training in any or all of SinglePoint's services is available upon request. However, remember when any of the City's end users on SinglePoint find themselves online and unsure what or how to do the next step: Call Commercial Customer Service. Lisa or any of the members on the City's Customer Service Team can emulate the screen being viewed and talk the end user to the next step. Looking up instructions in a book sometimes can take more time than you have. A phone call to a knowledge person who is helpful is priceless.

4. The bank needs to provide a detailed description of its online services and a list of all capabilities, including its ability to provide the following basic services:

SinglePoint Online Banking

The tool that the County will use to access all services, monitor account activity, transfer and manage money, prevent fraud, place stops and develop reports for all of your treasury management needs is U.S. Bank's proprietary SinglePoint system. SinglePoint has been developed and is supported entirely in-house by U.S. Bank.

U.S. Bank SinglePoint, our integrated suite of treasury management services, allows the County to monitor its financial position and achieve new levels of efficiency by bringing our powerful banking services together into one easy-to-use website. With SinglePoint, you can:

- Monitor account activity
- View images
- Transfer and manage payments
- Process and deposit collections
- Prevent check and ACH fraud
- Control employee access

a. **Daily balance reporting – summary**

Prior day reports from SinglePoint include:

- Previous Day Summary and Detail
- Previous Day Summary
- Previous Day International Summary
- Previous Day International Summary and Detail

b. **Daily balance reporting – detail (with check detail and images)**

Prior day reports from SinglePoint include:

- Previous Day Summary and Detail
- Previous Day Detail
- Previous Day International Summary and Detail
- Previous Day International Detail

c. **Daily ACH and wire with full addenda information**

We offer the option to add addenda information to both current and previous day reporting on an account by account basis. This information will appear as an additional 88 record in the BAI file.

d. **Current day reporting**

Please refer to our response to **Section A1, Question 10.d.ii-iii** for detail regarding current day reporting.

e. **Intra-day reporting (real time or delayed), (optional)**

Current day information is updated at different times for different applications and different processing sites.

- **Deposit Reporting**—Continuous and updated according to site-specific schedules
- **Wire Transfer Information**—Updated continuously and in real time
- **ACH Data**—Continuous and updated according to site-specific schedules
- **Controlled Draft Processing**—Twice daily, according to site-specific schedules

f. **Transfers between accounts**

U.S. Bank SinglePoint® Book Transfers enable the City to manage your financial position and easily move funds between U.S. Bank accounts, including checking, savings and loan accounts. Funds are immediately available upon completion of a book transfer; for maximum flexibility, funds movement can also be future dated, up to 30 days in advance. Users can create book transfers on a single page or from a template.

The City can send up to 25 book transfers from a single page using the batch book transfer option, including transfers from a single account or multiple accounts and enter the same account multiple times. Up to 500 book transfers can be sent at one time by importing a comma-separated value (CSV) file of book transfers or by using data transmission methods.

An approval process provides up to two levels of control. Approvers can view full details of each book transfer and confirm approval or make modifications to single or multiple book transfers. Approval levels can be set separately for different users and template or non-template transfers.

Users can create templates for commonly used book transfer details and add a schedule to the template so that transfers are automatically initiated based on scheduled dates. Virtually all of the City's account information is pre-filled with default values and is otherwise selectable from dropdown lists. You only need to select a source, a destination, a value date and the amount.

g. Initiation of wire transfers

Please refer to our response to **Section A16, Question 4** for detail regarding wire transfer initiation.

h. Initiation of stop payment orders

U.S. Bank SinglePoint® Stop Payments enable organizations to manage their financial position with powerful search and stop payment tools. SinglePoint Stop Payments provides three methods of initiating stop payments: after initiating a check inquiry; by directly entering a stop payment request; and by importing stop payment requests. Each method supports single, batch and range entry. By default, stop payments are placed for 12 months, but you can adjust the term to either 6 or 24 months. You can also revoke a stop payment online.

The City can define ranges up to 50 checks and process a maximum 2,500 check inquiries or stop payments in a single submission. You can also revoke stops and batches of stops at the same capacity and rate.

You can search for stop payments initiated up to 45 calendar days in the past, with optional 60 or 90 day retention available. SinglePoint allows the City to view stop payment history and generate detailed daily activity reports on initiated stop payments. A stops expiration page identifies which stop payments will expire within five days—even if those stops were placed on a system other than SinglePoint. Using this page, you can select any of the expiring or expired stop payments and place a new stop payment to avoid checks being paid. If you plan to stop a check and after inquiry you find that it has cleared, the check's image is available from a "View image" link on the Check Inquiry Results page. Check images are available by 7 a.m. local time the day after they are paid.

i. Positive pay actions including time requirements

Please refer to our response to **Section A37** for detail regarding Positive Pay.

j. Initiation of ACH transactions; recurring/repetitive/future ACH debit (collection) or credit (direct deposit) transactions

Please refer to our response to **Section A15, Question 1.b** for detail regarding ACH initiation.

k. Maintenance of wire transfer templates

Please refer to our response to **Section A16, Question 3** for detail regarding wire transfer templates.

l. Stale-dating of checks

U.S. Bank offers automated Stale Date Processing through our Full Reconciliation and Positive Pay Services. The City defines the length of time outstanding issues remain valid (e.g., 60, 90, 180 calendar days). A minimum of 30 calendar days is required. U.S. Bank monitors the City's outstanding issue file and automatically cancels any items that exceed the City's specified stale date parameters.

With Positive Pay services, stale-dated items presented in cash letters appear on the exception list with a reason code: “Cancel on File.” The City then has the opportunity to pay or return the item. Items presented for payment at the U.S. Bank teller line will be refused.

A data transmission file of items cancelled due to stale date is optionally available if the City elects to subscribe to the Stale Data Processing service. Additionally, items cancelled due to Stale Date can be viewed on the SinglePoint Account Reconciliation data file.

m. Other services such as EDI, remote collection, controlled disbursement

U.S. Bank has a fully capable Data Integration Services or EDI Department which can process the full range of standards-based, file transfer initiated payment transactions. In addition they can process flat files and have any-to-any mapping capabilities. This is in addition to other reporting functionality available through SinglePoint.

U.S. Bank has several options for remote collection via our E-Payment solution and well as the utilization of our payment collection kiosks. U.S. Bank’s E-Payment Service Kiosk is a stand-alone machine that allows the City to collect payments due from your customers at a point of sale location. The kiosk will collect cash, credit and signature debit cards, and ACH debit payments that are processed through E-Payment Service and then consolidated with other payment channels for settlement and remittance.

Please refer to our response to **Section A36** for detail regarding Controlled Disbursement.

n. Confirmations availability and format

SinglePoint Issue Maintenance can provide confirmations for Positive Pay via Data Transmission File Confirmations.

ACH Confirmation procedures include:

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

SinglePoint Wire Transfer provides a real-time interface for wire transfer initiation, confirmation and wire transfer advice reporting.

- When a user completes and submits a wire transfer request, SinglePoint immediately assigns a confirmation status and an internal control number.
- When the wire transfer is received for processing by U.S. Bank's wire transfer system, it is assigned a Wire Transfer PAR (sequence) number.
- After the wire is sent to the Federal Reserve System and is processed successfully, a Federal Reserve Reference number (Fed Reference number) is assigned.
- The completed wire transfer record displays all four tracking references — confirmation status, (internal) control, PAR and Fed Reference numbers — on the Wire Transfer Activity page in SinglePoint.
- In addition, the City may obtain this information from the Wire Activity report (full detail on all wire transfers initiated through SinglePoint) and the Wire Detail Report (full detail on all incoming and outgoing wire transfers initiated through all channels).

o. Online cleared check information/images

U.S. Bank offers three imaging products, described in the table below.

U.S. Bank Product	Description
SinglePoint Image Access	SinglePoint is an Internet-based treasury management suite of online services that includes image search and retrieval. The City can view, save and print paid check images, deposit tickets, deposited checks, paper debit and credit memos, returned deposited items, returned re-deposited items and advices. Images are accessible from a number of different services within SinglePoint and are available for seven years from process date.
SinglePoint Image File Delivery	U.S. Bank SinglePoint Image File Delivery provides a transmission of images and associated index information on a daily, weekly, monthly or custom calendar basis using standard Internet-based File Transfer Protocol (FTP) methods. We can also provide a transmission file of historical images that posted up to seven years before the request date. (Maximum of one month per file request). The images can then be imported into the customer's own image archive.
Image Archive CD-ROM	Image Archive is a CD-ROM-based long-term storage and retrieval service for end-of-cycle images of paid checks (post-statement cutoff). Image Archive includes viewing software to search, view, manipulate and print clear, crisp images from a PC. All Image Archive CD-ROMs are encrypted for protection of customer data.

p. Multi-level security administration requirements

The City can determine which accounts, services, functionality and limits each user can see and use in SinglePoint. Please refer to our response to **Section A14, Question 1.d** for detail regarding user entitlements.

q. Positive pay and Payee Positive Pay reports (including imaging of exception items

The City currently uses Payee Positive Pay to access real-time images of exception items over the Internet. The City can view, manipulate and print images of exception items and enter pay/no-pay decisions on that same exception list in SinglePoint. Reporting is available through SinglePoint.

r. Training of government's system administrator for managing access

The SinglePoint system administrator serves as your security manager. U.S. Bank assigns the system administrator at set-up after all necessary clearance documents are processed and trains the system administrator.

The system administrator:

- Creates and deletes SinglePoint users
- Requests and maintains tokens, required to initiate payment transactions
- Sets and modifies user payment and transaction quantity limits
- Assigns user access to services and accounts
- Assigns initiation and approval entitlements
- Resets own and other users' passwords when necessary (regular users can change their own passwords)

Audit features include:

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

SinglePoint offers dual system administration as an option upon set-up. If the City selects the option requiring dual system administration, then all changes to user access or limits require a second system administrator approval to process.

The City can determine which accounts, services, functionality and limits each user can see and use in SinglePoint. Administrators can add, copy and reuse user profiles to streamline the set-up of new users. They can also modify user entitlements, account access and transaction limits at any time with immediate updates. Change user status for interim periods. Assign entitlements by service area, function and account access. Set user payment limits for ACH, book transfers and wire transfers.

s. Universal Payment Identification Code (UPIC) functionality

The City recently implemented the UPIC® secure account identifier, allowing ACH credit transactions to post while blocking ACH debits from your account.

A.31 Electronic Storage of Documents

1. Information on electronic document storage options (e.g., archiving by CD or online and retention periods)

SinglePoint provides 10 calendar days of history for current day information and 60 calendar days for previous day wire transfer data. Extended data retention is available for previous day data for 90 days or six months. The City can download and retain all account information.

The City also has the option of CDROM storage. U.S. Bank offers services that enable the City to retrieve and review sharp, detailed images of their paid checks and deposit tickets from their PC. Image Archive, a CD-ROM based long-term storage and retrieval service for end-of-cycle images provides images of paid checks after an account's statement cutoff. Images of deposit tickets can also be included on the CD-ROM as an option for any non-Controlled Disbursement account.

- Each CD-ROM can contain 18,000-20,000 business-sized check images. Images can be efficiently accessed and printed from previous account statement cycles from the CD-ROMs. Quick and easy access improves a business's productivity.
- The City can search for items across multiple time periods simultaneously and by using many different search criteria. Flexible searching capabilities also allow a search for individual items or a range of items depending on their needs. There is no limit to the number of check index records that can be stored on the PC.
- Digital images are visually clearer and crisper, both on a PC screen and in print, compared to standard photocopies. Image Archive allows a customer to manipulate and enlarge an image for greater detail and precise examinations.
- Prior to burning an Image Archive CD-ROM, the bank looks at the DDA system's records to see how many items have posted to that account for the period. That number is compared to the actual number of images. At least 99% of the total items' images must be present before a CD-ROM is burned. This minimizes the chance that an image is missing when the customer searches for items in the future.
- Image Archive's software allows a user to copy and paste check images into word processing and other documents. This makes it easy to produce complete and professional looking communications to recipients such as customers, vendors, employees.

A.32 Interactive Voice Response/Interactive Web Response (IVR/IWR) Functionality

1. Describe the government's current use and requirements for this service.

U.S. Bank has reviewed the City's requirements.

U.S. Bank E-Payment Service is a highly configurable solution that allows billers to collect electronic payments from multiple payment channels and payment methods with the back office interface to provide clients consolidated electronic remittance and settlement reporting to update their account receivable system.

E-Payment Service is an effective solution for collecting a wide range of consumer and commercial payments from utility payments, insurance premiums, membership fees, charitable donations as well as payments collected by state, county and city governments, which can include tax payments, licensing fees, vehicle registrations, child support, permits, parking tickets and traffic violations.

Payment Channels: Internet, touch-tone telephone (IVR), customer enabling service center or bill payment kiosk.

- •Payment Types: One-time and installment or variable recurring
- •Payment Methods: e-check (ACH debit), credit card, ATM debit, signature-based debit cards, stored value cards (with a VISA or MasterCard logo) and cash payments if customer is using the kiosk channel

2. Please describe and price out any IVR/IWR services your firm may offer.

The U.S. Bank E-Payment Service provides you with a robust and highly configurable collections solution that can be integrated with your existing systems. It offers the ability to efficiently collect payments through multiple channels such as the Internet, Integrated Voice Response Unit (IVR) and through live agents in your call center using a single, integrated solution. All payments — including one-time and recurring transactions — are made by direct bank account debit via ACH, ATM debit card, credit card, signature-based debit card or stored value card with Visa or MasterCard logo. Once the payments are processed, you receive consolidated reports and remittance data to update your receivables system. This back office electronic payment infrastructure reduces your collection expense while appearing transparent to your customers. You maintain your identity or brand while providing additional convenience and benefit to your customers.

Your customers can conveniently make payments via the Internet or IVR, reducing the number of payments the City receives from more costly channels, such as in-person payments. U.S. Bank E-Payment Service appears transparent to the user, so the user experience remains on your website or IVR, even though the user accesses our secure payment infrastructure.

The flexibility of file formats we can deliver means the City does not have to build new or revise your current databases in order to import the receivables data into your current financial systems. Our data translation feature supports industry standard formats, such as ANSI X12 as well as proprietary file formats.

U.S. Bank E-Payment Service is hosted in a secure environment that has passed stringent security and disaster recovery audits. This environment also conforms to rapidly evolving payment association rules. Additional services, functionality and features are planned for enhancements in the future. U.S. Bank E-Payment Service is designed on a scalable system to allow for growth and flexibility of service.

IVR costs average \$0.45 per transaction plus \$0.10 per minute in addition to the E-Payment fees.

A.33 Credit (travel) Card Services

1. Number of cards that will be issued is:
 - a. Travel Cards = 250 cards - estimated for 2016
2. Annual total purchases and average card volume per card:
 - a. Travel Cards = \$500,000 total services - estimated for 2016
3. Average transaction amount:
 - a. Travel Cards = Not known
4. Please describe your firm's service, including:
 - a. Online card management processes: new card issuance, deletion, replacing, modifying, etc.

The City will experience a seamless, simplified card issuance process with U.S. Bank at no cost. To ensure accessibility and ease of use throughout the life of your program, we break down the process into the four stages detailed below:

Initial Implementation	For the initial rollout, the City submits a data file to U.S. Bank of all employees authorized to receive a card. The card order takes approximately six business days to process. After processing, U.S. Bank mails all cards to cardholders directly.
Ongoing Issuance	After implementation, Program Administrators can submit an application using Access Online, or send via fax or email. Cards ordered via Access Online before 2:00 p.m. CT with expedited delivery will be shipped the same day. For standard delivery, cards will be shipped within two business days.
Renewal	All commercial cards in good standing are automatically reissued every three years. They are mailed directly to all cardholders six weeks prior to the expiration date.
Termination	Cardholders and Program Administrators can terminate card accounts in real time within Access Online
Lost/Stolen Cards	Cardholders can call the Customer Service Center domestically or the Visa Assistance Center internationally to report a card lost or stolen and request emergency replacement.

b. Settlement terms/billing cycle options

U.S. Bank One Card payment terms are based on the billing type assigned to each card. Payment on individually billed cards is due within 25 days from statement date. Corporate bill accounts require payment in full within 30 days of the statement date.

U.S. Bank offers 19 cycle dates, from the 6th through the 25th day of each month (exclusive of the 19th of each month). If the billing cycle date chosen falls on a Saturday, Sunday or holiday, the data is cycled at the end of the next business day.

c. Payment options

U.S. Bank accepts payment via EDI, ACH, Wire, AutoPay, TelePay and check.

d. Card control and usage restriction options

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

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

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

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

Adjusting Controls

Spokane City Program Administrators can request changes to any of the above controls at any time using Access Online or by contacting customer service. Changes affecting a large number of cardholders can be processed more efficiently by requesting the changes through Service Point.

e. Information reporting capabilities – paper vs. electronic

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

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

Custom Reporting

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

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

Report Formats

All reports are parameter-driven and offer a high degree of flexibility and variety of output formats, all fully exportable and viewable online. Reports are available in the browser or in PDF, XLS and dynamic HTML file formats for conversion to XML and CSV.

Reports can be accessed within the browser and can be delivered to the Access Online Secure Mailbox, in a data file or via Access Online Data Exchange.

f. Technical capabilities – Internet

Access Online provides secure internet based solution for viewing financial information and transaction monitoring. The following reports are available to track agency expenditure data:

- **Transaction Detail Report**— Shows summary allocation information for a specific accounting code and provides specific transaction detail
- **Hotel Spending**— Creates summary information for all lodge spending by hotel
- **Airline Spending**— Summarizes information for all airline spending by airline

- **Rental Car Spending**—Provides summary information for all rental car spending by car rental company
- **Temporary Service Spending**— Generates both summary and detail information for temporary services spending by agency

g. **Security features – including account number encryption policy**

Access Online Secure Mailbox

The City will receive email notification when reports are available for viewing in your Access Online mailbox. U.S. Bank does not distribute actual reports via email due to security concerns.

h. **System requirements**

Access Online is a user-friendly, web-enabled system with modest computing requirements:

Desktop/Personal Computer

- Computer with a 486/66 MHz processor or higher
- Operating systems: Microsoft Windows 98 or higher
- Recommended screen resolution size of 1024 x 768
- Adobe® Acrobat® Reader 5.0 (for reports exported in PDF formats)
- Adobe Flash Player 10.0 or higher
- Excel Viewer (for reports exported in XLS or CSV formats)

Internet Connection

- 56k or faster
- DSL or Cable recommended

Browser*

- A minimum of Internet Explorer 7.x is recommended
- JavaScript Enabled
- Adobe Acrobat Reader 5.0

Web-Based Training Software Requirements

- Macromedia Flash™ 6.0 Plug-in
- Adobe Acrobat Reader 5.0

*Access Online can be accessed on any device with an internet browser (including Macs, PCs, mobile devices, etc.) The preferred browser is Internet Explorer, on which U.S. Bank Access Online has been certified. We cannot guarantee user experience will be exactly the same when using other browsers, but our system should function within any browser.

i. **References**

Spokane County

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j. **Interface options with internal financial systems, specify interface requirements**

U.S. Bank will work with the City to integrate your commercial payment program information with your organization's financial systems. From accounts payable to electronic expense reporting and eProcurement, U.S. Bank has successfully integrated our solutions with all major financial systems, including Banner. Effective financial extracts contribute to increased processing efficiencies and cost savings. Access Online allows the City to extract the data you need in the most efficient, convenient format, providing a wide variety of financial extract options to meet your specific integration requirements.

Access Online Data Exchange fully supports both upload and download capabilities for frequently used types of files such as statement billing files, general ledger data feeds and custom reports. This functionality provides easy, automated and secure access to your data, facilitating complete integration with the City's systems. Access Online's file transfer method allows users to transfer large numbers of files with consistent, uninterrupted access.

k. **Fraud policy**

U.S. Bank has several measures to eliminate MSU Denver's exposure to fraud and abuse. Neither the City nor your cardholders will be liable for charges made to a promptly reported lost or stolen card.

U.S. Bank offers corporate liability for the City of Spokane's program. Corporate liability offers the advantages of a streamlined billing and payment and the opportunity to maximize rebate by reducing the amount of time between billing and payment in full. U.S. Bank programs automatically provide Liability Waiver coverage to reduce potential losses due to fraudulent use by cardholders. The City may elect corporate liability for your entire card program or limit this type of liability to certain types of accounts or cardholders within the program.

Liability Waiver Program

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

Fraud Prevention

Beyond reporting, U.S. Bank Corporate Payment Systems offers a full range of fraud prevention and investigative services as part of our standard offering to clients. The core service is driven by a team of dedicated fraud professionals focused on best-in-class service and results for our clients. Complete fraud life-cycle support includes:



Payment Analytics

U.S. Bank Payment Analytics is a web-based solution that enhances auditing practices by looking beyond traditional card controls to provide 100% commercial card transaction monitoring. Using customizable rule templates, the City can automatically review all card transactions and flag suspected card misuse and out-of-policy spending. By automatically running policy rules on all transactions, Payment Analytics makes cardholder transaction monitoring more targeted, efficient and effective. Program Administrators can receive email notifications of possible non-compliance and spend violations so they can safeguard against commercial card misuse and improve purchasing practices.

I. Rebates for purchases

State of WA Rebate:

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

$$\frac{(\text{Quarterly Volume Sales per Entity} - \text{Qualifying Large Ticket Volume}) \times \text{Basis Points (percentage)}}{\text{Participating Entity Quarterly Volume Sales}} = \text{Incentive}$$

Incentive Share Component # 2 – Participating Entity Prompt Payment - 45 bps

$$\frac{(45 - \# \text{ of Average Days to Pay})}{45} \times \text{Basis Points (percentage)} \times \text{Invoice Amount (Quarter Sales Volume)} = \text{Participating Entity Prompt Payment Incentive}$$

Incentive Share Component #3 - Qualifying Large Ticket Transactions - 75 bps

$$\frac{\text{Qualifying Quarterly Large Ticket Volume per Entity} \times \text{Basis Points (percentage)}}{\text{Entity Large Ticket Volume}} = \text{Incentive}$$

Note: The U.S. Bank offer includes a 1bp/day speed of pay incentive. For clarification, there are two ways that our industry calculates speed of pay—some issuers calculate this incentive based on the time between the date of the charge and when the payment is received (i.e., File Turn Days / Days Sales Outstanding) while other issuers calculate this incentive based on the time between the

statement date and when the payment is received (i.e., Client Held Days). Assuming a normal spend distribution throughout a payment cycle, File Turn Days are generally 15 days more than Client Held Days (e.g., 30 CHD = 45 FTD).

- m. **Separate monthly invoice for all bankcard costs (i.e., discount charges, fees, supplies, etc.) for each merchant account, detailed by merchant number**

Regular statements are available through Access Online. In addition, your Administrator may use the extensive reporting options available to capture all aspects of your program data, in a format and on a schedule that suits you.

A.34 Payment Card Services

- 1. Number of sites where cards are accepted: See Attachments 3 and 6.
- 2. Average ticket type (debit/credit, MasterCard/Visa) and size per site: See Attachments 3 and 6.
- 3. Average volume per site: See Attachments 3 and 6.
- 4. Percent of volume that is a card present swipe versus the percent of volume that is taken by telephone, mail, or internet. See Attachments 3 and 6.
- 5. Make and models of any point-of-sale terminals that the government owns: see Attachment 3.

U.S. Bank has reviewed the attachments referred to in **Statements 1-5** above.

- 6. **Describe service to be provided by the bank:**
 - a. **A description of the process**

Elavon offers a full line of payment processing services for municipalities. We have been your trusted partner for over five years and greatly desire to continue and expand our relationship with you. In addition to your current processing services, Elavon has several products and services that we can offer, such as a face to face service fee option for the VeriFone VX520 terminals, directly funding and billing for American Express, and working on your behalf with the card associations to negotiate Visa Preferred Pricing on qualifying accounts. As the incumbent no additional action or equipment will be required to continue utilizing your existing Elavon services, and we would be happy to have further conversations regarding additional services you may wish to add.

- b. **Rate and fee structure with breakdown of all fees (bank and association)**

The following documents provide a breakdown of all fees from Elavon for payment processing services, as requested by the City

Section D

- Attachment 3 – Merchant Card Transactions

Section E

- Attachment 6 – Merchant Card Transactions with Pricing Sheet
- Schedule A—City of Spokane
- Schedule A—City of Spokane – Parking

Additionally, the following agreement documents have been provided in the **Attachments Folder** :

- Elavon Master Services Agreement
- Elavon MSA Schedule D – Processing Services Agreement
- Elavon MSA Schedule H – Government Terms
- Elavon Attestation of PCI Compliance 2016

- c. Time period that pricing is guaranteed for and how customers are notified of a price change and proposed index for future price increases. Please note that the city is asking the bank to price out banking services and merchant fee services with the first two years held firm with no price increase and the remaining years indexed for increases tied to the CPI index for using West Coast B/C cities average (not to exceed 3% in any one year). This pricing proposal must also be accepted by any firms that the bank is partnered with for the provision of services in this contract.

Elavon will offer the City a five year contract for your processing markup and monthly fees. Our pricing is dependent upon interchange and other fees imposed on all credit card processors by Visa, MasterCard and other third parties. Due to this, we will pass through to our customer all such increases imposed by third parties, upon a thirty day written notice to you of the increased fee.

- d. Type of point-of-sale terminals required and the cost or lease options per terminal (or the cost to reprogram government's existing terminals)

As the incumbent processor Elavon has provided the City a number of hardware devices which are already on site and processing. This includes the VeriFone VX520 terminals and Ingenico iWL250G wireless terminals. No additional equipment will be required and no reprogramming fees would be assessed for the existing equipment.

- e. Software that is provided and the support and training that are available

In addition to the solutions Elavon has already provided and integrated for you, we offer a full gateway and virtual terminal solution called Converge. Converge is a flexible, secure payment solution designed to grow with your business. Using a variety of payment choices, including online, mail order/back office mail and phone, in store (retail and service) and Mobile, Converge is the Next Generation platform for your commerce experience.

▪ **Simple, yet robust**

- Supports all payment environments whether in-person or when card is not physically present, including e-commerce
- Offers full range of payment options – credit and debit cards, electronic checks, ACH electronic gift cards and more
- Allows up to 5,000 users/merchant IDs to grow with your business

▪ **Security that Matters**

- Supports EMV technology on PIN pads reducing fraud risks for your business and your customers
- Minimizes stored data liability and reduces your PCI compliance efforts
- Support encryption and tokenization
- Available security features help protect your customers' data throughout the payment lifecycle

▪ **Efficient and Cost Effective**

- Fully hosted, cloud-based solution requires no hardware/software
- Keeps upfront costs manageable by taking payments online directly from your PC
- Easily add payment environments as your business needs evolve
- Cost-effective peripherals are available to process in-person payments with ease

- f. Charges for multiple merchant accounts

Any associated fees for payment card services are included in the following sections:

Section D

- Attachment 3 – Merchant Card Transactions

Section E

- Attachment 6 – Merchant Card Transactions with Pricing Sheet
- Schedule A—City of Spokane
- Schedule A—City of Spokane – Parking

g. Percentage of downtime and notification of down periods

Elavon's redundancy of systems provides high availability of authorization and settlement systems, with Elavon's Stratus systems regularly achieving 99.99 percent uptime annually.

h. Guarantees against "down time" with service

If a catastrophic event should occur at either of Elavon's two distinct platform locations, Elavon's network and transaction systems remain fully functional at the non-affected location. Elavon's transactional infrastructure is designed by fully Hot/Hot architecture. The datacenters are both "Hot sites" and not backup sites. Should a complete site failure occur, transaction flow will automatically fail over to the other data center.

i. Reporting and availability of reports

Elavon works with our customers to provide the information necessary to consolidate and manage settlement and transaction data through advanced custom reporting systems designed to meet their specific needs. Data can be summarized or detailed through a variety of hierarchies including at a chain level, account level, TID level and to individual batch. To better serve our customers, Elavon offers various types of reporting tools.

Online Reporting and Support Tools

Monitor your account around the clock from any web browser through Elavon's online account access tools. You can access all the information you need to manage your electronic payment activity and obtain critical information that can have a big impact on your bottom line. Gain the benefits of real-time customer support, without having to pick up the phone. Our reporting tools enable you to display recent deposits, view chargebacks and retrieval requests, access customer support and more in a convenient, secure environment.

The City currently has the premium access level of MerchantConnect, our most comprehensive, versatile reporting solution. You can access a year's worth of reporting (two years for chargeback and retrieval) information on multiple MIDs and drill down into your data to view batches of transactions grouped by card type or batch reference number. Hierarchical reporting allows you to aggregate data from multiple locations.

The MerchantConnect Premium tool reports that are typically available:

- **Authorization Reports**—Approximately one hour after transaction is processed
- **Settled Transaction Data**—Two to four hours after settlement
- **Qualification Data**—24 hours after settlement
- **Statements**—Third business day of the month

For a quick review of MerchantConnect's features, visit: <https://www.merchantconnect.com/>.

Billing Statements

Our billing statements are available online for up to 13 months rolling for premium users. They are designed to facilitate ease in the reconciliation of transactions and to provide management reporting information. We offer a variety of statement types, each containing varying levels of detail:

- The Chain Merchant Summary statement is used by companies with many locations. This report combines several current chain reports into one chain summary report and provides summaries of total fees paid by the chain, as well as for each chain location.
- Customer recaps are month-to-date and for year-to-date data.
- Include batch numbers and all card types in the deposit section. This section displays the amount deposited by Elavon and by other card organizations. In addition, the customer may select further deposit detail by each card type (e.g., Visa, MasterCard, etc.).
- The fee sections break out fees for Visa/MasterCard, other cards, chargebacks, POS debits and miscellaneous. All fee information is arranged in a format designed to facilitate easy reconciliation.
- Billing reports are tied to when a customer is billed; thus, their daily, weekly, monthly availability is tied to the billing cycle. Mail and internet options are available.

Elavon's Online Case Management (OCM) solution allows you to easily receive, view, respond to and manage all your chargeback and retrieval activity through this optional service available with our MerchantConnect Premium reporting tool. With the advanced technology of our OCM solution, you have the flexibility to direct how cases are handled, dynamically manage workflow and streamline responses. OCM is a comprehensive workflow management solution that allows you to prioritize and manage case activity.

- Online reporting tool that monitors chargebacks/retrievals
- Receive, view, respond and manage activity
- Notifications within 24 hours

Our state-of-the-art solution features a daily summary of case activity as well as automated alerts that allow you to monitor your cases based on preferences you set, including new chargeback and retrieval cases, status updates, high value amounts and case aging. In addition, OCM features a broad selection of reports to effectively manage your activities and measure results. OCM supports the ability to browse to find and then upload an image or document into the tool.

j. Clearing time lag between deposit and posting

Elavon is generally able to deposit funds the next business day provided that the requestor maintains its designated bank accounts with U.S. Bank and batches are settled by 7 p.m. PT. Otherwise, the timing of such deposits is outside of Elavon's control, but generally occurs within two to three business days after processing. Funding time frames only apply to transactions for which Elavon funds. Those funded by third parties such as American Express may be delayed. At your request, we will be happy to discuss the potential to fund and bill directly for American Express transactions. This would allow the City to be funded for American Express transactions alongside your Visa, MasterCard and other Elavon funded card types.

k. Security features – including account number encryption and purging policy

Upon the City's request, Elavon can provide our Safe-T SMB solution for the VX520 and iWL250G. Safe-T SMB is an all-encompassing security suite which combines end-to-end encryption, SSL encryption and tokenization for all transactions run through these hardware devices. This triple layered approach ensures information is protected at the moment of entry, is encrypted during transmission and is tokenized at rest. With nothing to find there is nothing to steal, leaving cyber criminals empty handed and your customer's information safe.

- End to End encryption protects cardholder data from the moment the chip or magnetic stripe is read on a card.
- SSL then encrypts the actual transmission of data to add a second layer of strong cryptography.
- Tokenization returns a placeholder rather than the full card number, ensuring that data at rest in the terminal is not in danger of compromise.

In addition, due to the enhanced layers of security offered by Safe-T SMB, Elavon is able to simplify the PCI procedure for locations utilizing this service by removing the need for those specific locations to be scanned. If a location is utilizing a solution that is Safe-T SMB compliant and another solution that is not Safe-T SMB compliant such as a third party software solution, the location must still certify compliance using the least secure method.

I. Payment Card Industry (PCI) data security standard compliance and liability

Elavon adheres to the strictest PCI and security standards, making cardholder data protection a key priority. Our solutions support the latest security technologies.

Elavon is committed to providing our Level 1, Level 2, Level 3 and select Level 4 customers with direct support in their efforts to achieve and sustain PCI-DSS compliance. Some of the ways we work with our customers in this effort include:

- Elavon is a member of the major Payment Networks and plays an active role in our membership, with a concentrated focus on key areas of North America, Europe and Latin America
- Elavon works closely with the data security compliance teams of the major Payment Networks
- Elavon is a Participating Organization of the PCI SSC and a PCI Level 1 Compliant Service Provider
- Elavon has staff trained under the PCI Security Standards Council's (PCI) Internal Security Assessor (ISA) and Payment Card Industry Professional (PCIP) training and certification programs
- Through a dedicated Elavon Enterprise Account Manager, our Card Brand Management team assists in defining appropriate PCI Levels based on individual Payment Network rules
- Elavon has a dedicated team to work with our PCI Level 1, 2, 3 and 4 customers as needed throughout their compliance journey
- Elavon works with customers to help support compliance validation through remediation plans while mitigating cards brand fine assessments to our clients
- Elavon has PCI subject matter experts fully aware of evolving technologies and new PCI requirements to provide PCI council and Payment Network updates and requirements to customers
- Elavon works diligently to provide accurate and timely updates and reports of our customers' PCI progress to the Payment Networks and works as an advocate on their behalf
- Elavon educates and advises our clients of the latest trends and security risks to help prevent data compromise events
- Elavon attends Industry PCI training and awareness events along with PCI Level 1 – 4 Customers
- Elavon facilitates customers with access to available data security industry training and informational webinars (i.e., Limited Availability Free PCI Awareness Training usually priced at \$495 per individual, monthly Visa webinars, etc.)
- Elavon participates on conference calls with customers to assist with specific PCI-related questions or guidance regarding requirements, deadlines, remediation plans and if applicable will include the Payment Networks

- Promote and encourage customers to review Data Security Alerts published by the payment networks (e.g., Visa) which advise and educate our customers of particular vulnerabilities within a variety of markets, systems and software

For our Level 4 merchants, Elavon has established a website to help facilitate PCI-DSS validation: <https://www.elavon.com/security-center/elavon-security/pci>.

Elavon's program is focused on the following three key areas.

Elavon offers Level 4 merchants a comprehensive approach to securely manage cardholder data and validate compliance. Elavon's program is focused on the following three key areas:

- **Education**—Materials and information to help businesses understand PCI DSS compliance
- **Validation**—Tools to help businesses attest compliance with the PCI DSS
- **Financial Reimbursement**—Eligible clients may receive financial reimbursement to cover certain payment network fines, assessments and the cost of a forensic audit, up to \$20,000 per compromised merchant ID per incident. Coupled with Safe-T SMB, locations using SMB may be eligible for larger financial reimbursements.

m. Chargeback policy (including the bank's role in this process).

Elavon's Dispute Resolution Team processes an average of 60,000 chargebacks per month and 15,000 retrieval requests per month. Our team also maintains an average retrieval fulfillment rate of 97.5 percent.

- Elavon's Dispute Resolution Team is able to handle approximately 15 percent to 20 percent of chargebacks without customer involvement which means fewer chargebacks for our customers and a lower overall cost of card acceptance.
- Chargebacks that require documentation from the issuing bank are processed within an average of 10 days.
- Chargebacks that do not require documentation from the issuing bank are processed within an average of five days.

A proprietary chargeback system called Automated Dispute Resolution Processing is used to work chargeback and retrieval activity. This single point of entry system stores data related to each dispute. Elavon implemented this system in 2001 and continues to invest and enhance the system to assist in the dispute process:

- Auto Decision functionality has been integrated into the system based on payment brand regulations for specific reason codes. This logic allows the system to determine if items should be represented to the issuing bank or debited to the merchant.
- A proprietary facsimile draft is used to fulfill copy retrieval requests whenever possible and in compliance with payment network regulations to minimize the number of requests to the merchant. If the required data elements are available and it is within brand rules, the request is automatically fulfilled. If original drafts are required, a request will be sent to the merchant. Any retrieval request that is not responded to by the merchant before the 25th day is auto-fulfilled with a facsimile draft. This is an attempt to protect our merchants from exposure and lower costs.
- An optional Auto feature is built into the system allowing email or fax notification of a chargeback or retrieval to be sent to the merchant the same day it is received, thereby giving our merchants more time to respond.
- The system generates a 15-day reminder notice for all outstanding retrieval requests for merchants set up with the Auto Fax feature. This notification can be changed to five, 10 or 21 days as requested.

- Outgoing notifications are barcoded, allowing auto-indexing to the appropriate case to occur when returned with the merchant response. This expedites the chargeback process and allows the chargeback representatives to review and work the merchant responses quicker.

n. Customer service procedures

Elavon's customer service functions are handled in-house. You will have a dedicated resource through implementation and ongoing support to advocate on a broad range of issues that relate directly to your satisfaction and plays a pivotal role in your customer experience including:

- Aligning your payment acceptance strategy with our solutions to drive the results that meet your expectations.
- Collaborating with your company, service providers, partners and other resources on the successful delivery of new business initiatives.
- Delivering and interpreting operating results through our Strategic Account Review process.
- Acting as your senior point of escalation for partnership impacting issues.

As the incumbent, Elavon has assigned Jake Pederson as your Premier Relationship Manager (PRM) to support your staff, your business needs and your day-to-day issues. Jake will remain your primary operations contact, responsible for:

- Bringing new locations online
- Reviewing your statements and interchange status
- Handling chargeback issues
- Providing other back-office services related to your processing needs

For routine services, Elavon operates call centers for voice authorization and client assistance that are supported by dedicated and well-trained staffs of service professionals. Service is available 24/7. If you have an inquiry that requires research, your PRM will work with you to determine the timeframe for the resolution, which is contingent upon the type of request and the amount of research required.

Elavon provides Merchant Implementation Services to new and existing customers that purchase equipment or add terminal services. These services consist of:

- Verification of equipment receipt
- Verification of deployment kit materials (cords, cables, training collateral)
- Training on services (Visa, MasterCard, Electronic Gift Card, Electronic Check Services, etc.)
- Terminal Downloads on existing equipment (reprogramming)
- Terminal Downloads for adding additional services
- Terminal training on basic functions such as sales, credits, voids, forces, reports and settlement
- Installing and training on PC products
- Training on reporting services/websites

o. Wireless service availability

Elavon offers several wireless processing options. Currently, the City is utilizing the Ingenico iWL250G terminal for wireless processing over the AT&T wireless network. Wireless terminals combine the convenience of mobile processing with the simplicity and security of a hard terminal solution.

Elavon also offers Converge Mobile for wireless processing. Elavon's Converge Mobile is a secure, complete payment solution that transforms mobile devices into terminals, allowing you to accept

payments quickly and securely anywhere, any time without a major investment of money or effort. Our secure mobile solution is a natural extension of our full service offerings that builds on over 20 years of industry experience by providing flexible, secure and scalable payment solutions to businesses of all sizes.

With Converge Mobile you can utilize existing hardware, technical infrastructures and communications providers to enable mobile commerce and accept most card payments. It supports Purchase and Authorization Only transactions and works with smart phone devices including most Apple® and Google® Android mobile devices. You may use either your own mobile devices, or through Elavon provided iPad® devices using a secured Verizon wireless network.

p. Type of processor (e.g., front-end, back-end)

Elavon is one of the few processors within the industry that performs most bankcard processing functions in-house and owns our own platforms. We choose to not use third-party processing vendors for these key functions so that we may have direct control of these critical processes and minimize outside risk, which translates into better service and reliability for our clients. These functions include:

- All bankcard interchange and settlement processing
- Exception item handling (e.g., retrieval requests and chargebacks)
- Accounting and billing
- Reporting and statement production
- New card acceptor implementations and training
- Customer service

There are circumstances, however, where Elavon chooses to partner with certain approved third party providers for specialized services. If a third party provider is used, Elavon will oversee and remain accountable to you for the performance of these services. All Elavon third party providers go through an extensive certification and compliance process.

q. Provide the names (with phone numbers and email addresses) and office locations of all key personnel that will service the merchant services accounts.

Melody Ogle – Enterprise Account Manager (EAM)

Melody.Ogle@elavon.com

865.403.8369

Melody Ogle has been with Elavon since 2001. As an Enterprise Account Management Client Executive, Melody is responsible for the overall management of a book of National Accounts; including maintenance, growth, strategic direction, overall client satisfaction and contract renewals. She consults with clients through data analysis, industry education, presentation of performance results and recommending action to improve performance. She stays current on card association regulations, PCI Compliance, products and industry trends

Jake Pederson – Premier Relationship Manager (PRM)

Jake.Pederson@elavon.com

865.403.7519

Jake Pederson has a strong background in both payment processing and technical support. Starting in general customer care, Jake was quickly promoted to our Premier Services team, which provides an elite level of service to our national accounts and partnership banks, and finally to our Nationals team, offering a single escalated point of contact for our most valued customers.

- r. The merchant card service provider must be in compliance with the most current PCI compliance requirements, and provide hands-on assistance to the City on the PCI compliance review and support. Describe your bank's PCI compliance requirements and how they are updated.

Elavon is fully PCI certified as a service provider organization. Please refer to the **Elavon Attestation of Compliance 2016**, as provided in the **Attachments Folder** for further information. Elavon cares deeply about ensuring our merchants are fully PCI compliant and will:

- Notify customers of their PCI Level along with associated requirements and deadlines
- Track PCI-DSS validation individually for PCI Level 1, Level 2 and Level 3 customers and work with Enterprise Account Managers and customers to ensure reminders are provided 90 to 120 days in advance of a validation due dates
- Facilitate communication with customers to address questions and concerns (e.g., explaining the process and documentation required to meet their PCI DSS due date and/or request an extension, etc.)
- Distribute reminders to customers who may be in jeopardy of non-compliance fines for not meeting deadlines and articulate potential consequences and fines for failure to do so
- Advocate to the payment networks when a customer is in need of a deadline extension and/or mitigation of potential fines
- Facilitate on-going meetings with customers, at regular intervals, that are working through remediation plans. This is to ensure the Payment Networks are aware that the customer is tracking to their detailed timelines, have achieved any significant accomplishments or have incurred challenges until full validation is achieved
- Communicate the importance of strong data security strategies while implementing new technologies and/or working through a remediation plan
- Explain the fine assessment process to a customer has exhausted all extensions and advise them of how to minimize long term exposure
- Maintain on-going dialogue with customer to support on-going compliance after validation

If a customer, or third party agent utilized by an Elavon customer, has experienced a failure of compliance with the PCI-DSS and the result is a possible data compromise of cardholder account information, Elavon's Merchant Security team works with the at-risk entity to minimize financial and reputation risk to Elavon, our valued customer and the payment system.

Initial focus is on the possible data compromise event. We engage the compromised entity to understand the extent of the possible data compromise and any continued exposure of cardholder account data. If necessary, Elavon will consult with the Payment Networks on behalf of the compromised entity for recommendations and assistance in limiting exposure. We will also provide information, support and assistance to our customers if a third party PCI forensic investigator is required to conduct an independent review.

Ultimately, the Elavon Merchant Security team serves as an advocate for the compromised entity throughout the lifecycle of a possible data compromise event, working with the Payment Networks, forensic investigators, card issuers, media, law enforcement and other stakeholders, as necessary. For eligible PCI Level 3 and Level 4 merchants, Elavon has a program to provide limited financial assistance which can reduce expense associated with a data compromise event.

- s. Provide sample contract language regarding reserve requirements if applicable.

Please refer to **Elavon Master Services Agreement**, and supplemental **Schedules D and H** which are provided in the **Attachments Folder** for sample contract language.

- t. Does your entity undergo a Service Organization Control (SOC) audit? If so, please provide a copy of the most recent report which contains the opinion expressed by the independent auditor.

Elavon agrees that its systems will conform to all applicable Payment Network Regulations, including PCI DSS. Elavon will provide the requestor with certifications of its compliance with applicable regulations and copies of its SSAE 16 upon execution of Elavon's confidentiality agreement.

- u. Price out the city's prior year transactions on the Pricing Sheet Form (Attachments 3 and 6).

We have completed **Pricing Sheet Form, Attachments 3 and 6** in **Sections E and F** as requested by the City.

A.35 Overdraft Processing

- 1. Whether accounts are aggregated for calculation/fee purposes

The City can be set up at either the account level or customer level to calculate their daylight overdrafts. The daylight overdraft can be measured across all accounts for wire transfers as long as all accounts are included in the setup for the wire transfer process. Balances regarding daylight overdrafts are not provided to customers.

- 2. Rate basis for overdrafts

Overdrafts cause a negative collected balance to occur. This means that funds that are not yet available are being used. The negative collected balance fee is assessed as an annual percentage equaling Prime rate + 4% of the daily negative collected balance.

- 3. Rate basis and definition of "daylight overdrafts"

U.S. Bank, as required by the Federal Reserve, monitors real time daylight overdrafts by account and by client relationship. To facilitate wire transfers and other routine business, U.S. Bank can establish an intra-day limit for the City, ensuring the movement of funds as needed. These limits are set for control purposes to protect the City and U.S. Bank. Decisions to release wires with daylight overdrafts are made on a discretionary basis. However, to protect the City's interests, the City will always be consulted on wires exceeding the established daylight overdraft limit.

- 4. Are electronic reports available listing individual settlement transactions?

SinglePoint provides detailed reporting on all transactions.

A.36 Controlled Disbursement Services

- 1. Availability of service

The City uses Controlled Draft Processing to process 1,800 items per month. U.S. Bank provides the City with the exact dollar amount of checks and ACH transactions that will clear your organization's checking account on a daily basis. You fund only the amount necessary to cover payment of presented checks and ACH transactions. Controlling your disbursements and cash position allows you to make your funds work until the very day they are needed. This helps you make the best use of your available funds to pay

down loans or make investments. You can manage Controlled Draft Processing accounts with flexibility and confidence.

Your check and early morning ACH presentment information is available by 10:30 a.m. PT (using our Canby, Oregon site). Using U.S. Bank SinglePoint, you can access summary or detailed account information including check images and check transaction details. Automatic funding from a single designated account eliminates the guesswork of forecasting and the need for cushion balances. By eliminating idle cash balances, you maximize your use of available funds and avoid the risk of costly overdrafts.

Any checks we receive after the cutoff time or at our branches are posted the following business day and included in your presentment totals.

2. Location of collection point (endpoints)

U.S. Bank operates eight sites across the country. We recommend the City continue to utilize our Canby, Oregon site.

3. Endpoint check cashing policies

Not applicable.

4. Number and timing of daily Fed letters

The Canby site has two presentments: 7 a.m. and 10 a.m. PT.

5. Funding alternatives

We recommend that the City maintain a funding account at U.S. Bank. The City must have sufficient available funds in the funding account by the end of the business day. U.S. Bank automatically debits the amount required to fund the processing account from the funding DDA.

6. Transmission alternatives

U.S. Bank's ARP and Positive Pay services use a standard data transmission file format. If the standard format cannot be used, U.S. Bank is willing to test a customer's custom format and use it if possible.

7. Imaging options

U.S. Bank offers three imaging products, described in the table below.

U.S. Bank Product	Description
SinglePoint Image Access	SinglePoint is an Internet-based treasury management suite of online services that includes image search and retrieval. Customers can view, save and print paid check images, deposit tickets, deposited checks, paper debit and credit memos, returned deposited items, returned re-deposited items and advices. Images are accessible from a number of different services within SinglePoint and are available for seven years from process date.
SinglePoint Image File	U.S. Bank SinglePoint Image File Delivery provides a transmission of images and associated index information on

Delivery	a daily, weekly, monthly or custom calendar basis using standard Internet-based File Transfer Protocol (FTP) methods. We can also provide a transmission file of historical images that posted up to seven years before the request date. (Maximum of one month per file request). The images can then be imported into the customer's own image archive.
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Image Archive CD-ROM	Image Archive is a CD-ROM-based long-term storage and retrieval service for end-of-cycle images of paid checks (post-statement cutoff). Image Archive includes viewing software to search, view, manipulate and print clear, crisp images from a PC. All Image Archive CD-ROMs are encrypted for protection of customer data.
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A.37 Positive Pay and “Payee” Positive Pay Service

1. Provide sample reports from the bank

SinglePoint Sample Reports have been provided in the **Exhibits-Sample Reports Section** of this proposal..

2. Describe positive pay services and verification items

The City uses Payee Positive Pay, uploaded through transmission and Issue Maintenance.

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

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

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

U.S. Bank provides a prior day Positive Pay service with daily notification by 9 a.m. PT. The response deadline on pay/return items is 2 p.m. PT.

Additionally, U.S. Bank has made significant investments in technology to offer you the most robust level of fraud protection. SinglePoint Positive Pay is now enhanced to help you detect and prevent altered payee name fraud on deposited and cash letter items, as well as items presented at the teller line.

U.S. Bank enables you to detect fraud by helping you identify any items with non-matching payee names. We offer two payee verification service options: Teller Payee Positive Pay and Payee Positive Pay.

Teller Payee Positive Pay

Positive Pay customers have the option to have payee name information verified prior to checks being cashed by U.S. Bank tellers.

- **Reduce check fraud at the teller window**—The check amount, check number and payee name on checks presented for payment are matched to the data on your issue file. Any mismatches are not cashed, but returned to the presenter.
- **Requirements**
 - Add payee name information to your issue file.
 - Verify that the payee name on the check exactly matches the payee name on the issue file.

U.S. Bank SinglePoint® Issue Maintenance enables the City to input issue and cancel information and update issue files hourly online. Access transmitted file confirmation information. Achieve new levels of efficiency by bringing our powerful banking services together in an integrated, easy-to-use website.

- **Enter your issues and cancels throughout the day**—For newly issued or canceled checks, you can enter check issue and cancel information online. Up to 10 items for multiple accounts can be added on a single page with no limit on the total number of transactions you can enter throughout the day. This eliminates the fax process and saves you time.
- **Upload files of issues and cancels throughout the day**—Files can be uploaded online in the standard comma-separated value (CSV) format or you can create a customized delimited or fixed length format. You will receive a message that the file was accepted or rejected (Limit of 5,000 items per File Upload.)
- **Send updates hourly**—Issue files at U.S. Bank, including the teller line, are updated hourly, ten minutes prior to the hour, from 4:50 a.m. to 7:50 p.m. PT each business day.
- **Use a tool designed for speed, ease and accuracy**—Dates are pre-filled with the current date and a calendar tool helps you quickly enter the issue date in the correct format. You can review a summary of issues and cancels and confirm or modify information prior to processing.
- **Integrate this convenient tool with other check fraud prevention**—SinglePoint Issue Maintenance is a natural companion to your ARP or Positive Pay service. Payee information can be entered for accounts on the Payee Positive Pay service. SinglePoint Issue Maintenance ensures that U.S. Bank is always notified, automatically, of requests to add issues and cancels.
- **Automatically create cancels**—When you place stop payments on SinglePoint, you can be set up to have the corresponding issue information automatically canceled.
- **Confirm data transmission issue files have been received**—You can access file confirmation information within two hours of receipt of your issue files at U.S. Bank. The total dollar amount and total number of issues and cancels are provided for each account in the file.
- **Optionally, add a layer of security with issue and cancel approval**—Employ a second level of security requiring a supervisor to review and approve issue and cancel information before transactions are processed. An approver can approve, modify and delete items before processing.
- **View and track transaction history summary and detail**—You can access issue and cancel transaction history, upload file history and transmission file confirmation history for up to 45 calendar days. History details include check number, dollar amount, date, action, submission date and time, approver and payee name information. You can also view an audit log of all issue and cancel activity in three levels of detail.

Additional Fraud Services

In addition to the Positive Pay services listed above we highly recommend the Company utilize our ACH Fraud mitigation services. We are recommending use of ACH Blocks and Filers be set up on all accounts. We will work with you to establish these.

Protecting your checking accounts from unauthorized ACH transactions is easy to do with U.S. Bank SinglePoint® ACH Positive Pay, ACH Filter, ACH Block and Business eCheck Block services. Whether you want the certainty of preventing all ACH transactions from posting to your accounts, or the flexibility of authorizing specific ACH transactions to post, U.S. Bank provides efficient, economical options. When you control ACH access to your checking accounts, you eliminate the administrative time spent researching and returning erroneous ACH transactions that post to your account. In addition, you ensure that only authorized ACH transactions post to your checking accounts.

- **Protect your checking accounts**—SinglePoint ACH Positive Pay, ACH Filter, ACH Block and Business eCheck Block services allow you to eliminate unauthorized ACH transactions posting to your accounts. Whether you choose to block all ACH transactions, specific ACH payment types, or authorize specific ACH transactions to post, you control your ACH exposure.
- Use flexible options to customize ACH access:
- **U.S. Bank SinglePoint ACH Positive Pay Service**—Protect your accounts by creating standing ACH authorization rules. You can allow only the incoming ACH transactions you want to post to your checking account, review exception items that you did not allow and prevent fraudulent or unauthorized transactions from posting to your accounts. You can manage these authorizations online through SinglePoint, our suite of online treasury management services.
- **U.S. Bank ACH Block Service**—Block all ACH credits, debits, or both credits and debits to ensure that access to your account is controlled.
- **U.S. Bank ACH Filter Service**—Use various criteria to allow specific ACH items to post to your account. By using several criteria in combination, you can authorize some ACH transactions while excluding others. Flexible options help you meet your ACH needs.
- **U.S. Bank Business eCheck Block Service**—Block all or any combination of converted check payment types—ARC, POP, RCK, WEB and TEL—from posting to your account.
- **Request to modify authorizations online**—If you want to modify an ACH Positive Pay authorization, you simply log in to SinglePoint and complete a modification request.
- **Receive daily reporting via SinglePoint**—With ACH Filter and ACH Block, daily reports can be accessed on SinglePoint, detailing both the items rejected and those authorized to post to your account, so you can easily monitor your ACH account activity.

3. Teller data update schedules

We update issue files hourly, at the top of the hour, from 4 a.m. to 7 p.m. PT. It takes about 20 to 30 minutes to update the hourly files to the teller line each hour. SinglePoint issue maintenance issues are updated in five minutes.

4. Data transmission methods and time windows

SinglePoint Issue Maintenance Processing Schedule

U.S. Bank updates the teller system immediately with issue and cancel information from 4 a.m. to 8 p.m. PT, Monday through Sunday. *(Manual Input and File Upload files will process immediately, taking approximately five minutes to update the teller line.)*

Data Transmission Processing Schedule

Data transmitted files are processed every twenty minutes Monday - Saturday, from 5 a.m. to 8 p.m. PT, and once an hour on Sunday and bank Holidays. *(It takes approximately 30 minutes to process the issue files and update the information to the teller line.)*

5. Control options – notification default

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

6. Internet/online access (including technical capabilities and system requirements)

SinglePoint services provide browser-based access to account information. Additionally, reports and transmissions can be scheduled through SinglePoint at any time throughout the day. Reports are then delivered via transmission or secure email at the specified time. Fax and email reporting allows users to receive Current and or Prior Day reporting at a preset time without logging in.

SinglePoint technical recommendations are stated below at supported and optimal levels:

Component	Minimum Workstation Requirements	Optimal
Operating System	Windows XP®; Apple® Mac OS X	Windows® 8
Browser	Microsoft Internet Explorer® 8 Mozilla® Firefox® 38+ (or current version) Google Chrome 21+	Windows Internet Explorer® 11
Screen resolution	1024x768	1280x1024 or higher

Users may also need Adobe® Reader® and Microsoft Excel® or compatible application to view and print certain reports.

7. Please answer the following:

a. What is the recommended service delivery method (i.e., direct transmission, on-line, or other)?

We recommend the City continue your existing set-up of direct transmission and SinglePoint Issue Maintenance.

b. What are the hardware/software requirements?

Please refer to our response to **Question 6** above for detail.

c. What controls are in place to protect against lost files and duplications of transmissions?

Risk Exposure	U.S. Bank Control
File loss	<ul style="list-style-type: none">• ARP File Confirmation Service verifies that the file transmitted to U.S. Bank was received and processed.• File Confirmations generate within two hours of the file's receipt. Confirmations are available online or through secured email or automated fax.• The File Confirmation Report provides number and dollar totals of issues and cancels.
Duplicate transmissions	The ARP system identifies duplicate transmissions by identifying duplicate issues. SMS rejects the duplicates and U.S. Bank notifies the City.
Inadvertent acceptance of duplicate returns	SinglePoint Positive Pay automatically prevents the City from sending duplicate returns by allowing only one disposition per exception before submission to U.S. Bank.

d. Does the bank provide automatic file receipt acknowledgements? If so, how?

Yes, U.S. Bank has an ARP File Confirmation service, which produces file confirmations within two hours of receiving the City's issue file. The confirmation includes the total number of issues and cancels and the total dollar amount of issues and cancels for each account on the file. File confirmation information is available through SinglePoint Issue Maintenance File Confirmation reporting.

e. Describe the role of any third-party processor used by the bank to provide this service.

U.S. Bank has an in-house account reconciliation department.

f. What is the bank's deadline for transmitting files/data?

The deadline for the transmission of check issuance files to U.S. Bank is 8 p.m. PT.

g. What is the process for notifying the bank of a single check or small check run outside of the regular batch file?

SinglePoint Issue Maintenance offers a single issue entry or batch entry.

h. Does your bank have payee verification?

Yes. The Payee Positive Pay service option is available through SinglePoint.

- **Timely fraud alerts**—U.S. Bank Payee Positive Pay identifies payee name mismatches. These exceptions will be presented to you daily in the SinglePoint Positive Pay Exceptions List for your review, along with all other Positive Pay exceptions.
- **Easily view exception images and make payment decisions online**—You can link directly from the exception list to the corresponding check image. You can view and manipulate the image and easily make your decision from the image viewer.
- **Pre-approved checks for Payee Positive Pay uses Safeguard check stock**—U.S. Bank and Safeguard are partnering to provide Safeguard check stocks guaranteed to meet U.S. Bank guidelines.
- **Requirements:**
 - Add payee name information to your issue file
 - Verify that your check stock meets the specifications on the U.S. Bank Payee Positive Pay Check Formatting Guidelines
 - Complete and return the U.S. Bank Payee Positive Pay Check Image Questionnaire
 - U.S. Bank evaluates and confirms the payee name readability of your check image

i. Is the positive pay service fully implemented at all bank branches?

Yes. Positive Pay customers have the option to have payee name information verified prior to checks being cashed by all U.S. Bank tellers.

j. How does the bank handle exception ("paid not issued") items?

Yes. SinglePoint offers a Positive Pay Exception Report that the City can run each day. If a check is presented without an issue, the City may pay the item and create an issue within SinglePoint Positive Pay.

k. Does the bank offer a daily listing of exception items?

Yes. SinglePoint provides the City with a listing of all exception items requiring decisioning.

l. Are there defaults available for each account to either automatically return or pay on exception items?

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

m. What is the timeline for reporting exceptions to the city?

SinglePoint will notify the City that you have exception items pending review no later than 9 a.m. PT.

n. How are exceptions reported to the city? Will an image be available?

SinglePoint will generate a message that exceptions are ready for review. Images are available online.

o. What is the timeline for the city to act on any exceptions?

The City has until 3 p.m. PT notify U.S. Bank of your pay/return decisions.

p. What are the hours of operation of this service unit?

Operations Area	Customer Service Hours
Controlled Draft Processing	5:30 a.m. – 2 p.m. PT
ARP	8 a.m. – 5 p.m. PT

A.38 Bank Compensation

1. Does the bank accept compensation in fees, balances or a combination of the two?

a. If fees are accepted, is there a surcharge or a different price schedule for fee compensation? Describe.

Except for small business customers, compensation owed U.S. Bank is generally the combination of (or, more accurately, the net difference between) balance-generated credit and analysis fees. Most analyzing accounts receive a monthly earnings credit, which is applied against analysis fees. (Note, however, that merchant services and equipment sales tax are two analysis fees explicitly excluded and, therefore, cannot be offset by earnings credit.) There is no surcharge for directly debiting the designated account (called the key account). However, should the City wish to be invoiced rather than directly debited, there is a monthly processing charge (\$25) for that service.

2. Describe the method used to calculate the earnings credit rate (ECR)?

U.S. Bank’s earnings credit rate is a managed rate based on a variety of market factors and rate trends.

3. Describe the bank’s actual ECR for the past six months.

The standard ECR for the past six months is provided below.

Account Balance	Rate
\$0 to \$50K	0.18%
\$50K to \$150K	0.20%
\$150K to \$500K	0.21%
\$500K to \$750K	0.22%
\$750K to \$1000MM	0.22%
Over \$1000MM	0.22%

4. Also describe the effective rate, method used and formula proposed to calculate the service charge credit or the earnings allowance on collected balances

Earnings credit is based on the average positive collected balance for the month and the applicable earnings credit rate (ECR) for that balance. If the earnings credit amount is not sufficient to cover the analysis fees, the standard method of settling this difference — called the (net) analysis service charge — is to debit a designated analyzing account (chosen by the City) on a monthly basis. The debit occurs on the 10th business day of the month following the month of service.

5. When calculating average balances, are positive and negative balances netted?

Yes. The average collected balance is the net of the positive and negative collected balances. However, for the purposes of earnings credit and negative collected balance charges, positive collected balances do not offset negative collected balances. Accounts other than small business receive earnings credit based on the average positive collected balance and incur negative collected funds charges based on the average negative collected balance. For those sub-products that pay interest, interest is calculated on the daily positive collected balance.

6. For what period of time will the bank's pricing, as indicated in this proposal, be fixed?

Pricing will be fixed for the term of the contract, open for negotiation with options to extend.

7. For General Banking Services, complete the Banking Activity Pricing Sheet (Attachment 2) utilizing the City's estimated monthly quantities provided.

We have provided **Pricing Sheet Form, Attachment 2** in **Section D** of this proposal as requested by the City..

8. For Merchant Bankcard Services, complete the Pricing Sheet Form (Attachments 3 and 6).

We have provided **Pricing Sheet Form, Attachments 3 and 6** in **Sections E and F** of this proposal as requested by the City.

9. In your proposal also list and define transaction fees for authorization, settlement, network, communications and any other fees, as well as your bank's rate and fee structure.

Please refer to the **Pricing Pro Forma** included in **Section D** of this proposal for detail.

10. Only firm prices will be accepted.

U.S. Bank agrees to this requirement.

11. Please price out banking services and merchant fee services with the first two years held firm with no price increase and the remaining years indexed for increases tied to the CPI index using the West Coast B/C cities average (not to exceed 3% in any one year). This pricing proposal must also be accepted by any firm(s) that the bank is partnered with for the provision of services in this contract.

U.S. Bank agrees to fixed pricing for the first 5 years of the contract. The ECR is quoted as .37% and will be fixed for the life of the contract. We do offer the City the benefit of considering the rate environment and deciding to use .37% as a floor and track with the market as explained briefly in #2. Please be confident, however, that fixed is the first option and the floor is the second, only if the City chooses.

Please refer to the **Pricing Pro Forma** included in **Section D** of this proposal for detail.

A.39 Analysis

1. How soon after the close of the billing period is the account analysis available to the customer?

When delivered via one of our online services such as SinglePoint information reporting or EDI (available in the ANSI ASC X12 822 format), the account analysis is available the seventh business day of the month. If the analysis is mailed, mailing is generally complete by the eighth business day of the month, with the DDA being charged on the tenth business day of the month.

2. How are adjustments reflected on the account analysis?

If errors are discovered on an account analysis statement, U.S. Bank can resolve the problem in one of several ways.

- Refund the overcharge directly back to the account.
- Re-analyze that month's activity, which includes reversing the incorrect charge and debiting the correct fee.
- Apply an activity credit to the next month's analysis. For this option, U.S. Bank needs to obtain the corrected information before month end to reflect an adjustment on the next account analysis statement.

3. Is the bank's account analysis available electronically?

Yes.

4. How long are report images available online?

Account Analysis statements are available on SinglePoint special reports for a rolling year.

5. Describe the bank's dispute resolution process.

The City can contact your Relationship Manager with any disputes.

A.40 Errors and Adjustments

1. Please answer the following:
 - a. Describe your adjustment process for resolving deposit discrepancies.
 - b. At what dollar amount do you write off discrepancies?
 - c. Do you adjust the deposit amount or process an adjusting debit or credit?

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

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

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

Please refer to our response to **Section A.8, Question 4** for additional detail regarding discrepancies.

d. **How does your bank handle general and critical errors?**

- i. **Please describe the bank's standard support structure, how issues are prioritized, tracked and resolved**
- ii. **Should critical errors occur, the city requires the ability to escalate matters toward a resolution. Please describe the process in place at your bank to address critical errors.**

If an issue requires escalation and more detailed, second level support, the Commercial Customer Service banker assigns an operations or technical area to facilitate the resolution through Call Tracking.

Your Commercial Customer Service Banker escalates an issue further by referring it to a Team Leader or CCS Manager, or both, who maintains escalation contacts for all operations areas. Your Relationship Manager will be part of this process. Senior management team members meet each Friday to address and solve escalated issues, keeping ownership until the root cause is determined and resolved.

Please refer to our response **Section A.20, Question 4** to for complete detail regarding our escalation policy.

A.41 Other Services

1. **Describe how inquiries requiring research and adjustments are handled by the bank.**

Research inquiries are initiated with Commercial Customer Service. Customer Service Bankers (CSBs) can access up to 60 days of historical data (online check and remittance document images) in the retail lockbox system to do research. If the inquiry cannot be resolved at the CCS level, the CSB escalates to Operations.

a. **Are there established turn-around times for research and adjustment items? If yes, specify.**

Yes. Provisional credit on adjustments is given within 48 hours.

U.S. Bank has set photo image retrieval service levels (SLAs) based on the age and media of the image.

- Two days for less than 15 items under one year old
- Ten days for 15-200 items under a year old, negotiable over 200
- Four days for less than 15 items over one year

- Twenty days for more than 15 items over one year

2. Discuss your use of the internet in providing services to your municipal/business customers.

The internet is at the heart of our offering, as SinglePoint is a web-based portal.

3. Discuss any special conditions, other fees, other services, or deviations from the requested scope of services.

For comparable analysis, U.S. Bank has attached the City's **General Banking Services Banking Activity Pricing Sheet – Attachment 2** in **Section D** as requested. Additionally, we have included a **Pricing Pro Forma** of additional services/solutions beyond the basic scope of services requested.

4. The city will assume that unless detailed and noted here that the proposer to this RFP concurs with and agrees to meet all requested services in the Scope of Service section.

As noted in the Letter of Submittal

A.42 Security

1. Security/Protection Measures: What security features are in place to minimize the risk of unauthorized transactions?

U.S. Bank is in full compliance with Office of the Comptroller of Currency (OCC) regulations. U.S. Bank data transmission security procedures are described below, sorted by transmission method:

TCP/IP Internet Connections

Requirements and methods to verify the authenticity of files transferred between U.S. Bank and other systems do not detect errors or security anomalies (e.g., viruses) within the data content.

There are two types of security controls implemented:

- **Data Security Controls**—This type refers to the encrypted tunnel that U.S. Bank's commands and files travel through. Data Security Controls are used to protect sensitive data utilizing key encryption and are based on 128-bit over SSL, DES3 or AES 256-CBC encryption standards. The current U.S. Bank standard is to use triple DES (128-bit key) algorithms via a key exchange process with U.S. Bank's customers. For the key exchange, each company provides a software key to ensure that the sessions established between companies are validated and authorized.
- **Access Controls**—This type refers to the user ID and password authentication that occurs before the customer is allowed to log in to U.S. Bank's system and access their private mailbox. Access Controls restrict access and authorize capabilities to transfer data through use of passwords and/or scheduled data transmissions. Each data transmission service setup is provided with a secure password that authorizes the transfer of data between systems and the environment. It is the responsibility of each U.S. Bank customer to make sure this password is protected to the best of their ability.

Optional File-level Encryption

Optional file-level encryption provides a high level of security by using two levels of encryption to secure customer data. Files are first encrypted individually and then transmitted over an encrypted connection to and from U.S. Bank. U.S. Bank uses Pretty Good Privacy (PGP) as the file encryption technology.

PGP uses a pair of keys but does not use digital certificates. The customer and U.S. Bank exchange their own PGP keys to allow each party to encrypt or unencrypt the file. The key may be created with any validity period or may be non-expiring.

The following optional file-level encryption solutions are supported:

- PGP version 8.0 or 8.0.2 delivered using a browser over HTTPS
- PGP where the file is delivered with standard FTP over a VPN, FTPS (SSL) or SFTP (SSH)

File-level encryption is not a required transmission security option. Customers are required to use DES3, 128-bit SSL or AES 256-CBC encryption with any U.S. Bank incoming or outgoing transmission otherwise known as channel-level encryption. U.S. Bank does not support open FTP.

SinglePoint Security

All ACH users are required to enter a user ID, password and Token number before gaining access to SinglePoint ACH. Tokens are small devices that randomly generate codes in synchronization with U.S. Bank's server-side security controls.

Users may have specific entitlements within SinglePoint ACH. ACH entitlements within SinglePoint include: Create Template, Approve Template, Initiate Batch & Approve Batch. Additional entitlements include the capability to view Confidential data, update transaction amounts and modify settlement accounts.

SinglePoint also allows setting user limits at per batch and cumulative daily levels for both initiating and approving batches.

Finally, users must be entitled access to specific accounts and SEC codes to access or view those options in SinglePoint ACH.

2. Service Enhancements: Describe any enhancements, technological or otherwise, that we should consider to improve operational or cash management efficiencies.

U.S. Bank is committed to understanding the City's unique needs and proposing only those solutions that create either a hard or soft dollar value. We utilize a two-step approach, which we call the Working Capital Engagement, to understand and analyze your current payables or receivables processes resulting in a customized analysis and strategy designed to optimize your working capital. In May of 2016, we shared the results of our Working Capital Engagement with the City. In the following weeks, we completed several presentations/demonstrations of several solutions.

We have included a PowerPoint book describing our **Working Capital Engagement** for your review. Slides 19 and 26 illustrate the hard and soft dollar Working Capital Advantage for payables and receivables, respectively.

A.43 Sustainability

1. The City of Spokane encourages the use of sustainability practices and desires any awarded contractor(s) to assist in efforts to address such factors when feasible for:
 - a. Pollutant releases
 - b. Toxicity of materials used
 - c. Waste generation
 - d. Greenhouse gas emissions, including transportation of materials and services
 - e. Recycle content
 - f. Energy consumption
 - g. Depletion of natural resources
 - h. Potential impact on human health and the environment
2. The supplier shall package orders, preferably in environmental friendly packaging such as reduced packaging and recyclable packing materials.

Sustainability, Recycling and Other Environmental Matters

- U.S. Bank is committed to business policies and practices that sustain the environment and does have a formal Environmental Responsibility Policy that guides and directs our business approach to sustainability. It details our focus on activities that reduce the environmental impact of our operations and that have a positive effect on climate change. A full copy of our policy can be found at usbank.com/environment.
- We track and measure energy consumption and emissions from our owned and operated facilities and continually look for ways to reduce our environmental impact. We use ENERGY STAR® Portfolio Manager and other reporting systems to help identify additional energy efficiency opportunities at our owned and operated facilities, to track and measure our environmental initiatives and to leverage best practices.
- We have upgraded many of our facilities to incorporate such energy efficient measures as: efficient lighting and HVAC, upgraded thermostats, energy star appliances and motion sensors. From a technology perspective, we have provided equipment upgrades (e.g., LED monitors), implemented power management software and have performed data center server consolidations. We have installed solar arrays at a number of our locations and continue to look for additional opportunities to utilize renewable energy technology.
- To reduce our emissions from business travel, we have implemented enhanced audio/visual/web conferencing capabilities and have upgraded the majority of fleet vehicles to EPA smart-way certified vehicles.
- In addition to energy conservation, we have put significant focus on employee engagement and have training on environmental stewardship available for every employee.
- We currently offer recycling at almost all of our facilities where we are responsible for waste disposal and have expanded our electronics recycling and organics composting. We continue to look for ways to expand our existing recycling programs.

A.44 Optional Service: Lockbox (Retail)

1. This service would be for processing the city's utility bill payments that are received by mail.
2. Type of services required: Retail, imaged or paper
3. Types of payments received (paper checks, money orders and cashier's checks)
 - a. Geographic origination location – Spokane, Washington
 - b. Current lockbox address and location requirement – preferably in the State of Washington
 - c. Number and type of transactions – (see Attachment 5)

U.S. Bank has described our offering in response to the following questions.

- d. Bank description of its service, including:
 - i. Deadline and format of data transmissions

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

U.S. Bank recommends a 5 p.m. or later transmission time. Earlier times may be negotiated but may impact U.S. Bank's ability to process all work for same-day credit. If an earlier transmission time is negotiated, lockbox management will set an image cutoff time for the incoming payments. Transactions received after that deadline will be carried over for next day processing and credit. Volume, processing requirements and type of work received may also affect work processed for same-day credit.

Each of U.S. Bank's lockbox customers receives lockbox transmission output customized to meet the needs of their individual system. U.S. Bank can recommend a format upon request.

ii. **Current lockbox address and location requirement**

The City will utilize our Scannable Wholesale site in Seattle.

iii. **Breakdown on wholesale versus retail processing**

U.S. Bank Wholesale Lockbox

U.S. Bank has provided remittance processing services for over 50 years. We currently process over three million payments for thousands of organizations each month through our national network of wholesale lockbox processing sites. U.S. Bank Wholesale Lockbox accelerates the handling of the City customer remittances by reducing time lost in mail float, processing and delivery. Early and frequent mail pickups reduce mail delivery times, allowing for earlier processing. Our lockbox processing and imaging systems speed the availability of funds and provide the detailed information you need to make quick, informed business decisions.

U.S. Bank Wholesale Lockbox offers a cost-effective solution for converting remittances into earning assets as quickly as possible. We provide same-day availability information on your deposits, allowing the City to use funds as soon as they are available.

U.S. Bank Wholesale Lockbox performs the back-office process of processing and depositing, meeting critical clearing deadlines and maximizing funds availability. Spending less time on processing and depositing enables you to focus on your organization. Payment processing and data capture are customized and performed to the City's specifications. Detailed payment information is available through data transmission or U.S. Bank SinglePoint Information Reporting so you can immediately update your accounts receivable records.

U.S. Bank Scannable Wholesale Lockbox

U.S. Bank Scannable Wholesale Lockbox combines the flexibility of wholesale lockbox with the efficiency of processing with standard OCR remittance documents. If you receive a mix of wholesale and retail remittances, Scannable Wholesale is a cost-effective solution for processing both types of payments in one lockbox. The cost of data keying is reduced by machine capture of information from the OCR remittance document rather than by manual keying and we provide a formatted data file to update your accounts receivable system.

Scannable Wholesale Lockbox offers a cost-effective method of converting remittances into earning assets as quickly as possible. We provide same-day information on your deposits, allowing your organization to use the funds as soon as they are available. Early and frequent mail pickups reduce mail delivery times, allowing for earlier processing.

Scannable Wholesale Lockbox performs the back-office process of processing and depositing, meeting critical clearing deadlines and maximizing funds availability. Spending less time on processing and depositing enables you to focus on your organization. Payment processing and data capture are customized and performed to the City's specifications. Detailed payment information is available through data transmission or U.S. Bank SinglePoint Information Reporting so you can immediately update your accounts receivable records.

U.S. Bank Retail Lockbox

U.S. Bank Retail Lockbox accelerates the handling and posting of payments from your customers. If you receive a high volume of consumer payments that are consistently mailed in a standardized envelope and machine-readable remittance documents, U.S. Bank Retail

Lockbox is your processing solution. U.S. Bank picks up the payments at the Post Office and processes them according to your instructions, capturing information from the remittance document and providing you with a formatted data file to update your accounts receivable system. All checks enter the clearing system sooner and are more quickly converted into available funds — same-day lockbox deposit and check-clearing information via the U.S. Bank SinglePoint information reporting system allows the City to use funds as soon as they are available. U.S. Bank has provided Retail Lockbox services for over 30 years and processes over 20 million payments each month.

U.S. Bank Retail Lockbox is a cost-effective method of quickly converting remittances into earning assets. Optical character recognition expedites payment balancing and deposit. If our Accounts Receivable Conversion (ARC) service is selected, eligible check payments are converted into one-time ACH debits.

U.S. Bank Retail Lockbox performs the back-office process of processing and depositing, meeting critical clearing deadlines and maximizing funds availability. Spending less time on processing and depositing enables you to focus on your organization. Payment processing and data capture are customized and performed to the City's specifications. Detailed payment information is available through data transmission or U.S. Bank SinglePoint Information Reporting so you can immediately update your accounts receivable records.

U.S. Bank Retail Lockbox offers several solutions to help you reduce the manual effort involved in posting your exception items. Options include MICR Database Matching, account number data entry, Perfect Payment and Web Exceptions.

iv. Locations of processing centers

In addition to the Seattle Scannable Wholesale site the City will be utilizing, U.S. Bank has a mix of wholesale and retail lockbox sites, located in:

- Chicago
- Cincinnati
- Denver
- Little Rock
- Los Angeles
- Kansas City
- Milwaukee
- Portland (Oregon)
- St. Louis (Missouri)
- St. Paul (Minnesota)
- Seattle

v. Handling of unprocessable items or return items

As part of the City's lockbox implementation, your assigned Implementation Project Manager works with you to develop processing and handling requirements specific to your lockbox, ensuring the City has a tailored solution to fit your needs.

By default, all returned items are charged back against the deposit account. Special instructions may be added to your deposit account requiring the Returned Items Department to sort returns by lockbox and include the lockbox number on returned item debit entries.

vi. **How processing errors are resolved and expected timeframes for resolution**

U.S. Bank Wholesale Lockbox - Web Decisioning provides a solution to reduce the time and manual effort involved with processing exception items. With Web Decisioning, the City receives an email notification when we cannot process a payment transaction according to your specifications. You can immediately view the transaction on a secure website and either send U.S. Bank updated processing instructions or direct us to reject the payment for return to you. Web Decisioning can reduce research time, decrease deposit delays, improve customer service and accelerate your receivable posting and cash application processes.

With Web Decisioning, the City no longer needs to physically receive all of your exception items and associated documentation to determine how to process them. You can review the transactions online and have us process them immediately with updated instructions.

vii. **Remittance document layout requirements**

We require that remittance documents meet the following minimum requirements for scanning.

Document Recommendations

Paper Weight	Color	Size
20-pound photocopy paper	White or lighter-toned paper	Portrait Orientation Width 3.0" to 8.5" Height 8.5" to 11"
Tissue papers and thin carbons are not acceptable.		Landscape Orientation Width 6.0" to 11" Height 2.75" to 8.5"

Printing Recommendations

Font	Margins	Printer
Color Black Size 10 point minimum	0.25" minimum	Laser

viii. **Timing requirements**

U.S. Bank recommends a 5 p.m. or later transmission time. Earlier times may be negotiated but may impact U.S. Bank's ability to process all work for same-day credit. If an earlier transmission time is negotiated, lockbox management will set an image cutoff time for the incoming payments. Transactions received after that deadline will be carried over for next day processing and credit. Volume, processing requirements and type of work received may also affect work processed for same-day credit.

ix. **Transmission requirements (bank to government and government to bank)**

As part of the implementation process, lockbox requires sample remittance documents for testing. The U.S. Bank implementation team works with you to properly identify all elements of your unique scanline and programs the systems accordingly. When payments are received, the OCR information from the remittance document is captured during the first pass through our equipment and analyzed against your lockbox profile.

x. **Treatment of exception (non-standard, unprocessable, walk-in) items**

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

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

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

Checks received with a list of customer account numbers or business check stub may also be processed several different ways depending on your business requirements. Retail lockbox has the ability to authorize credit card transactions and include the customer account information for approved payments in the lockbox transmission. Declined payments are returned in your package.

xi. **Imaging capabilities**

U.S. Bank Image Look is an extension of the U.S. Bank Wholesale Lockbox service providing sharp, detailed images of processed checks and invoices via the Internet. U.S. Bank Image Look provides a simple and proven solution to boost productivity, reduce research time, improve customer service and accelerate your receivables posting and cash application processes. With U.S. Bank Image Look you can access images of checks and invoices the same day your lockbox items are processed (images are then stored online for 90 days). In addition, you may choose to permanently archive your documents on either CD-ROM or DVD.

U.S. Bank Image Look makes your lockbox work the way you need it to — quickly and efficiently. All you need is a browser and an Internet connection to access to your information from any location. The self-administration feature gives you the flexibility to manage users based on the City's requirements, controlling the level of access each user has to your lockbox images.

The City decreases the time it takes to respond to customer inquiries regarding payments because you can quickly and easily retrieve images of check and remittance documentation, reducing research time. With Image Look, you can determine if your customer's payment was received and use this information to update your accounts receivable. Same day information

also enables you to make timelier credit decisions. Flexible search criteria, printing and downloading capabilities further increase the speed of receivables management.

xii. **Conversion of consumer checks to ACH payments**

U.S. Bank utilizes the Image clearing network instead of ACH ARC.

xiii. **Disposition of documents (including imaging capabilities and truncation)**

An extension of the U.S. Bank Retail Lockbox service, **U.S. Bank Image Look** provides simple solutions to boost productivity, reduce research time, improve customer service and accelerate your receivables posting. U.S. Bank Image Look provides sharp, detailed images of processed checks, remittance documents and correspondence via the Internet. You may choose to extend image retention for seven years, or permanently archive your documents on an encrypted CD-ROM or DVD.

U.S. Bank Image Look makes your lockbox work the way you need it to — quickly and efficiently. All you need is a browser and an Internet connection to access to your information from any location. The self-administration feature gives you the flexibility to manage users based on the City's requirements, controlling the level of access each user has to your lockbox images.

4. **Pricing of services proposed to be provided**

U.S. Bank has provided a **Pro Forma Account Analysis** statement based on current usage/needs and proposed treasury management enhancements. This can be found in **Section D** of this proposal.

A.45 Other Optional Services the City May Require:

1. **Payroll Card Services:** The City is considering the implementation of a Payroll Card program that will allow the City employees who are not enrolled in the direct deposit payroll option to receive free access to full net pay on a bank card engraved with a logo that is widely accepted and recognized for purchases. Please describe and price out any payroll card services your firm may offer.

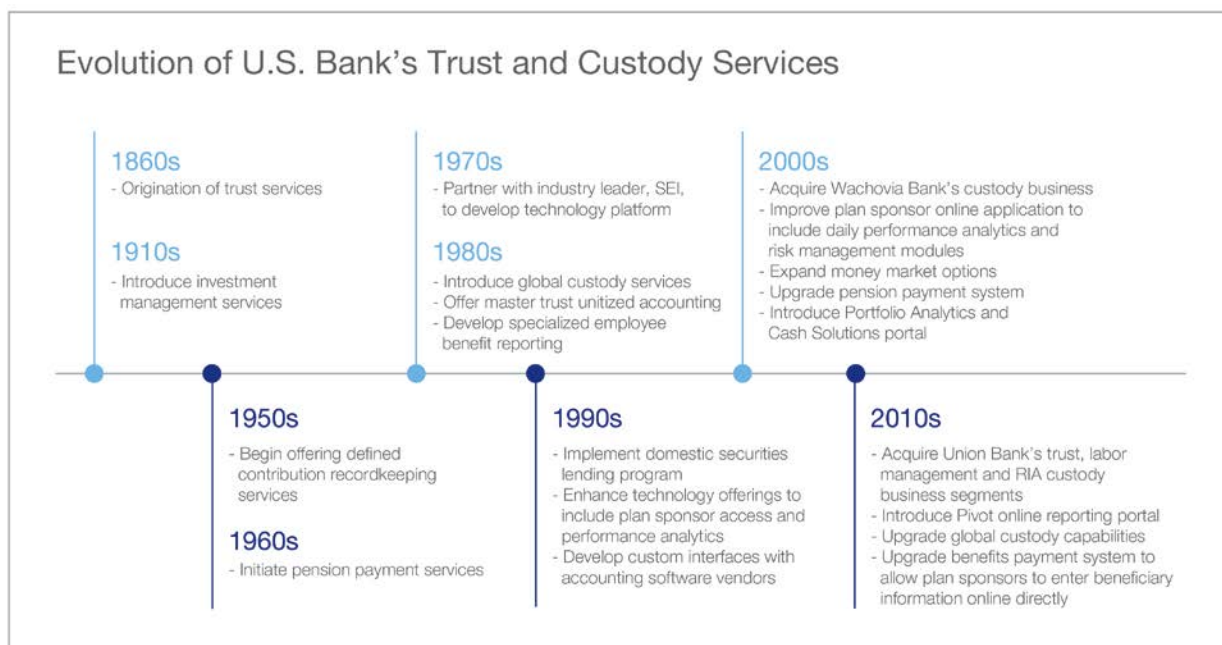
The U.S. Bank Focus Card™ is a reloadable prepaid card that can help replace costly paper checks for payroll disbursements. It can be used in a broad range of business payment applications such as payment of hourly wages/salary, commissions, bonus and termination pay. And because it carries the Visa or MasterCard brand, your cardholders gain unlimited, point-of-sale merchant access to over 31 million global locations as well as a host of other cardholder benefits.

- **Integrate with your existing direct deposit processes**—Funds are deposited onto the Focus Card in the same manner as direct deposit to a checking account, using a NACHA-approved ACH process, making the program easy to implement.
- **Reduce payroll costs**—With the Focus Card, you save the costs associated with issuing checks which includes paper, postage, reconciliation and lost checks. Other than standard ACH fees, the Focus Card is offered at no cost to you, the employer. It can also help increase electronic payroll adoption since no credit check or existing bank relationship is necessary for employees to receive a FocusCard.
- **Easy setup and flexibility**—The Focus Card lets you enroll employees for personalized cards or issue cards instantly with on-the-spot registration. Multiple funding options through ACH direct deposit, administrative website, batch for large card orders and instant funding give you added flexibility.

- **Engaging employee marketing materials to promote the Focus Card**—Comprehensive promotional marketing materials support your campaign strategy with current and new hire employees.
- **Optimize the cardholder experience for your employees**—With the Focus Card, employees can use their card anywhere Visa or MasterCard is accepted, withdraw cash from their account, pay bills online and contact toll-free customer service 24/7. Features like a mobile app, linked savings account, text and email alerts, and cash reload networks enhance the cardholder experience. Employees no longer need to pay check cashing fees in order to access their pay.
- **Access innovative online tools to help manage your pay card program**—The Focus Card program offers an easy-to-use administrative website where you can enroll employees, fund and update accounts, manage card inventory and view training modules. Robust program reports let you view and download reports and search for data using variable criteria.

2. **Trust and Escrow Agent Services:** The City may require trust and escrow agent services to hold letters of credit and other third party commercial documents. The bank will, in most cases, be required to take physical custody of these securities, notify the Parties of their expiration thirty days prior to termination of the agreement and accept renewal or replacement of instruments. The City may also require retainage accounts be maintained for contractors choosing to place retainage funds in an interest bearing account. Please describe and price out any trust and agency services your firm may offer.

Today, U.S. Bank is recognized as the top-tier provider custodian, in the middle market space, in the nation. More importantly, our dedicated local and regional client services professionals are proud to help our clients navigate today's complex regulatory and financial reporting landscape. These teams allow us to provide highly responsive, customized client service in the communities in which we live and work. U.S. Bank has been providing direct custody services for over 100 years through our Institutional Trust & Custody group. The timeline below highlights some of our most significant milestones.



We are very experienced in the municipal space and serve nearly 450 clients in this market segment. We administer over \$85 Billion in assets for clients similar to the City of Spokane.

As a full service custody bank, U.S. Bank is different from a broker, wire house, or even the smaller local bank that may use safekeeping or sub-custody relationships to hold assets. We are structured and our regulators acknowledge that all of the \$4 trillion in assets that U.S. Bank holds are the sole property of the clients that hire us. U.S. Bank is responsible for transparent reporting and we have no beneficial interest in those assets, nor do our creditors.

U.S. Bank Institutional Trust & Custody provides a team approach. A local, dedicated Relationship Manager, who works with your other banking partners to ensure a complete and coordinated delivery of services will be assigned. In addition, an Account Manager will be assigned, that will be responsible for the day-to-day transactions and administration.

In addition, these services are enhanced with our online system, Pivot, which provides authorized users with the ability to see securities, all transactions, including income and security transactions. This system will also provide the user with real-time holdings, including the ability to see holdings and transactions for the prior 16 months. We also deliver our statements to this online system for electronic retrieval (paper copies can be mailed upon request).

The proposed fee schedule is as follows:

Fee Description	Fee Charged
Administrative Fees:	\$1,500 set up if entity requires extensive contract negotiation
Issue Holding Fees:	N/A
Market Value Charges:	.5bps/first \$500mm .33bps/next \$500mm .25 bps above \$1b
Minimum Annual Fee	\$7,500
Transactions:	Included
Purchases	Included
Sales	Included
Maturities/Calls	Included

If the City chooses to engage U.S. Bank N.A. as Escrow agent for any Escrow Services as they relate to Document Escrows or Contractor Retainage Escrows U.S. Bank N.A. Global Corporate Trust Services (GCTS) would charge \$500.00 per escrow. If the City was to engage U.S. Bank N.A. GCTS on any new debt issuance as Fiscal Agent then the pricing set forth in the Washington State Fiscal Agent Contract would be followed.

3. **Courier Services:** The City may require courier service to and from City Hall a minimum of once a day to deliver and pick-up account reports, debit/credit memos, and any other essential documents arising from this contract. Please describe and price out any courier services your firm may offer.

U.S. Bank does not provide courier services. We will work with your preferred provider.

4. **Check writing services:** the City of Spokane would consider having the bank print and mail the checks written on the city's bank account. Please describe any services you provide that might address this task.

U.S. Bank Check Payables is an efficient and secure solution for outsourcing the printing and mailing of paper checks, intended to reduce risk and improve fraud prevention.

- **Cost-effective Process**—Outsourcing check printing to U.S. Bank reduces the City's check stock and storage expenses. With the Check Payables service, the City's internal administrative paperwork, processing time and staff expenses are also reduced.
- **Print and Insert Brochures**—The City may request customized brochures be printed and placed in the mailing or pre-printed brochures can be included as well.
- **Shipping Options**—Several shipping methods are available for each check produced. First Class mail, foreign mail, Federal Express or UPS. Checks can be mailed directly from our print location or can be sent to the customer for mailing.
- **Flexible Formats**—U.S. Bank accepts industry standards such as ANSI X12, BAI and XML as well as proprietary flat files. Files can be transmitted to U.S. Bank directly from the City or their third-party data processor such as a VAN. This flexibility makes it easy for the City to use U.S. Bank's Check Payables service.
- **Fraud Prevention Measures**—The same day that checks are issued, a data file with checks issued information will automatically update the U.S. Bank Positive Pay and, if applicable, Account Reconciliation system for the City. This reduces the City's exposure to check fraud.
- **Check Stock Security Features**—Printed watermark on backer, micro-print border, void pantograph and thermo sensitive ink padlock on the check face are some of the many security features built into the check stock U.S. Bank uses for the Check Payables service. These design features give a customer another layer of risk and fraud protection.

5. Safekeeping Services for the City of Spokane's investment program.

The U.S. Bank Money Center provides a full range of fixed income products to help you discover a portfolio that works for you. Serving U.S. Bank government clients worldwide, our representatives work closely with you to maximize your investment relationship.

Our representatives are experienced professionals. We work with you to understand your investment philosophy, share market trends and emerging solutions and customize investment products that meet your investment strategies while complying with state statutes.

Diversification allows you to spread credit exposure across different issuers and trading flexibility allows you to schedule payments to meet your cash flow needs. The City can invest the way you want (automated sweeps, phone, email or online). At this time, we are not offering automated sweeps, but do foresee them becoming available again in the near future.

Custom Solutions to meet your investment strategy include:

- U.S. Bank Certificates of Deposit
- U.S. Bancorp Commercial Paper
- U.S. Bank. Commercial Paper
- U.S. Bank. Bankers' Acceptance
- United States Treasury Securities
- Federal Government Agency Securities
- Secondary Market Commercial Paper
- Certificate of Deposit Account Registry Service (CDARS)
- U.S. Bank Money Market Deposit Account (MMDA)

The City can efficiently manage cash with our online investment portal. SinglePoint provides an easy-to-use online capability to initiate and track trades. It also provides a highly flexible way to generate standard and customized reports showing Money Center account activity.

U.S. Bank Treasury Operations provides complete safekeeping and bond accounting services.

- Monthly statements
- Portfolio accounting (provides comprehensive customized reports)
- Direct deposit to U.S. Bank accounts
- Pledging, interest and maturity notices
- SinglePoint Access
- Toll-Free Safekeeping Hotline: 800.236.4221 (Fax: 612. 303.0202)—Callers will be presented with the following seven options. Each option will bring you directly to a subject matter expert.
- **Option 1**—Audit Verifications, Duplicate Reports, Lost/Stolen Inquiries
- **Option 2**—Pledges
- **Option 3**—Outside Trade Settlements
- **Option 4**—Principal & Interest
- **Option 5**—Application Process, including Money Center and Safekeeping Documents
- **Option 6**—Web or Internet Reporting questions
- **Option 7**—All other questions or issues

Attachment 2 – Banking Activity Pricing Sheet

Pricing Disclaimer

The pricing quoted in this proposal is effective for **120 days** following the submission of this proposal. The terms of this bid, if accepted will be in effect for the contract period. Either party may terminate the Banking Services at any time upon 120 days prior written notice.

Prices quoted in this proposal are only for those Treasury Management & Merchant Card Services requested within this RFP. Any modified or additional Treasury Management Services will be separately priced at the time of request. Additional prices quoted are valid for 90 days following receipt by the Agency, after which they may be subject to change by U.S. Bank.

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

U.S. Bank Offer

As part of our proposal we have considered the banking services required by the City. In addition to the competitive relationship pricing presented in our proposal, U.S. Bank would also like to include the following:

- Five years of competitive, fixed pricing with an option to renew.---
- \$6,000 earnings credit bonus to retain a long term relationship between the Bank and the City.¹
- An earnings credit floor rate of 0.22% for balances of up to \$40,000,000 for the term of the contract.²

Comprehensive Pricing Proposal

For the City's reference, on the following pages we provide:

- **City of Spokane's Attachment 2 Banking Activity Pricing Sheet**
- U.S. Bank Sample Pricing Pro Forma Statement for the **Required Services** stated within this proposal. incorporating the City's stated volumes and our proposed pricing structure
- U.S. Bank Sample Pricing Pro Forma Statement for including **Additional Recommended Services**. incorporating the City's stated volumes and our proposed pricing structure
- U.S. Bank Comprehensive Pricing Disclosure of services corresponding to recommendations included in this proposal

¹ The \$100,000 is the maximum dollar amount of fee waivers associated with the implementation/setup/training & equipment fees for the Agency to transition your banking services to U.S. Bank. These fees must be from the account analysis statement.

² Any balances above the \$40,000,000 will be re-evaluated for earnings credit.rate. We are using this as a target and not a hard cap for the City's operational balances. The amount listed well exceeds the historical balances the City keeps in the accounts. We are encouraging our clients to invest their excess balances and not use them to offset services at this time.

City of Spokane
RFP 4249-16
Attachment 2-Banking Activity Pricing Sheet

Description	2015 Actual Annual Activity	Projected Monthly Activity	Per Item Cost	Monthly Cost	Annual Cost
<u>DEPOSITORY SERVICES</u>					
ACCOUNT MAINTENANCE	288	24	\$ 4.00000	\$ 96.00	\$ 1,152.00
PAPER CREDITS	6,446	537	\$ 0.15000	\$ 80.55	\$ 966.90
ELECTRONIC CREDITS	11,873	989	\$ 0.10000	\$ 98.90	\$ 1,187.30
PAPER DEBITS	1,029	86	\$ 0.05000	\$ 4.30	\$ 51.45
ELECTRONIC DEBITS	3,966	331	\$ 0.04000	\$ 13.24	\$ 158.64
REJECT CHECKS PAID	106	9	\$ -	\$ -	\$ -
DEPOSITED ITEM-ON-US	37,548	3,129	\$ 0.02500	\$ 78.23	\$ 938.70
DEPOSITED ITEM-LOCAL	0	0	\$ -	\$ -	\$ -
DEPOSITED ITEM- REGIONAL	0	0	\$ -	\$ -	\$ -
DEPOSITED ITEM-TRANSIT	319,419	26,618	\$ 0.03000	\$ 798.54	\$ 9,582.57
PREENC DEP ITEM ON-US	0	0	\$ -	\$ -	\$ -
PREENC DEP ITEM LOCAL	0	0	\$ -	\$ -	\$ -
PREENC DEP ITEM REGIONAL	0	0	\$ -	\$ -	\$ -
PREENC DEP ITEM TRANSIT	0	0	\$ -	\$ -	\$ -
REJECTED PRENCODED DEP ITEM	1,108	92	\$ 0.35000	\$ 32.20	\$ 387.80
RETURNED DEPOSITED ITEMS	289	24	\$ 1.00000	\$ 24.00	\$ 289.00
RETURNED ITEM MAINTENANCE:	0	0	\$ -	\$ -	\$ -
FIRST	12	1	\$ 10.00000	\$ 10.00	\$ 120.00
NEXT	120	10	\$ 5.00000	\$ 50.00	\$ 600.00
REDEPOSITED RETURNED ITEM	323	27	\$ 0.75000	\$ 20.25	\$ 242.25
RETURNED ITEM FAX NOTIFICATION	0	0	\$ -	\$ -	\$ -
RETURNED ITEM FAX COPIES	0	0	\$ -	\$ -	\$ -
RETURNED ITEM IMAGE COPIES	0	0	\$ -	\$ -	\$ -
RETURN ITEM IMAGE VIEWED	351	29	\$ 0.10000	\$ 2.90	\$ 35.10
DEPOSIT COVERAGE-per 1,000	1,330,653	110,888	\$ 0.12075	\$ 13,389.73	\$ 160,676.35
SNAPSHOT STATEMENT/COPY	2	0	\$ 10.00000	\$ -	\$ 20.00
CHECK FILTER SETUP	0	0	\$ -	\$ -	\$ -
CHECK FILTER MONTHLY MAINT	36	3	\$ -	\$ -	\$ -
MANUAL STOP PAYMENT-24 MO	3	0	\$ 35.00000	\$ -	\$ 105.00
CHECK FILTER ITEM RETURNED	0	0	\$ -	\$ -	\$ -
FAX FEE	0	0	\$ -	\$ -	\$ -
COPY OF CHECK/DEPOSIT TICKET	1	0	\$ 6.00000	\$ -	\$ 6.00
RELATED ACCT TRANSFERBY PHONE	0	0	\$ -	\$ -	\$ -
NEG COLL BALANCE	456,073	38,006	Variable Rate		
<u>ACCOUNT RECONCILEMENT SERVICES</u>					
FULL/POS PAY MAINT	24	2	\$ 20.00000	\$ 40.00	\$ 480.00
FULL/POS PAY-PER ITEM	24,864	2,072	\$ 0.04000	\$ 82.88	\$ 994.56
ARP FULL MAINTENANCE	0	0	\$ -	\$ -	\$ -
SP POSITIVE PAY ONLY MAINTENANCE	36	3	\$ 20.00000	\$ 60.00	\$ 720.00
SP POSITIVE PAY ONLY- PER ITEM	366	31	\$ 0.02000	\$ 0.62	\$ 7.32
SP CHECKS RETURNED	5	0	\$ 25.00000	\$ -	\$ 125.00
SP ISSUE/CANCEL INPUT	540	45	\$ 0.25000	\$ 11.25	\$ 135.00
SP POSITIVE PAY EXCEPTIONS	14	1	\$ 1.00000	\$ 1.00	\$ 14.00
SP ISSUE MAINT UPLOAD- PER F	193	16	\$ 5.00000	\$ 80.00	\$ 965.00
SP ISSUE MAINT CONFIRM=PER FIL	340	28	\$ 1.00000	\$ 28.00	\$ 340.00
SP ARP RECON REPORT-PER ITEM	36,829	3,069	\$ 0.02000	\$ 61.38	\$ 736.58

City of Spokane
RFP 4249-16
Attachment 2-Banking Activity Pricing Sheet

Description	2015 Actual Annual Activity	Projected Monthly Activity	Per Item Cost	Monthly Cost	Annual Cost
SP ARP RECON REPORTS MAINT	24	2	\$ 10.00000	\$ 20.00	\$ 240.00
RECON PRINTING/MAILING FEE	24	2	\$ 15.00000	\$ 30.00	\$ 360.00
SP ARP DAILY OUTSTANDING MAINT	24	2	\$ 10.00000	\$ 20.00	\$ 240.00
SP ARP DAILY OUTSTANDING ITEM	223,839	18,653	\$ 0.02000	\$ 373.06	\$ 4,476.78
TRANSMISSION INPUT	315	26	\$ 15.00000	\$ 390.00	\$ 4,725.00
ARP TRANSMISSION OUTPUT	504	42	\$ 5.00000	\$ 210.00	\$ 2,520.00
ARP TRANSMISSION PER ITEM	24,877	2,073	\$ 0.01500	\$ 31.10	\$ 373.16
ARP SPECIAL TRANSM FORMAT	24	2	\$ -	\$ -	\$ -
ARP SAFEKEEPING-PER ITEM	0	0	\$ -	\$ -	\$ -
DAILY PAID LIST MAINT	24	2	\$ 45.00000	\$ 90.00	\$ 1,080.00
DAILY PAID LIST ITEMS	24,864	2,072	\$ 0.01500	\$ 31.08	\$ 372.96
PAYEE POSITIVE PAY-PER ITEM	25,203	2,100	\$ 0.02000	\$ 42.00	\$ 504.06
SP PAYEE POS PAY EXCEPTIONS	54	5	\$ 2.00000	\$ 10.00	\$ 108.00
SP CURRENT DAY DETAIL-ACCT					
FIRST	12	1	\$ 7.00000	\$ 7.00	\$ 84.00
NEXT	300	25	\$ 5.00000	\$ 125.00	\$ 1,500.00
SP CURRENT DAY PER ITEM DET	31,872	2,656	\$ 0.02000	\$ 53.12	\$ 637.44
SP CURRENT DAY PER ITEM SUM	76,113	6,343	\$ 0.02000	\$ 126.86	\$ 1,522.26
SP CURRENT DAY ACH ADDENDA	12	1	\$ 30.00000	\$ 30.00	\$ 360.00
SP PREVIOUS DAY DETAIL-ACCT	0	0	\$ -	\$ -	\$ -
FIRST	12	1	\$ 7.00000	\$ 7.00	\$ 84.00
NEXT	300	25	\$ 5.00000	\$ 125.00	\$ 1,500.00
SP PREVIOUS DAY PER ITEM DET	29,469	2,456	\$ 0.02000	\$ 49.12	\$ 589.38
SP PREVIOUS DAY PER ITEM SUM	78,624	6,552	\$ 0.02000	\$ 131.04	\$ 1,572.48
ACCOUNT ANALYSIS REPORT PDF	12	1	\$ 1.00000	\$ 1.00	\$ 12.00
MONTHLY DDA STATEMENT PDF	168	14	\$ 1.00000	\$ 14.00	\$ 168.00
ACH RETURN AND NOC REPORT	0	0	\$ -	\$ -	\$ -
FIRST	12	1	\$ 2.00000	\$ 2.00	\$ 24.00
NEXT	12	1	\$ 1.00000	\$ 1.00	\$ 12.00
EDI REMITTANCE REPORT	48	4	\$ -	\$ -	\$ -
SP TOKEN MONTHLY MAINTENANCE	114	10	\$ -	\$ -	\$ -
SP ACCOUNT ADD/MODIFY/DELETE	0	0	\$ -	\$ -	\$ -
PREVIOUS DAYXMIT NO MAINT	180	15	\$ 5.00000	\$ 75.00	\$ 900.00
PREV DAY XMIT-PER TRANSMIT	252	21	\$ 2.00000	\$ 42.00	\$ 504.00
PREVIOUS DAY XMIT-PER ITEM	84,228	7,019	\$ 0.02000	\$ 140.38	\$ 1,684.56
CURRENT DAY XMIT MO MAINT	180	15	\$ 5.00000	\$ 75.00	\$ 900.00
CURRENT DAY XMIT-PER XMIT	252	21	\$ 5.00000	\$ 105.00	\$ 1,260.00
CURRENT DAY XMIT-PER ITEM	79,213	6,601	\$ 0.02000	\$ 132.02	\$ 1,584.26
SP BOOK TRANSFER MO MAINTENANCE	0	0	\$ -	\$ -	\$ -
FIRST	12	1	\$ 5.00000	\$ 5.00	\$ 60.00
NEXT	144	12	\$ -	\$ -	\$ -
SP BOOK TRANSFER-PER TRANSFER	274	23	\$ -	\$ -	\$ -
SP MOBILE MONTHLY MAINT	12	1	\$ 10.00000	\$ 10.00	\$ 120.00
SP STOP PAYMENTS MO MAINTENANCE	0	0	\$ -	\$ -	\$ -
FIRST	12	1	\$ 10.00000	\$ 10.00	\$ 120.00
NEXT	36	3	\$ -	\$ -	\$ -

City of Spokane
RFP 4249-16
Attachment 2-Banking Activity Pricing Sheet

Description	2015 Actual Annual Activity	Projected Monthly Activity	Per Item Cost	Monthly Cost	Annual Cost
SP STOP PAYMENTS -PER STOP	1	0	\$ 8.00000	\$ -	\$ 8.00
SP STOP PAYMENTS- PER REVOKE	0	0	\$ -	\$ -	\$ -
SP ACH ORIGATION MO MAINT	12	1	\$ 42.00000	\$ 42.00	\$ 504.00
SP ACH MONTHLY MAINTENANCE	0	0	\$ -	\$ -	\$ -
SP ACH ADJUSTMENT MO MAINTENANCE	12	1	\$ -	\$ -	\$ -
SP ACH ADJUSTMENT REQUEST	0	0	\$ -	\$ -	\$ -
SP WIRE MONTHLY MAINTENANCE	12	1	\$ 7.00000	\$ 7.00	\$ 84.00
SP ACCOUNT RECON MONTHLY MAINT	12	1	\$ -	\$ -	\$ -
SP POSITIVE PAY MONTHLY MAINT	60	5	\$ -	\$ -	\$ -
SP ISSUE MAINT MO MAINTENANCE	60	5	\$ -	\$ -	\$ -
SP IMAGE MONTHLY ACCT MAINT	300	25	\$ 7.00000	\$ 175.00	\$ 2,100.00
SP EXTERNAL MESSAGE MO MAINT	0	0	\$ -	\$ -	\$ -
FIRST	120	1	\$ -	\$ -	\$ -
NEXT	58	14	\$ 5.00000	\$ 70.00	\$ 290.00
SP EXTERNAL USER MESSAGE SENT	17	1	\$ -	\$ -	\$ -
SP EXTERNAL USER TASK SENT	248	21	\$ -	\$ -	\$ -
<u>WIRE TRANSFERS</u>					
WIRE MONTHLY PIN MAINTENANCE	12	1	\$ 2.00000	\$ 2.00	\$ 24.00
INCOMING FED WIRE	1	0	\$ 3.50000	\$ -	\$ 3.50
INTERNAL WIRE CREDIT	32	3	\$ 2.00000	\$ 6.00	\$ 64.00
VOICE FEDWIRE NON-REPETITIVE	0	0	\$ -	\$ -	\$ -
INCOMING FEDWIRE CTP	79	7	\$ -	\$ -	\$ -
CANCELLED OUTGOING WIRE	7	1	\$ 2.00000	\$ 2.00	\$ 14.00
SP FEDWIRE REPETITIVE	0	0	\$ 2.00000	\$ -	\$ -
SP FEDWIRE NON-REPETITIVE	35	3	\$ 2.00000	\$ 6.00	\$ 70.00
SP INTERNAL	4	0	\$ 7.00000	\$ -	\$ 28.00
SP TAX PAYMENT	0	0	\$ -	\$ -	\$ -
SP INTL USD NON-REPETITIVE	0	0	\$ -	\$ -	\$ -
WIRE ADVICE MAIL	0	0	\$ -	\$ -	\$ -
<u>ZERO BALANCE ACCOUNTS</u>					
ZBA LEAD	24	2	\$ 5.00000	\$ 10.00	\$ 120.00
ZBA SUBSIDIARY	132	11	\$ 2.00000	\$ 22.00	\$ 264.00
<u>CONTROLLED DISBURSEMENT</u>					
CONTROLLED DISB-FIXED	24	2	\$ -	\$ -	\$ -
CONTROLLED DISB-PER ITEM	24,865	2,072	\$ 0.05000	\$ 103.60	\$ 1,243.25
<u>IMAGE SERVICES</u>					
SP WEB IMAGES RETRIEVED	0	0	\$ -	\$ -	\$ -
IMAGE ACCESS IMGs RETRIEVED - First 10	164	10	\$ -	\$ -	\$ -
IMAGE ACCESS IMGs RETRIEVED - OVER 10	164	4	\$ 2.00000	\$ 8.00	\$ 328.00
CKS PD IMG ITEM STORED	25,623	2,135	\$ 0.03500	\$ 74.73	\$ 896.81
DEP ITMS IMG PER ITEM STORED	361,760	30,147	\$ 0.03500	\$ 1,055.15	\$ 12,661.60
SP SHORT TERM IMGs RETRIEVED	12	1	\$ 2.00000	\$ 2.00	\$ 24.00
SP ITEM DEP IMAGES RETRIEVED	0	0	\$ -	\$ -	\$ -

City of Spokane
RFP 4249-16
Attachment 2-Banking Activity Pricing Sheet

Description	2015 Actual Annual Activity	Projected Monthly Activity	Per Item Cost	Monthly Cost	Annual Cost
<u>ACH SERVICE</u>					
ACH MONTHLY MAINTENANCE	36	3	\$ 35.00000	\$ 105.00	\$ 1,260.00
ACH ORGINATED ADDENDA ITEM	1,505	125	\$ 0.01000	\$ 1.25	\$ 15.05
ACH PROCESS RUN	434	36	\$ 2.00000	\$ 72.00	\$ 868.00
ACH ORIG TRANSIT ITEM	139,144	11,595	\$ 0.02000	\$ 231.90	\$ 2,782.88
ACH ORGINATED ON-US ITEM	10,484	874	\$ 0.02000	\$ 17.48	\$ 209.68
ACH FILE CONFIRMATION EMAIL	1,180	98	\$ 0.50000	\$ 49.00	\$ 590.00
ACH RECEIVED ITEM	4,110	343	\$ 0.07000	\$ 24.01	\$ 287.70
ACH DIRECT SETUP	0	0	\$ -	\$ -	\$ -
ACH BLOCK MTHLY MAINT-PER ACCT	24	2	\$ 10.00000	\$ 20.00	\$ 240.00
ACH FILTER MTHLY MAINT	12	1	\$ 10.00000	\$ 10.00	\$ 120.00
ACH RETURN-PER ITEM	196	16	\$ 1.50000	\$ 24.00	\$ 294.00
ACH NOTIFICATION OF CHANGE	103	9	\$ 1.00000	\$ 9.00	\$ 103.00
ACH RETURN/NOC ELECTRONIC	299	25	\$ -	\$ -	\$ -
ACH RETURN/NOC FAXED	191	16	\$ -	\$ -	\$ -
ACH RETURN/NOC MAILED	0	0	\$ -	\$ -	\$ -
ACH ITEM ADJUSTMENT REQUEST	0	0	\$ -	\$ -	\$ -
ACH FILEADJUSTMENT REQUEST	1	0	\$ 17.00000	\$ -	\$ 17.00
SP ACH ON-US ITEM	84	7	\$ 0.02000	\$ 0.14	\$ 1.68
SP ACH TRANSIT ITEM	53	4	\$ 0.02000	\$ 0.08	\$ 1.06
SP ACH PROCESS RUN	37	3	\$ 2.00000	\$ 6.00	\$ 74.00
SP ACH RTN ITEM	0	0	\$ -	\$ -	\$ -
ACH REMITTANCE MONTHLY MAINT	0	0	\$ -	\$ -	\$ -
FIRST	12	1	\$ 42.00000	\$ 42.00	\$ 504.00
NEXT	36	3	\$ 32.00000	\$ 96.00	\$ 1,152.00
<u>BRANCH COIN/CURRENCY SERVICES</u>					
CASH DEPOSITED-PER \$100	3,127	261	\$ 0.04000	\$ 10.44	\$ 125.08
COIN DEPOSITED- PER ROLL	20	2	\$ 0.14000	\$ 0.28	\$ 2.80
LOOSE CURRENCY ORDERED/\$100	275	23	\$ 0.10000	\$ 2.30	\$ 27.50
CURRENCY ORDERED- PER STRAP	22	2	\$ 0.65000	\$ 1.30	\$ 14.30
COINS ROLLS ORDERED- PER ROLL	425	35	\$ 0.08000	\$ 2.80	\$ 34.00
COINS ROLLS ORDERED- PER BOX	0	0	\$ -	\$ -	\$ -
NIGHT DEP PROCESSING- PER DEP	63	5	\$ 1.25000	\$ 6.25	\$ 78.75
BRANCH DEPOSIT PROCESSING FEE	200	17	\$ 1.25000	\$ 21.25	\$ 250.00
<u>CVS COIN/CURRENCY</u>					
CASH DEP-PER \$100-SPOKANE	82,393	6,866	\$ 0.05000	\$ 343.30	\$ 4,119.65
CASH VAULT DEPOSIT-SPOKANE	6,099	508	\$ 0.15000	\$ 76.20	\$ 914.85
COIN BAGS DEPOSITED-SPOKANE	5,008	417	\$ 2.00000	\$ 834.00	\$ 10,016.00
LOOSE COIN DEPOSITED- SPOKANE	3	0	\$ -	\$ -	\$ -
COIN DEP ADJUSTMENT-SPOKANE	48	4	\$ -	\$ -	\$ -
INDIVIDUAL COIN ROLLS-SPOKANE	4,029	336	\$ 0.08000	\$ 26.88	\$ 322.32
BOX COIN ORDERS- SPOKANE	19	2	\$ 4.75000	\$ 9.50	\$ 90.25
CURR ORDERED-PER STRAP-SPOKANE	1,248	104	\$ 0.30000	\$ 31.20	\$ 374.40
STD CASH ORDERS-SPOKANE	24	2	\$ 0.30000	\$ 0.60	\$ 7.20
NON STD CASH ORDERS-SPOKANE	210	18	\$ 0.30000	\$ 5.40	\$ 63.00
LATE CASH ORDER- SPOKANE	4	0	\$ 15.00000	\$ -	\$ 60.00

City of Spokane
RFP 4249-16
Attachment 2-Banking Activity Pricing Sheet

Description	2015 Actual Annual Activity	Projected Monthly Activity	Per Item Cost	Monthly Cost	Annual Cost
COIN WRAPPERS/BOX-SPOKANE	0	0	\$ -	\$ -	\$ -
MAILED RECEIPTS-SPOKANE	547	46	\$ -	\$ -	\$ -
FOREIGN CURR DEPOSITED-SPOKANE	0	0	\$ -	\$ -	\$ -
<u>E-LOCKBOX</u>					
E-LOCKBOX MAINTENANCE	12	1	\$ 75.00000	\$ 75.00	\$ 900.00
ELBX ELECTRONIC PYMT RB ITEM	145,657	12,138	\$ 0.07000	\$ 849.66	\$ 10,195.99
ELBX MANUAL NOC ITEM	0	0	\$ -	\$ -	\$ -
ELBX DATA TRANSMISSION OUTPUT	252	21	\$ 2.00000	\$ 42.00	\$ 504.00
E-LOCKBOX TRANSL PAYMENT	0	0	\$ -	\$ -	\$ -
<u>INTERNATIONAL BANKING</u>					
PRE-ENCODE CAD/USD ITEM	0	0	\$ -	\$ -	\$ -
UN-ENCODE CAD/USD ITEM	19	2	\$ 4.00000	\$ 8.00	\$ 76.00
CANADIAN (CAD) CHECK DEPOSITED	0	0	\$ -	\$ -	\$ -
<u>MISCELLANEOUS CHARGES</u>					
AUDIT CONFIRMS	0	0	\$ -	\$ -	\$ -
MERCHANT EQIP FEE	154	13	\$ 1.00000	\$ 13.00	\$ 154.47
INVOICE FEE	0		\$ -	\$ -	\$ -
Totals				\$ 22,230.43	\$ 266,812.62

PAYROLL		
	ANNUAL	MONTHLY
PAYROLL CHECKS	5,218	435
ACH PAYMENTS	56,108	4,676

ACCOUNTS PAYABLE		
	ANNUAL	MONTHLY
NUMBER OF CHECKS	17,472	1,456
DOLLAR VOLUME	\$ 166,313,684	\$ 13,859,473.68
NUMBER OF ACH PMNTS	6,123	510
DOLLAR VOLUME	\$ 154,079,773	\$ 12,839,981.09
PURCHASING CARD TRANSACTIONS	21,683	1,807
DOLLAR VOLUME	\$ 4,833,408	\$ 402,784
TRAVEL CARD TRANSACTIONS	Not Available	Not Available
DOLLAR VOLUME	\$ 498,307	\$ 41,526

Accounts Payable Total

Month	Total Count	Total Amount (all modes of payment)
January	3999	\$25,572,018.07
February	3231	\$23,994,969.96
March	3445	\$23,518,806.84
April	3841	\$26,573,948.33
May	3527	\$30,318,633.63
June	3784	\$23,533,255.24
July	4188	\$26,364,362.49
August	3714	\$28,744,397.74
September	3951	\$29,015,904.53
October	3862	\$28,999,847.76
November	3566	\$25,206,855.43
December	4170	\$33,383,865.61
	45,278	\$325,226,865.63

- \$0.00

Checks - Accounts Payable

Checks	
Month	Count Amount

January	1764	\$14,891,758.35	58%	100%
February	1251	\$11,250,311.14	47%	100%
March	1231	\$12,075,524.47	51%	100%
April	1604	\$14,512,186.01	55%	100%
May	1434	\$20,236,119.27	67%	100%
June	1446	\$13,158,997.34	56%	100%
July	1840	\$15,455,690.01	59%	100%
August	1525	\$16,328,816.20	57%	100%
September	1644	\$12,776,327.80	44%	100%
October	1155	\$14,266,157.46	49%	100%
November	1211	\$10,468,505.67	42%	100%
December	1367	\$10,893,290.49	33%	100%
	17,472	\$166,313,684.21		

45,278 \$325,226,865.63

ACH - Accounts Payable

ACH		
Month	Count	Amount

January	402	\$10,284,183.98	40%
February	380	\$12,365,995.58	52%
March	386	\$11,043,411.87	47%
April	437	\$11,568,838.49	44%
May	442	\$9,767,408.31	32%
June	464	\$9,975,439.58	42%
July	508	\$10,547,064.68	40%
August	476	\$12,025,518.93	42%
September	571	\$15,839,579.68	55%
October	620	\$14,329,846.34	49%
November	635	\$14,337,788.10	57%
December	802	\$21,994,697.54	66%
	6,123	\$154,079,773.08	

Purchasing Card-Accounts Payable

Credit Card		
Month	Count	Amount

January	1833	\$396,075.74	2%
February	1600	\$378,663.24	2%
March	1828	\$399,870.50	2%
April	1800	\$492,923.83	2%
May	1651	\$315,106.05	1%
June	1874	\$398,818.32	2%
July	1840	\$361,607.80	1%
August	1713	\$390,062.61	1%
September	1736	\$399,997.05	1%
October	2087	\$403,843.96	1%
November	1720	\$400,561.66	2%
December	2001	\$495,877.58	1%
	21,683	\$4,833,408.34	



Account Analysis & Billing

Proforma Account Analysis

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August 26, 2016

CITY OF SPOKANE

Consolidated Analysis Summary

Lead Account Number	153595286060
Earnings Credit Rate	0.370%
Negative Collected Rate	7.50%
Current Month Multiplier	3,243.24
Settlement Frequency	QUARTERLY

Balance Summary

Average Collected Balance	=	110,888,000.00
Average Negative Collected	\$	(38,006.00)
Average Positive Collected Balance	\$	110,926,006.00

Settlement Analysis

Collected Balance Available for Earnings Credit Services	=	110,926,006.00
Earnings Credit @ 0.37%		34,202.19
Earnings Credit Based Service Charges	-	22,214.36
Current Month Surplus/(Deficit) Position	=	11,987.82
Net Service Charges	\$	-

AFP	Service	Volume	Unit Price	Total Price	Collected Balance Required
	Depository Services				
010000	Account Maintenance	24	\$ 4.00	\$ 96.00	\$ 311,351
010101	Paper Credits	537	\$ 0.15	\$ 80.55	\$ 261,243
010101	Electronic Credits	989	\$ 0.10	\$ 98.90	\$ 320,757
010100	Paper Debits	86	\$ 0.05	\$ 4.30	\$ 13,946
010100	Electronic Debits	331	\$ 0.04	\$ 13.24	\$ 42,941
150101	Rejected Checks Paid				
150101	For First 50 Per Acct	9	\$ 0.00	\$ -	
150101	For Over 50 Per Acct		\$ 0.60	\$ -	
100220	Deposited Item - On-Us	3,129	\$ 0.025	\$ 78.23	\$ 253,703
100224	Deposited Item - Transit	26,618	\$ 0.03	\$ 798.54	\$ 2,589,859
100210	Lockbox Deposited Item - On-Us		\$ 0.015		
100214	Lockbox Deposited Item - Transit		\$ 0.02		
100230	Rejected Preencoded Deposited Item	92	\$ 0.35	\$ 32.20	\$ 104,432
100400	Returned Deposited Item - per Item	24	\$ 1.00	\$ 24.00	\$ 77,838
100405	Returned Deposited Item Maintenance - per Month				



Proforma Account Analysis

Page 2 of 7

Account Analysis & Billing

AFP	Service	Volume	Unit Price	Total Price	Collected Balance Required
100405	For First 1	1	\$ 10.00	\$ 10.00	\$ 32,432
100405	For Over 1	10	\$ 5.00	\$ 50.00	\$ 162,162
100402	Returned Deposited Item Redeposited - per Item	27	\$ 0.75	\$ 20.25	\$ 65,676
100411	Returned Deposited Item Fax Notification - per Day		\$ 0.00		
100411	Returned Deposited Item Duplicate Advice Faxed - per Fax		\$ 0.00		
100401	Returned Dep Item Image Copy of Returned Item - per Item		\$ 0.00		
100403	Returned Deposited Item Image Retrieved - per Item	29	\$ 0.10	\$ 2.90	\$ 9,405
000230	Deposit Coverage	110,888	\$ 0.12075	\$ 13,389.73	\$ 43,426,138
010320	Snapshot Statement/Copy of Statement	1	\$ 10.00	\$ 10.00	\$ 32,432
150240	Check Filter Monthly Maintenance	3	\$ 0.00	-	
150420	Stop Payment 24 Months - Manual	1	\$ 35.00	\$ 35.00	\$ 113,514
010600	Account Inquiries By Phone		\$ 0.00		
159999	Fax Fee		\$ 0.40		
151342	Copy of Check or Deposit Ticket	1	\$ 6.00	\$ 6.00	\$ 19,459
000210	Charge for Neg Coll Balance	\$ 237.54	1	\$ 237.54	\$ 770,392
	Subtotal Depository Services			\$ 14,987.37	\$ 48,607,682
	Account Reconciliation Services				
150030	Full Positive Pay Monthly Maintenance		\$ 0.00		
150030	For First 1 Per Acct	2	\$ 20.00	\$ 40.00	\$ 129,730
150030	Each Additional Reconciliation per Cycle Over 1 Per Acct		\$ 15.00	-	
150030	N/A		\$ 0.00	-	
150120	Full/Positive Pay - per Item	2,072	\$ 0.04	\$ 82.88	\$ 268,800
200010	Full Reconciliation Maintenance		\$ 0.00		
200010	For First 1 Per Acct		\$ 20.00		
200010	Each Additional Reconciliation per Cycle Over 1 Per Acct		\$ 20.00		
150030	Positive Pay Only Monthly Maintenance - per Account	3	\$ 20.00	\$ 60.00	\$ 194,595
150120	Positive Pay Only - per Item	31	\$ 0.02	\$ 0.62	\$ 2,011
150322	SPT Checks Returned - per Item - Pos Pay and RPP	1	\$ 25.00	\$ 25.00	\$ 81,081
151352	Positive Pay Image Retrieval - per Item	8	\$ 0.00	-	
20020B	SinglePoint Issue/Cancel Input - per Item	45	\$ 0.25	\$ 11.25	\$ 36,486
150310	SinglePoint Positive Pay Exceptions - per Item	1	\$ 1.00	\$ 1.00	\$ 3,243
20020B	SinglePoint File Upload - per Account - per File		\$ 0.00		
20020B	For First 5 Per Acct	5	\$ 5.00	\$ 25.00	\$ 81,081
20020B	For Over 5 Per Acct	11	\$ 5.00	\$ 55.00	\$ 178,378
159999	SinglePoint File Confirmation - per Confirm - per Account	28	\$ 1.00	\$ 28.00	\$ 90,811
200100	SPT ARP Recon Report - per Item	3,069	\$ 0.02	\$ 61.38	\$ 199,070
200306	SPT ARP Recon Reports Monthly Maintenance - per Account	2	\$ 10.00	\$ 20.00	\$ 64,865
151200	Recon Printing and Mailing Fee - per Cycle	2	\$ 15.00	\$ 30.00	\$ 97,297
200306	SP ARP Daily Outstanding Maint - per Account	2	\$ 10.00	\$ 20.00	\$ 64,865
200306	SP ARP Daily Outstanding Item	18,653	\$ 0.02	\$ 373.06	\$ 1,209,924
200201	ARP Transmission Input - per Transmission	26	\$ 15.00	\$ 50.00 ¹	\$ 162,162
200301	ARP Transmission Output - per Transmission	42	\$ 5.00	\$ 210.00	\$ 681,081
200301	ARP Transmission - per Item	2,073	\$ 0.015	\$ 31.10	\$ 100,849
209999	ARP Special Transmission Format - per Account	2	\$ 0.00	-	
150100	Daily Checks Paid File Monthly Maintenance - per Account	2	\$ 45.00	\$ 90.00	\$ 291,892
150100	Daily Checks Paid File - per Item	2,072	\$ 0.015	\$ 31.08	\$ 100,800



Proforma Account Analysis

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Account Analysis & Billing

AFP	Service	Volume	Unit	Price	Total	Collected
						Balance
						Required
150122	Payee Positive Pay Monthly Maintenance - per Account	3	\$	0.00	\$	-
151022	Payee Positive Pay - per Item	2,100	\$	0.02	\$	42.00
150122	Payee Positive Pay Exceptions - per Item	5	\$	2.00	\$	10.00
	Subtotal Account Reconciliation Services			\$	1,297.37	\$ 4,207,670
	EPay					
310000	Web Monthly Maintenance		\$	0.00		
310000	For First 1		\$	100.00		
310000	For Over 1		\$	50.00		
310000	Web and IVR Monthly Maintenance		\$	0.00		
310000	For First 1		\$	200.00		
310000	For Over 1		\$	200.00		
	Subtotal EPay			\$	-	
	SinglePoint					
400272	Current Day Summary and Detail Monthly Maintenance		\$	0.00		
400272	For First 1	1	\$	7.00	\$	7.00
400272	For Over 1	25	\$	5.00	\$	125.00
400272	Current Day Detail - per Item	2,656	\$	0.02	\$	53.12
400272	Current Day Summary - per Item	6,343	\$	0.02	\$	126.86
409999	Current Day ACH Addenda Monthly Maintenance - per Ac	1	\$	30.00	\$	30.00
400272	Previous Day Summary and Detail Monthly Maintenance		\$	0.00		
400272	For First 1	1	\$	7.00	\$	7.00
400272	For Over 1	25	\$	5.00	\$	125.00
400272	Previous Day Detail - per Item	2,456	\$	0.02	\$	49.12
400272	Previous Day Summary - per Item	6,552	\$	0.02	\$	131.04
010407	Account Analysis Report TXT - per Customer		\$	0.00		
010407	For First 1		\$	1.00		
010407	For Over 1		\$	0.00		
409999	Account Analysis Report PDF - per Account		\$	0.00		
409999	For First 1	1	\$	1.00	\$	1.00
409999	For Over 1		\$	0.00	\$	-
010307	DDA Statement Report TXT - per Account		\$	1.00		
409999	DDA Statement Report PDF - per Account	14	\$	1.00	\$	14.00
250720	ACH Return and NOC Report - per Account		\$	0.00		
250720	For First 1	1	\$	2.00	\$	2.00
250720	For Over 1	1	\$	1.00	\$	1.00
250720	ACH Return and NOC Report	2	\$	0.00	\$	-
250720	ACH Received Item Report - per Account		\$	5.00		
300225	EDI Remittance Report - per Account	4	\$	0.00	\$	-
400800	Extend Retention - per Account - 60 Days		\$	5.00		
401020	Token Monthly Maintenance - per Token	10	\$	0.00	\$	-
400810	User Adds/Modifications/Deletes - per User		\$	0.00		
400810	Account Adds/Modifications/Deletes - per Account		\$	0.00		
400110	Prev Day Data Transmissions Monthly Maintenance - per Account		\$	0.00		
400110	For First 1	1	\$	5.00	\$	5.00
400110	For Over 1	14	\$	5.00	\$	70.00



Proforma Account Analysis

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Account Analysis & Billing

AFP	Service	Volume	Unit	Price	Total	Collected
					Price	Balance
						Required
400110	Previous Day Data Transmissions - per Transmission	21	\$	2.00	\$ 42.00	\$ 136,216
400232	Previous Day Data Transmissions - per Item	7,019	\$	0.02	\$ 140.38	\$ 455,286
400110	Current Day Data Transmissions Monthly Maintenance		\$	0.00		
400110	For First 1	1	\$	5.00	\$ 5.00	\$ 16,216
400110	For Over 1	14	\$	5.00	\$ 70.00	\$ 227,027
400110	Current Day Transmissions - per Transmit	21	\$	5.00	\$ 105.00	\$ 340,541
400110	Current Day Data Transmissions - per Item	6,601	\$	0.02	\$ 132.02	\$ 428,173
409999	Book Transfers Monthly Maintenance - per Customer		\$	0.00		
409999	For First 1	1	\$	5.00	\$ 5.00	\$ 16,216
409999	For Over 1	12	\$	0.00	-	
409999	Book Transfers - per Transfer	23	\$	0.00	-	
100600	Mobile SinglePoint Monthly Maintenance - per Customer	1	\$	10.00	\$ 10.00	\$ 32,432
999999	Cash Vault Monthly Maintenance - per Customer	1	\$	0.00	-	
150410	Stop Payment Monthly Maintenance - per Customer		\$	0.00		
150410	For First 1	1	\$	10.00	\$ 10.00	\$ 32,432
150410	For Over 1	3	\$	0.00	-	
150410	Stop Payment		\$	0.00		
150410	For First 10 Per Acct		\$	8.00		
150410	For Over 10 Per Acct		\$	8.00		
250000	SP ACH Origination Mo Maint - per Customer		\$	0.00		
250000	For First 1	1	\$	42.00	\$ 42.00	\$ 136,216
250000	For Over 1		\$	0.00	-	
250611	ACH Adjustments Monthly Maintenance - per Customer		\$	0.00		
250611	For First 1	1	\$	0.00	-	
250611	For Over 1		\$	0.00	-	
350000	Wire Transfer Monthly Maintenance - per Customer		\$	0.00		
350000	For First 1	1	\$	7.00	\$ 7.00	\$ 22,703
350000	For Over 1		\$	0.00	-	
150030	Positive Pay Monthly Maintenance	5	\$	0.00	-	
200201	Issue Maintenance Monthly Maintenance - per Customer		\$	0.00		
200201	For First 1	1	\$	0.00	-	
200201	For Over 1	4	\$	0.00	-	
151350	Image Access Monthly Maintenance - per Account	25	\$	7.00	\$ 175.00	\$ 567,568
409999	External Messaging Monthly Maintenance - per Customer		\$	0.00		
409999	For First 1	1	\$	0.00	-	
409999	For Over 1	14	\$	5.00	\$ 70.00	\$ 227,027
409999	External User Message Sent - per Email/Fax	1	\$	0.00	-	
409999	External User Task Sent - per Email/Fax	21	\$	0.00	-	
	Subtotal SinglePoint			\$	1,560.54	\$ 5,061,211
	Wire Transfers					
350000	Wire Monthly PIN Maintenance - per Customer	1	\$	2.00	\$ 2.00	\$ 6,486
350300	Incoming Fedwire		\$	3.50		
350123	Internal Domestic Wire Credit	3	\$	2.00	\$ 6.00	\$ 19,459
350300	Incoming Fedwire - CTP	7	\$	0.00	-	
350540	Cancelled Outgoing Wire	1	\$	2.00	\$ 2.00	\$ 6,486
350520	Drawdown Request Outbound		\$	2.00		
350100	SinglePoint Fedwire Repetitive		\$	2.00		



Proforma Account Analysis

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Account Analysis & Billing

AFP	Service	Volume		Unit Price		Total Price		Collected Balance Required
350104	SinglePoint Fedwire Non-Repetitive	3	\$	2.00	\$	6.00	\$	19,459
350700	SinglePoint International USD Repetitive		\$	20.00				
350700	SinglePoint International USD Non-Repetitive		\$	20.00				
350120	SinglePoint Internal Transfer	1	\$	7.00	\$	7.00	\$	22,703
350412	Wire Advice Mail		\$	0.00				
	Subtotal Wire Transfers				\$	23.00	\$	74,595
	Zero Balance Accounts							
010020	ZBA Lead Account	2	\$	5.00	\$	10.00	\$	32,432
010021	ZBA Subsidiary Accounts	11	\$	2.00	\$	22.00	\$	71,351
	Subtotal Zero Balance Accounts				\$	32.00	\$	103,784
	Controlled Disbursements							
150000	CD Monthly Maintenance - per Account	2	\$	0.00	\$	-		
150110	CD Checks Paid - per Item	2,072	\$	0.05	\$	120.00	\$	389,189
	Subtotal Controlled Disbursements				\$	120.00	\$	389,189
	Image Services							
151351	Image Access Paid Check Images - per Item Stored	2,135	\$	0.035	\$	74.73	\$	242,351
151351	Image Access Deposited Item Images - per Item Stored	30,147	\$	0.035	\$	1,055.15	\$	3,422,092
151350	Image Archive CD-ROM Monthly Maintenance - per Acct		\$	10.00				
151353	Image Archive CD-ROM - per CD-ROM		\$	5.00				
151355	Images Retrieved per Item							
151355	For First 10	10	\$	0.00	\$	-		
151355	For Over 10	4	\$	2.00	\$	8.00	\$	25,946
151352	Short Term Images - per Item Retrieved	1	\$	2.00	\$	2.00	\$	6,486
	Subtotal Image Services				\$	1,139.87	\$	3,696,876
	ACH Services							
250000	Monthly Maintenance - per Customer	3	\$	35.00	\$	35.00	¹ \$	113,514
250120	Addenda Item (no charge if originated through EDI) per A	125	\$	0.01	\$	1.25	\$	4,054
250501	Process Run - per Unique Company ID	36	\$	2.00	\$	72.00	\$	233,514
250102	Transit Item		\$	0.00				
250102	If 1 - 10000 Per Acct		\$	0.02	\$	-		
250102	If Over 10000 Per Acct	11,595	\$	0.02	\$	231.90	\$	752,108
250102	On-Us Item		\$	0.00				
250102	If 1 - 10000 Per Acct	874	\$	0.02	\$	17.48	\$	56,692
250102	If Over 10000 Per Acct		\$	0.02	\$	-		
259999	Confirmation via Fax - per Fax		\$	1.00				
259999	Confirmation via Email - per Email	98	\$	0.50	\$	49.00	\$	158,919
250202	Received Item - per Item	343	\$	0.07	\$	24.01	\$	77,870
251050	Block Monthly Maintenance - per Account	2	\$	10.00	\$	20.00	\$	64,865
251050	Filter Monthly Maintenance - per Account	1	\$	10.00	\$	10.00	\$	32,432
250302	Return - per Received Item	16	\$	1.50	\$	24.00	\$	77,838
251070	Notification of Change - per Item	9	\$	1.00	\$	9.00	\$	29,189



Proforma Account Analysis

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Account Analysis & Billing

AFP	Service	Volume	Unit Price	Total Price	Collected Balance Required
250401	Return and NOC via Fax - per Item	16	\$ 0.00	\$ -	
250640	Request - per Item	1	\$ 25.00	\$ 25.00	\$ 81,081
250641	Request - per Batch		\$ 17.00		
250642	Request - per File	1	\$ 17.00	\$ 17.00	\$ 55,135
250102	SinglePoint ACH On-Us Item	7	\$ 0.02	\$ 0.14	\$ 454
250102	SinglePoint ACH Transit Item	4	\$ 0.02	\$ 0.08	\$ 259
250505	SinglePoint ACH Process Run - per Unique Company ID	3	\$ 2.00	\$ 6.00	\$ 19,459
250302	SinglePoint ACH Return Item		\$ 1.50		
251070	SinglePoint ACH Notification of Change - per Item		\$ 1.00		
300010	Monthly Maintenance - per Account		\$ 0.00		
300010	For First 1	1	\$ 42.00	\$ 42.00	\$ 136,216
300010	For Over 1	3	\$ 32.00	\$ 96.00	\$ 311,351
300229	Report via Information Reporting	40	\$ 0.00	\$ -	
	Subtotal ACH Services		\$	679.86	\$ 2,204,951
	Branch Coin/Currency Services				
10001Z	Cash Deposited - per \$100	261	\$ 0.04	\$ 10.44	\$ 33,859
100011	Coin Deposit - per Roll	2	\$ 0.14	\$ 0.28	\$ 908
100014	Fed Ready Coin Deposit - per Bag		\$ 1.00		
109999	Night Deposit Processing - per Deposit	5	\$ 1.25	\$ 6.25	\$ 20,270
100000	Branch Deposit Processing - per Deposit	17	\$ 1.25	\$ 21.25	\$ 68,919
10004A	Currency Order - per Strap	2	\$ 0.65	\$ 1.30	\$ 4,216
100048	Loose Currency Ordered - per \$100	23	\$ 0.10	\$ 2.30	\$ 7,459
100044	Coin Rolls Ordered - per Roll	35	\$ 0.08	\$ 2.80	\$ 9,081
100040	Change Order - per Order	3	\$ 0.00	\$ -	
	Subtotal Branch Coin/Currency Services		\$	44.62	\$ 144,714
	CVS Coin/Currency				
100114	Cash Deposit - per \$100	6,866	\$ 0.05	\$ 343.30	\$ 1,113,405
100100	Cash Vault Deposit	508	\$ 0.15	\$ 76.20	\$ 247,135
100113	Coin Bag Deposited	417	\$ 2.00	\$ 834.00	\$ 2,704,865
100501	Cash Deposit Adjustment	4	\$ 0.00	\$ -	
100144	Individual Coin Roll	336	\$ 0.08	\$ 26.88	\$ 87,178
100146	Box Coin Ordered	2	\$ 4.75	\$ 9.50	\$ 30,811
10014A	Currency Order - per Strap	104	\$ 0.30	\$ 31.20	\$ 101,189
100141	Standard Cash Order	2	\$ 0.30	\$ 0.60	\$ 1,946
100141	Nonstandard Cash Order	18	\$ 0.30	\$ 5.40	\$ 17,514
100143	Late Cash Order	1	\$ 15.00	\$ 15.00	\$ 48,649
109999	Mailed Receipt	46	\$ 0.00	\$ -	
	Subtotal CVS Coin/Currency		\$	1,342.08	\$ 4,352,692
	E-Lockbox Services				
310104	Monthly Maintenance - per Biller ID		\$ 0.00		
310104	For First 1	1	\$ 75.00	\$ 75.00	\$ 243,243
310104	For Over 1		\$ 50.00	\$ -	
250202	Remote Banking Items		\$ 0.00		



Account Analysis & Billing

AFP	Service	Volume	Unit Price	Total Price	Collected Balance Required
250202	If 1 - 4999 Per Acct		\$ 0.16	\$ -	
250202	If 5000 - 9999 Per Acct		\$ 0.11	\$ -	
250202	If 10000 - 24999 Per Acct	12,138	\$ 0.07	\$ 849.66	\$ 2,755,654
250202	If 25000 - 49999 Per Acct		\$ 0.09	\$ -	
250202	If 50000 - 99999 Per Acct		\$ 0.06	\$ -	
250202	If Over 99999 Per Acct		\$ 0.04	\$ -	
310113	Data Transmission - per Transmission	21	\$ 2.00	\$ 42.00	\$ 136,216
310112	Reporting Translation - per Payment	12,138	\$ 0.00	\$ -	
	Subtotal E-Lockbox			\$ 966.66	\$ 3,135,114
	International Banking				
609999	Canadian Dollar on Canadian Bank Check Deposit		\$ 0.06		
609999	U.S. Dollar on Canadian Bank Check Deposit	2	\$ 4.00	\$ 8.00	\$ 25,946
	Subtotal International Banking			\$ 8.00	\$ 25,946
	Miscellaneous Services				
999999	MERCHANT EQUIPMENT FEE	13	\$ 1.00	\$ 13.00	\$ 42,162
000371	Account Analysis Invoice Fee		\$ 0.00		
	Subtotal Miscellaneous Services			\$ 13.00	\$ 42,162
	Total Service Charges			\$ 22,214.36	\$ 72,046,584
	One Time and Annual Charges				
310600	Setup Web payments - 1st Application		\$ 1,000.00		
310600	Setup IVR Payments - 1st Application		\$ 1,000.00		
	Total One Time and Annual Service Charges			\$ -	

¹ A minimum and/or maximum total price calculation has been applied

Prices quoted in this proposal are only for those Treasury Management Services requested by the customer. Additional Treasury Management Services will be separately priced at the time of customer's request. Prices quoted are valid for 60 days following customer's receipt, after which they will be subject to change by U.S. Bank. All prices are subject to change, at any time and at Bank's sole discretion, due to changes in business conditions, volumes, quality of work provided by the customer and normal pricing change cycles.

Notwithstanding anything contained herein to the contrary, all Treasury Management Services provided to customer are subject to U.S. Bank's Services Terms and Conditions, as the same may be amended from time to time.



Account Analysis & Billing

Proforma Account Analysis

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August 26, 2016

CITY OF SPOKANE

Consolidated Analysis Summary

Lead Account Number	153595286060
Earnings Credit Rate	0.370%
Negative Collected Rate	7.50%
Current Month Multiplier	3,243.24
Settlement Frequency	QUARTERLY

Balance Summary

Average Collected Balance	=	110,888,000.00
Average Negative Collected	\$	(38,006.00)
Average Positive Collected Balance	\$	110,926,006.00

Settlement Analysis

Collected Balance Available for Earnings Credit Services	=	110,926,006.00
Earnings Credit @ 0.37%		34,202.19
Earnings Credit Based Service Charges	-	39,784.08
Current Month Surplus/(Deficit) Position	=	(5,581.90)
Net Service Charges	\$	<u>5,581.90</u>

<u>AFP</u>	<u>Service</u>	<u>Volume</u>	<u>Unit</u>	<u>Price</u>	<u>Total</u>	<u>Collected</u> <u>Balance</u> <u>Required</u>
	Depository Services					
010000	Account Maintenance	24	\$	4.00	\$ 96.00	\$ 311,351
010101	Paper Credits	537	\$	0.15	\$ 80.55	\$ 261,243
010101	Electronic Credits	989	\$	0.10	\$ 98.90	\$ 320,757
010100	Paper Debits	86	\$	0.05	\$ 4.30	\$ 13,946
010100	Electronic Debits	331	\$	0.04	\$ 13.24	\$ 42,941
150101	Rejected Checks Paid					
150101	For First 50 Per Acct	9	\$	0.00	\$ -	
150101	For Over 50 Per Acct		\$	0.60	\$ -	
100220	Deposited Item - On-Us	3,129	\$	0.025	\$ 78.23	\$ 253,703
100224	Deposited Item - Transit	26,618	\$	0.03	\$ 798.54	\$ 2,589,859
100210	Lockbox Deposited Item - On-Us		\$	0.015		
100214	Lockbox Deposited Item - Transit		\$	0.02		
100230	Rejected Preencoded Deposited Item	92	\$	0.35	\$ 32.20	\$ 104,432
100400	Returned Deposited Item - per Item	24	\$	1.00	\$ 24.00	\$ 77,838
100405	Returned Deposited Item Maintenance - per Month					



Proforma Account Analysis

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Account Analysis & Billing

AFP	Service	Volume	Unit Price	Total Price	Collected Balance Required
100405	For First 1	1	\$ 10.00	\$ 10.00	\$ 32,432
100405	For Over 1	10	\$ 5.00	\$ 50.00	\$ 162,162
100402	Returned Deposited Item Redeposited - per Item	27	\$ 0.75	\$ 20.25	\$ 65,676
100411	Returned Deposited Item Fax Notification - per Day		\$ 0.00		
100411	Returned Deposited Item Duplicate Advice Faxed - per Fax		\$ 0.00		
100401	Returned Dep Item Image Copy of Returned Item - per Item		\$ 0.00		
100403	Returned Deposited Item Image Retrieved - per Item	29	\$ 0.10	\$ 2.90	\$ 9,405
000230	Deposit Coverage	110,888	\$ 0.12075	\$ 13,389.73	\$ 43,426,138
010320	Snapshot Statement/Copy of Statement	1	\$ 10.00	\$ 10.00	\$ 32,432
150240	Check Filter Monthly Maintenance	3	\$ 0.00	-	
150420	Stop Payment 24 Months - Manual	1	\$ 35.00	\$ 35.00	\$ 113,514
010600	Account Inquiries By Phone		\$ 0.00		
159999	Fax Fee		\$ 0.40		
151342	Copy of Check or Deposit Ticket	1	\$ 6.00	\$ 6.00	\$ 19,459
000210	Charge for Neg Coll Balance	\$ 237.54	1	\$ 237.54	\$ 770,392
	Subtotal Depository Services			\$ 14,987.37	\$ 48,607,682
	Account Reconciliation Services				
150030	Full Positive Pay Monthly Maintenance		\$ 0.00		
150030	For First 1 Per Acct	2	\$ 20.00	\$ 40.00	\$ 129,730
150030	Each Additional Reconciliation per Cycle Over 1 Per Acct		\$ 15.00	-	
150030	N/A		\$ 0.00	-	
150120	Full/Positive Pay - per Item	2,072	\$ 0.04	\$ 82.88	\$ 268,800
200010	Full Reconciliation Maintenance		\$ 0.00		
200010	For First 1 Per Acct		\$ 20.00		
200010	Each Additional Reconciliation per Cycle Over 1 Per Acct		\$ 20.00		
150030	Positive Pay Only Monthly Maintenance - per Account	3	\$ 20.00	\$ 60.00	\$ 194,595
150120	Positive Pay Only - per Item	31	\$ 0.02	\$ 0.62	\$ 2,011
150322	SPT Checks Returned - per Item - Pos Pay and RPP	1	\$ 25.00	\$ 25.00	\$ 81,081
151352	Positive Pay Image Retrieval - per Item	8	\$ 0.00	-	
20020B	SinglePoint Issue/Cancel Input - per Item	45	\$ 0.25	\$ 11.25	\$ 36,486
150310	SinglePoint Positive Pay Exceptions - per Item	1	\$ 1.00	\$ 1.00	\$ 3,243
20020B	SinglePoint File Upload - per Account - per File		\$ 0.00		
20020B	For First 5 Per Acct	5	\$ 5.00	\$ 25.00	\$ 81,081
20020B	For Over 5 Per Acct	11	\$ 5.00	\$ 55.00	\$ 178,378
159999	SinglePoint File Confirmation - per Confirm - per Account	28	\$ 1.00	\$ 28.00	\$ 90,811
200100	SPT ARP Recon Report - per Item	3,069	\$ 0.02	\$ 61.38	\$ 199,070
200306	SPT ARP Recon Reports Monthly Maintenance - per Account	2	\$ 10.00	\$ 20.00	\$ 64,865
151200	Recon Printing and Mailing Fee - per Cycle	2	\$ 15.00	\$ 30.00	\$ 97,297
200306	SP ARP Daily Outstanding Maint - per Account	2	\$ 10.00	\$ 20.00	\$ 64,865
200306	SP ARP Daily Outstanding Item	18,653	\$ 0.02	\$ 373.06	\$ 1,209,924
200201	ARP Transmission Input - per Transmission	26	\$ 15.00	\$ 50.00 ¹	\$ 162,162
200301	ARP Transmission Output - per Transmission	42	\$ 5.00	\$ 210.00	\$ 681,081
200301	ARP Transmission - per Item	2,073	\$ 0.015	\$ 31.10	\$ 100,849
209999	ARP Special Transmission Format - per Account	2	\$ 0.00	-	
150100	Daily Checks Paid File Monthly Maintenance - per Account	2	\$ 45.00	\$ 90.00	\$ 291,892
150100	Daily Checks Paid File - per Item	2,072	\$ 0.015	\$ 31.08	\$ 100,800



Proforma Account Analysis

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Account Analysis & Billing

AFP	Service	Volume	Unit Price	Total Price	Collected Balance Required
150122	Payee Positive Pay Monthly Maintenance - per Account	3	\$ 0.00	\$ -	
151022	Payee Positive Pay - per Item	2,100	\$ 0.02	\$ 42.00	\$ 136,216
150122	Payee Positive Pay Exceptions - per Item	5	\$ 2.00	\$ 10.00	\$ 32,432
	Subtotal Account Reconciliation Services			\$ 1,297.37	\$ 4,207,670
	EPay				
310000	Web Monthly Maintenance		\$ 0.00		
310000	For First 1	1	\$ 125.00	\$ 125.00	\$ 405,405
310000	For Over 1	1	\$ 50.00	\$ 50.00	\$ 162,162
310000	Web Monthly Maintenance with Pre-registration File		\$ 0.00		
310000	For First 1		\$ 0.00	\$ -	
310000	For Over 1		\$ 0.00	\$ -	
310000	Web and IVR Monthly Maintenance		\$ 0.00		
310000	For First 1		\$ 0.00	\$ -	
310000	For Over 1		\$ 0.00	\$ -	
310420	Total Web one-time Payments - per Confirmation Number		\$ 0.00		
310420	If 1 - 1000		\$ 0.45	\$ -	
310420	If 1001 - 10000		\$ 0.35	\$ -	
310420	If 10001 - 50000	15,000	\$ 0.25	\$ 3,750.00	\$ 12,162,162
310420	If 50001 - 100000		\$ 0.20	\$ -	
310420	If 100001 - 250000		\$ 0.16	\$ -	
310420	If Over 250000		\$ 0.19	\$ -	
310240	E-Payment Call Center Support		\$ 0.95	\$ -	
310600	Web Test Application Implementation - Post-Production		\$ 0.00	\$ -	
310600	IVR Test Application Implementation - Post-Production		\$ 0.00	\$ -	
310600	IVR and Web Test Application Implementation - Post-Production		\$ 0.00	\$ -	
319999	Test Application Hourly Support - per Hour		\$ 0.00	\$ -	
310420	File Transmission Support		\$ 100.00	\$ -	
310420	Real-Time Communications Support		\$ 50.00	\$ -	
310420	Remote Web Services Monthly Maintenance - with Web		\$ 0.00	\$ -	
310420	Remote Web Services Maint No Load		\$ 0.00	\$ -	
310420	Kiosk Outdoor Model - monthly fee per kiosk		\$ 820.00	\$ -	
310420	Kiosk Indoor Model - monthly fee per kiosk	1	\$ 600.00	\$ 600.00	\$ 1,945,946
310420	Kiosk Monthly Maintenance - monthly fee per kiosk	1	\$ 636.00	\$ 636.00	\$ 2,062,703
310420	Kiosk Delivery Fee (S & H) - one time fee	1	\$ 0.00	\$ -	
310420	Kiosk Payments - per confirmation number	500	\$ 0.95	\$ 475.00	\$ 1,540,541
300519	EPayments Custom Report - per Remittance		\$ 0.00	\$ -	
310501	Custom Remittance File - per Transmission		\$ 5.00	\$ -	
300502	Custom Remittance File VAN Transmission - per Kilocharacter		\$ 0.00	\$ -	
	Subtotal EPay			\$ 5,636.00	\$ 18,278,919
	SinglePoint				
400272	Current Day Summary and Detail Monthly Maintenance		\$ 0.00		
400272	For First 1	1	\$ 7.00	\$ 7.00	\$ 22,703
400272	For Over 1	25	\$ 5.00	\$ 125.00	\$ 405,405
400272	Current Day Detail - per Item	2,656	\$ 0.02	\$ 53.12	\$ 172,281
400272	Current Day Summary - per Item	6,343	\$ 0.02	\$ 126.86	\$ 411,438



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AFP	Service	Volume	Unit Price	Total Price	Collected Balance Required
409999	Current Day ACH Addenda Monthly Maintenance - per Ac	1	\$ 30.00	\$ 30.00	\$ 97,297
400272	Previous Day Summary and Detail Monthly Maintenance		\$ 0.00		
400272	For First 1	1	\$ 7.00	\$ 7.00	\$ 22,703
400272	For Over 1	25	\$ 5.00	\$ 125.00	\$ 405,405
400272	Previous Day Detail - per Item	2,456	\$ 0.02	\$ 49.12	\$ 159,308
400272	Previous Day Summary - per Item	6,552	\$ 0.02	\$ 131.04	\$ 424,995
010407	Account Analysis Report TXT - per Customer		\$ 0.00		
010407	For First 1		\$ 1.00		
010407	For Over 1		\$ 0.00		
409999	Account Analysis Report PDF - per Account		\$ 0.00		
409999	For First 1	1	\$ 1.00	\$ 1.00	\$ 3,243
409999	For Over 1		\$ 0.00	-	
010307	DDA Statement Report TXT - per Account		\$ 1.00		
409999	DDA Statement Report PDF - per Account	14	\$ 1.00	\$ 14.00	\$ 45,405
250720	ACH Return and NOC Report - per Account		\$ 0.00		
250720	For First 1	1	\$ 2.00	\$ 2.00	\$ 6,486
250720	For Over 1	1	\$ 1.00	\$ 1.00	\$ 3,243
250720	ACH Return and NOC Report	2	\$ 0.00	-	
250720	ACH Received Item Report - per Account		\$ 5.00		
300225	EDI Remittance Report - per Account	4	\$ 0.00	-	
400800	Extend Retention - per Account - 60 Days		\$ 5.00		
401020	Token Monthly Maintenance - per Token	10	\$ 0.00	-	
400810	User Adds/Modifications/Deletes - per User		\$ 0.00		
400810	Account Adds/Modifications/Deletes - per Account		\$ 0.00		
400110	Prev Day Data Transmissions Monthly Maintenance - per Account		\$ 0.00		
400110	For First 1	1	\$ 5.00	\$ 5.00	\$ 16,216
400110	For Over 1	14	\$ 5.00	\$ 70.00	\$ 227,027
400110	Previous Day Data Transmissions - per Transmission	21	\$ 2.00	\$ 42.00	\$ 136,216
400232	Previous Day Data Transmissions - per Item	7,019	\$ 0.02	\$ 140.38	\$ 455,286
400110	Current Day Data Transmissions Monthly Maintenance		\$ 0.00		
400110	For First 1	1	\$ 5.00	\$ 5.00	\$ 16,216
400110	For Over 1	14	\$ 5.00	\$ 70.00	\$ 227,027
400110	Current Day Transmissions - per Transmit	21	\$ 5.00	\$ 105.00	\$ 340,541
400110	Current Day Data Transmissions - per Item	6,601	\$ 0.02	\$ 132.02	\$ 428,173
409999	Book Transfers Monthly Maintenance - per Customer		\$ 0.00		
409999	For First 1	1	\$ 5.00	\$ 5.00	\$ 16,216
409999	For Over 1	12	\$ 0.00	-	
409999	Book Transfers - per Transfer	23	\$ 0.00	-	
100600	Mobile SinglePoint Monthly Maintenance - per Customer	1	\$ 10.00	\$ 10.00	\$ 32,432
999999	Cash Vault Monthly Maintenance - per Customer	1	\$ 0.00	-	
150410	Stop Payment Monthly Maintenance - per Customer		\$ 0.00		
150410	For First 1	1	\$ 10.00	\$ 10.00	\$ 32,432
150410	For Over 1	3	\$ 0.00	-	
150410	Stop Payment		\$ 0.00		
150410	For First 10 Per Acct		\$ 8.00		
150410	For Over 10 Per Acct		\$ 8.00		
250000	SP ACH Origination Mo Maint - per Customer		\$ 0.00		
250000	For First 1	1	\$ 42.00	\$ 42.00	\$ 136,216
250000	For Over 1		\$ 0.00	-	



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AFP	Service	Volume	Unit Price	Total Price	Collected Balance Required
250611	ACH Adjustments Monthly Maintenance - per Customer		\$ 0.00		
250611	For First 1	1	\$ 0.00	-	
250611	For Over 1		\$ 0.00	-	
350000	Wire Transfer Monthly Maintenance - per Customer		\$ 0.00		
350000	For First 1	1	\$ 7.00	7.00	\$ 22,703
350000	For Over 1		\$ 0.00	-	
150030	Positive Pay Monthly Maintenance	5	\$ 0.00	-	
200201	Issue Maintenance Monthly Maintenance - per Customer		\$ 0.00		
200201	For First 1	1	\$ 0.00	-	
200201	For Over 1	4	\$ 0.00	-	
151350	Image Access Monthly Maintenance - per Account	25	\$ 7.00	175.00	\$ 567,568
409999	External Messaging Monthly Maintenance - per Customer		\$ 0.00		
409999	For First 1	1	\$ 0.00	-	
409999	For Over 1	14	\$ 5.00	70.00	\$ 227,027
409999	External User Message Sent - per Email/Fax	1	\$ 0.00	-	
409999	External User Task Sent - per Email/Fax	21	\$ 0.00	-	
	Subtotal SinglePoint			\$ 1,560.54	\$ 5,061,211
	Wire Transfers				
350000	Wire Monthly PIN Maintenance - per Customer	1	\$ 2.00	2.00	\$ 6,486
350300	Incoming Fedwire		\$ 3.50		
350123	Internal Domestic Wire Credit	3	\$ 2.00	6.00	\$ 19,459
350300	Incoming Fedwire - CTP	7	\$ 0.00	-	
350540	Cancelled Outgoing Wire	1	\$ 2.00	2.00	\$ 6,486
350520	Drawdown Request Outbound		\$ 2.00		
350100	SinglePoint Fedwire Repetitive		\$ 2.00		
350104	SinglePoint Fedwire Non-Repetitive	3	\$ 2.00	6.00	\$ 19,459
350700	SinglePoint International USD Repetitive		\$ 20.00		
350700	SinglePoint International USD Non-Repetitive		\$ 20.00		
350120	SinglePoint Internal Transfer	1	\$ 7.00	7.00	\$ 22,703
350412	Wire Advice Mail		\$ 0.00		
	Subtotal Wire Transfers			\$ 23.00	\$ 74,595
	Zero Balance Accounts				
010020	ZBA Lead Account	2	\$ 5.00	10.00	\$ 32,432
010021	ZBA Subsidiary Accounts	11	\$ 2.00	22.00	\$ 71,351
	Subtotal Zero Balance Accounts			\$ 32.00	\$ 103,784
	Controlled Disbursements				
150000	CD Monthly Maintenance - per Account	2	\$ 0.00	-	
150110	CD Checks Paid - per Item	2,072	\$ 0.05	120.00	\$ 389,189
	Subtotal Controlled Disbursements			\$ 120.00	\$ 389,189
	Image Services				
151351	Image Access Paid Check Images - per Item Stored	2,135	\$ 0.035	74.73	\$ 242,351



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AFP	Service	Volume		Unit Price		Total Price	Collected Balance Required
151351	Image Access Deposited Item Images - per Item Stored	30,147	\$	0.035	\$	1,055.15	\$ 3,422,092
151350	Image Archive CD-ROM Monthly Maintenance - per Acct		\$	10.00			
151353	Image Archive CD-ROM - per CD-ROM		\$	5.00			
151355	Images Retrieved per Item						
151355	For First 10	10	\$	0.00	\$	-	
151355	For Over 10	4	\$	2.00	\$	8.00	\$ 25,946
151352	Short Term Images - per Item Retrieved	1	\$	2.00	\$	2.00	\$ 6,486
	Subtotal Image Services				\$	1,139.87	\$ 3,696,876
	Lockbox						
050000	Monthly Maintenance - Seattle		\$	0.00			
050000	For First 1	1	\$	110.00	\$	110.00	\$ 356,757
050000	For Over 1		\$	120.00	\$	-	
050100	Processed Item - Seattle	1	\$	0.30	\$	0.30	\$ 973
050122	Processed Item with OCR - Seattle	25,000	\$	0.22	\$	5,500.00	\$ 17,837,838
05011R	Image Check/Coupon - Seattle	50,000	\$	0.0035	\$	175.00	\$ 567,568
05011R	Image Document - Seattle	1	\$	0.12	\$	0.12	\$ 389
050401	Data Transmission Monthly Maintenance - Seattle		\$	0.00			
050401	For First 1 Per Acct	1	\$	150.00	\$	150.00	\$ 486,486
050401	For Over 1 Per Acct		\$	25.00	\$	-	
101300	Lockbox Remote Capture Monthly Maintenance - Seattle	1	\$	75.00	\$	75.00	\$ 243,243
101311	Lockbox Remote Capture Item - Seattle	100	\$	0.33	\$	33.00	\$ 107,027
05011R	Image Monthly Maintenance - Seattle	1	\$	75.00	\$	75.00	\$ 243,243
05011R	Image 7 - 10 Year Archive Item - Seattle	50,001	\$	0.05	\$	2,500.05	\$ 8,108,270
	Subtotal Lockbox				\$	8,618.47	\$ 27,951,795
	EDI Services						
151830	Check Payables Check Additional Page - per Page	200	\$	0.25	\$	50.00	\$ 162,162
151810	Check Payables Envelopes - per Envelope	2,000	\$	0.035	\$	70.00	\$ 227,027
151850	Check Payables Postage	2,000	\$	0.457	\$	914.00	\$ 2,964,324
151860	Check Payables Express Mail - per Destination	1	\$	5.00	\$	5.00	\$ 16,216
1518A0	Check Payables Brochure Print - per Item	1	\$	1.00	\$	1.00	\$ 3,243
1518A0	Check Payables Brochure Insert - per Item	1	\$	0.15	\$	0.15	\$ 486
150040	SPT Check Payables Monthly Maintenance - per Custom	1	\$	45.00	\$	45.00	\$ 145,946
151810	SPT Check Payables - per Check		\$	0.00			
151810	If 1 - 100 Per Acct		\$	0.87	\$	-	
151810	If 101 - 500 Per Acct		\$	0.76	\$	-	
151810	If 501 - 1000 Per Acct		\$	0.66	\$	-	
151810	If Over 1000 Per Acct	2,000	\$	0.40	\$	800.00	\$ 2,594,595
	Subtotal EDI Services				\$	1,885.15	\$ 6,114,000
	ACH Services						
250000	Monthly Maintenance - per Customer	3	\$	35.00	\$	35.00 ¹	\$ 113,514
250120	Addenda Item (no charge if originated through EDI) per A	125	\$	0.01	\$	1.25	\$ 4,054
250501	Process Run - per Unique Company ID	36	\$	2.00	\$	72.00	\$ 233,514
250102	Transit Item		\$	0.00			



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AFP	Service	Volume	Unit Price	Total Price	Collected Balance Required
250102	If 1 - 10000 Per Acct		\$ 0.02	\$ -	
250102	If Over 10000 Per Acct	11,595	\$ 0.02	\$ 231.90	\$ 752,108
250102	On-Us Item		\$ 0.00		
250102	If 1 - 10000 Per Acct	874	\$ 0.02	\$ 17.48	\$ 56,692
250102	If Over 10000 Per Acct		\$ 0.02	\$ -	
259999	Confirmation via Fax - per Fax		\$ 1.00		
259999	Confirmation via Email - per Email	98	\$ 0.50	\$ 49.00	\$ 158,919
250310	Redeposit Item		\$ 3.50	\$ -	
250202	Received Item - per Item	343	\$ 0.07	\$ 24.01	\$ 77,870
250102	E-Payment Fed Item	4,320	\$ 0.04	\$ 172.80	\$ 560,432
250102	E-Payment On-Us Item	230	\$ 0.04	\$ 9.20	\$ 29,838
250302	E-Payment Return - per Item	1	\$ 3.00	\$ 3.00	\$ 9,730
251070	E-Payment Notification of Change - per Item	1	\$ 2.50	\$ 2.50	\$ 8,108
251050	Block Monthly Maintenance - per Account	2	\$ 10.00	\$ 20.00	\$ 64,865
251050	Filter Monthly Maintenance - per Account	1	\$ 10.00	\$ 10.00	\$ 32,432
250302	Return - per Received Item	16	\$ 1.50	\$ 24.00	\$ 77,838
251070	Notification of Change - per Item	9	\$ 1.00	\$ 9.00	\$ 29,189
250401	Return and NOC via Fax - per Item	16	\$ 0.00	\$ -	
250640	Request - per Item	1	\$ 25.00	\$ 25.00	\$ 81,081
250641	Request - per Batch		\$ 17.00		
250642	Request - per File	1	\$ 17.00	\$ 17.00	\$ 55,135
250102	SinglePoint ACH On-Us Item	7	\$ 0.02	\$ 0.14	\$ 454
250102	SinglePoint ACH Transit Item	4	\$ 0.02	\$ 0.08	\$ 259
250505	SinglePoint ACH Process Run - per Unique Company ID	3	\$ 2.00	\$ 6.00	\$ 19,459
250302	SinglePoint ACH Return Item		\$ 1.50		
251070	SinglePoint ACH Notification of Change - per Item		\$ 1.00		
300010	Monthly Maintenance - per Account		\$ 0.00		
300010	For First 1	1	\$ 42.00	\$ 42.00	\$ 136,216
300010	For Over 1	3	\$ 32.00	\$ 96.00	\$ 311,351
300229	Report via Information Reporting	40	\$ 0.00	\$ -	
Subtotal ACH Services				\$ 867.36	\$ 2,813,059
Branch Coin/Currency Services					
10001Z	Cash Deposited - per \$100	261	\$ 0.04	\$ 10.44	\$ 33,859
100011	Coin Deposit - per Roll	2	\$ 0.14	\$ 0.28	\$ 908
100014	Fed Ready Coin Deposit - per Bag		\$ 1.00		
109999	Night Deposit Processing - per Deposit	5	\$ 1.25	\$ 6.25	\$ 20,270
100000	Branch Deposit Processing - per Deposit	17	\$ 1.25	\$ 21.25	\$ 68,919
10004A	Currency Order - per Strap	2	\$ 0.65	\$ 1.30	\$ 4,216
100048	Loose Currency Ordered - per \$100	23	\$ 0.10	\$ 2.30	\$ 7,459
100044	Coin Rolls Ordered - per Roll	35	\$ 0.08	\$ 2.80	\$ 9,081
100040	Change Order - per Order	3	\$ 0.00	\$ -	
Subtotal Branch Coin/Currency Services				\$ 44.62	\$ 144,714
CVS Coin/Currency					
100114	Cash Deposit - per \$100	6,866	\$ 0.05	\$ 343.30	\$ 1,113,405
100100	Cash Vault Deposit	508	\$ 0.15	\$ 76.20	\$ 247,135



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AFP	Service	Volume	Unit Price	Total Price	Collected Balance Required
100113	Coin Bag Deposited	417	\$ 2.00	\$ 834.00	\$ 2,704,865
100501	Cash Deposit Adjustment	4	\$ 0.00	-	
100144	Individual Coin Roll	336	\$ 0.08	\$ 26.88	\$ 87,178
100146	Box Coin Ordered	2	\$ 4.75	\$ 9.50	\$ 30,811
10014A	Currency Order - per Strap	104	\$ 0.30	\$ 31.20	\$ 101,189
100141	Standard Cash Order	2	\$ 0.30	\$ 0.60	\$ 1,946
100141	Nonstandard Cash Order	18	\$ 0.30	\$ 5.40	\$ 17,514
100143	Late Cash Order	1	\$ 15.00	\$ 15.00	\$ 48,649
109999	Mailed Receipt	46	\$ 0.00	-	
Subtotal CVS Coin/Currency			\$	1,342.08	\$ 4,352,692
VantagePoint					
40005Z	VP Monthly Maint - per Acct		\$ 0.00		
40005Z	For First 1	1	\$ 175.00	\$ 175.00	\$ 567,568
40005Z	For Over 1		\$ 50.00	-	
40005Z	VP Except Maint - per Acct				
40005Z	For First 1	1	\$ 50.00	\$ 50.00	\$ 162,162
40005Z	For Over 1		\$ 25.00	-	
410000	Data Normalization - per Item	37,350	\$ 0.006	\$ 224.10	\$ 726,811
400110	VP Data Trans Maint - per Cust	22	\$ 10.00	\$ 220.00	\$ 713,514
40005Z	VP Reassoc Maint - per Acct				
40005Z	For First 1	1	\$ 200.00	\$ 200.00	\$ 648,649
40005Z	For Over 1		\$ 150.00	-	
410005	VP Reassoc - per Character	37,350	\$ 0.01	\$ 373.50	\$ 1,211,351
Subtotal VantagePoint			\$	1,242.60	\$ 4,030,054
E-Lockbox Services					
310104	Monthly Maintenance - per Biller ID		\$ 0.00		
310104	For First 1	1	\$ 75.00	\$ 75.00	\$ 243,243
310104	For Over 1		\$ 50.00	-	
250202	Remote Banking Items		\$ 0.00		
250202	If 1 - 4999 Per Acct		\$ 0.16	-	
250202	If 5000 - 9999 Per Acct		\$ 0.11	-	
250202	If 10000 - 24999 Per Acct	12,138	\$ 0.07	\$ 849.66	\$ 2,755,654
250202	If 25000 - 49999 Per Acct		\$ 0.09	-	
250202	If 50000 - 99999 Per Acct		\$ 0.06	-	
250202	If Over 99999 Per Acct		\$ 0.04	-	
310113	Data Transmission - per Transmission	21	\$ 2.00	\$ 42.00	\$ 136,216
310112	Reporting Translation - per Payment	12,138	\$ 0.00	-	
Subtotal E-Lockbox			\$	966.66	\$ 3,135,114
International Banking					
609999	Canadian Dollar on Canadian Bank Check Deposit		\$ 0.06		
609999	U.S. Dollar on Canadian Bank Check Deposit	2	\$ 4.00	\$ 8.00	\$ 25,946
Subtotal International Banking			\$	8.00	\$ 25,946



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<u>AFP</u>	<u>Service</u>	<u>Volume</u>		<u>Unit</u> <u>Price</u>		<u>Total</u> <u>Price</u>	<u>Collected</u> <u>Balance</u> <u>Required</u>
	Miscellaneous Services						
999999	MERCHANT EQUIPMENT FEE	13	\$	1.00	\$	13.00	\$ 42,162
000371	Account Analysis Invoice Fee		\$	0.00			
	Subtotal Miscellaneous Services				\$	13.00	\$ 42,162
	Total Service Charges				\$	39,784.08	\$ 129,029,460
	One Time and Annual Charges						
310600	Setup Web payments - 1st Application	1	\$	0.00	\$	-	
310600	Setup Web payments - Additional Applications	1	\$	0.00	\$	-	
310600	Setup IVR Payments - 1st Application		\$	4,000.00	\$	-	
310112	Custom Programming - per Hour		\$	0.00	\$	-	
310420	Kiosk Setup - one time fee per customer	1	\$	0.00	\$	-	
05011R	Image Setup - Seattle	1	\$	150.00	\$	150.00	\$ 486,486
050002	PO Box Rental - Seattle (Direct Charge)	1	\$	0.00	\$	-	
05021Q	Scannable Lockbox Setup - Seattle	1	\$	300.00	\$	300.00	\$ 972,973
151880	SPT Check Payables Setup Fee - per Customer	1	\$	300.00	\$	300.00	\$ 972,973
400820	VP Setup - per Customer	1	\$	50.00	\$	50.00	\$ 162,162
	Total One Time and Annual Service Charges				\$	800.00	\$ 2,594,595

¹ A minimum and/or maximum total price calculation has been applied

Prices quoted in this proposal are only for those Treasury Management Services requested by the customer. Additional Treasury Management Services will be separately priced at the time of customer's request. Prices quoted are valid for 60 days following customer's receipt, after which they will be subject to change by U.S. Bank. All prices are subject to change, at any time and at Bank's sole discretion, due to changes in business conditions, volumes, quality of work provided by the customer and normal pricing change cycles.

Notwithstanding anything contained herein to the contrary, all Treasury Management Services provided to customer are subject to U.S. Bank's Services Terms and Conditions, as the same may be amended from time to time.

U.S. Bank Account Protection Services Pricing - 2016

Service Description	Element	AFP Code	Price
Filter and Block Services			
Check Filter Service			
Check Filter Setup	DDA01515	159999	No Charge
Check Filter Monthly Maintenance	DDA01516	150240	No Charge
Check Filter Items Returned (Max. \$150.00)	DDA01517	150320	\$30.00
Business eCheck Block			
Monthly Maintenance - per Account	DDA22532	251055	\$12.00
Block - per Item	DDA22530	251052	No Charge
Setup - per Account (Max. \$30.00)	DDA22531	251055	\$30.00
ACH Filter and Block			
Filter Monthly Maintenance - per Account	DDA22991	251050	\$20.00
Block Monthly Maintenance - per Account	DDA22520	251050	\$15.00
Block and Filter Service Setup - per Account	DDA22523	251055	\$30.00
SinglePoint Positive Pay Services			
SinglePoint Positive Pay with Full Reconciliation			
Full Positive Pay Monthly Maintenance	DDA03014	150030	
First Reconciliation - per Account - per Cycle			\$95.00
Each Additional Reconciliation - per Account - per Cycle			\$15.00
Full/Positive Pay - per Item	DDA03137	150120	\$0.04
SinglePoint Positive Pay with Partial Reconciliation			
Partial Positive Pay Monthly Maintenance	DDA03101	150030	
First Reconciliation - per Account - per Cycle			\$75.00
Each Additional Reconciliation - per Account - per Cycle			\$15.00
Partial Positive Pay - per Item	DDA03102	150120	\$0.07
SinglePoint Positive Pay Only (without Reconciliation)			
Positive Pay Only Monthly Maintenance - per Account	DDA03106	150030	\$50.00
Positive Pay Only - per Item	DDA03107	150120	\$0.02
Payee Positive Pay			
Payee Positive Pay Monthly Maintenance - per Account	DDA03016	150122	\$40.00
Payee Positive Pay - per Item	DDA03015	151022	\$0.02
Payee Positive Pay Exceptions - per Item	DDA03021	150122	\$2.00
SinglePoint Unreviewed Payee Exceptions - per Item	DDA03028	150310	\$0.15

SinglePoint Reverse Positive Pay

Reverse Positive Pay Monthly Maintenance - per Account	DDA03105	150031	\$115.00
Reverse Positive Pay - per Item	DDA03992	150100	\$0.10
SinglePoint Reverse Positive Pay Image Retrieval - per Item	DDA03020	151352	\$1.00
SinglePoint Reverse Positive Pay Report/File - per Account	DDA03025	150120	\$75.00
Teller Cashing Block Monthly Maintenance - per Account	DDA03994	150120	\$30.00

Positive Pay Exceptions

SinglePoint Positive Pay Exceptions - per Item	DDA03024	150310	\$3.00
Teller Positive Pay Special Handling - per Account	DDA03321	150520	\$35.00

SinglePoint Issue Maintenance

Issue Maintenance Monthly Maintenance	DDA29531	200201	\$20.00
SinglePoint Issue/Cancel Input - per Item	DDA03022	20020B	\$0.25
SinglePoint File Upload - per Account - per File	DDA03026	20020B	
First 5 Files			\$5.00
More than 5 Files			\$5.00
ARP Transmission Input - per Transmission (Max. \$50.00)	DDA03121	200201	\$15.00
ARP Manual Input - per Item	DDA03536	200210	\$3.00
Stale Date Monthly Maintenance - per Account	DDA03036	150230	\$15.00

Returned Items

SinglePoint Checks Returned Unpaid - per Item	DDA03017	150322	\$25.00
SinglePoint ACH Converted Checks Returned Unpaid - per Item	DDA03018	150322	\$25.00

File Confirmation

SinglePoint File Confirmation - per Confirm - per Account	DDA03027	159999	\$1.00
File Confirmation - per Fax - per Account	DDA03126	159999	\$3.50

Account Setup Fees

SinglePoint Positive Pay Setup - per Account	DDA29520	200410	\$100.00
SinglePoint Reverse Positive Pay Setup - per Account	DDA29525	150031	\$100.00
SinglePoint Issue Maintenance Setup - per Customer	DDA29530	109999	\$20.00
Payee Positive Pay Setup - per Account	DDA03013	151600	\$100.00

Check Image Services

Image Archive CD-ROM

Image Archive CD-ROM Monthly Maintenance - per Acct	DDA14013	151350	\$50.00
Image Archive CD-ROM Paid Checks - per Item	DDA14010	151351	\$0.06
Image Archive CD-ROM - per CD-ROM	DDA14011	151353	\$30.00
Image Archive CD-ROM Viewing Software - per Customer	DDA14012	151730	\$150.00
Image Archive Setup - per Customer	DDA14020	151600	\$250.00

SinglePoint Image Access

Image Access Monthly Maintenance - per Account	DDA29541	151350	\$30.00
Image Access Paid Check Images - per Item Stored	DDA14043	151351	\$0.035
Image Access Deposited Item Images - per Item Stored	DDA14044	151351	\$0.035
Image Access Setup - per Customer	DDA29540	151399	\$20.00

SinglePoint Image File Delivery

Image File Delivery Monthly Maintenance - per Account	DDA29542	151350	\$100.00
Image File Delivery - per Item	DDA14047	151354	\$0.07
Image File Delivery Setup - per Customer	DDA14050	151600	\$200.00

Government - All Markets (Mkt CP) 79 - Municipal Investor Ckg / MINC

U.S. Bank Account Reconciliation Pricing - 2016

Service Description	Element	AFP Code	Price
Account Reconciliation			
Check Reconciliation			
Full Reconciliation Maintenance	DDA03752	200010	
First Reconciliation per Account - per Cycle			\$125.00
Each Additional Reconciliation per Account - per Cycle			\$15.00
Full Reconciliation - per Item	DDA03542	200110	\$0.10
Partial Reconciliation Maintenance	DDA03638	200020	
First Reconciliation per Account - per Cycle			\$80.00
Each Additional Reconciliation per Account - per Cycle			\$15.00
Partial Reconciliation - per Item	DDA03541	200120	\$0.08
Deposit Reconciliation			
Deposit Reconciliation Monthly Maintenance - per Account	DDA03758	100600	\$75.00
Deposit Reconciliation - per Item	DDA03755	100610	\$0.13
Daily Credit Report - per Account	DDA03761	100710	\$45.00
Input (Issue Maintenance and Transmission)			
SinglePoint Issue Maintenance Monthly Maintenance - per Customer	DDA29531	200201	\$20.00
SinglePoint Issue/Cancel Input - per Item	DDA03022	20020B	\$0.25
SinglePoint File Upload - per Account - per File	DDA03026	20020B	
First 5 Files			\$5.00
More than 5 Files			\$5.00
ARP Transmission Input - per Transmission (Max. \$50.00)	DDA03121	200201	\$15.00
ARP Manual Input - per Item	DDA03536	200210	\$3.00
Stale Date Monthly Maintenance - per Account	DDA03036	150230	\$15.00
Output (Check and Deposit Reconciliation)			
ARP Transmission Output - per Transmission	DDA03688	200301	\$15.00
ARP Transmission - per Item	DDA03122	200301	\$0.015
ARP Special Transmission Format - per Account	DDA03120	209999	\$35.00
Fax Check Copy Out - per Item	DDA03800	151342	\$6.00
Daily Checks Paid File Monthly Maintenance - per Account	DDA03754	150100	\$45.00
Daily Checks Paid File - per Item	DDA03756	150100	\$0.015
ARP Outstanding Issues File - per Account	DDA03690	200201	\$10.00
Monthly Paid Check File - per Account	DDA03689	150120	\$10.00

SinglePoint Account Reconciliation

SinglePoint ARP Recon Reporting Monthly Maintenance - per Account	DDA03031	200306	\$10.00
SinglePoint ARP Recon File - per Item	DDA03029	200100	\$0.02
SinglePoint ARP Recon Extended Retention - per Account	DDA03033	200306	\$25.00
SinglePoint ARP Historic Report - per Request	DDA03030	200306	\$25.00
SinglePoint ARP Recon Outstanding File Monthly Maintenance - per Account	DDA03037	200306	\$10.00
SinglePoint ARP Recon Outstanding File - per Item	DDA03038	200306	\$0.02
SinglePoint ARP Daily Outstanding File Monthly Maintenance - per Account	DDA03041	200306	\$10.00
SinglePoint ARP Daily Outstanding File - per Item	DDA03042	200306	\$0.02
SinglePoint ARP Daily Checks Paid File Monthly Maintenance - per Account	DDA03039	200306	\$35.00
SinglePoint ARP Daily Checks Paid File - per Item	DDA03040	200306	\$0.03
SinglePoint ARP Reject Reporting Monthly Maintenance- per Account	DDA03034	150300	\$5.00

File Confirmation

SinglePoint File Confirmation - per Confirm - per Account	DDA03027	159999	\$1.00
File Confirmation - per Fax - per Account	DDA03126	159999	\$3.50

Reporting Options

Recon Printing and Mailing Fee - per Cycle	DDA03032	151200	\$45.00
ARP Photocopies - per Item	DDA03683	151342	\$6.00
ARP Duplicate Reports - per Cycle	DDA03686	200310	\$25.00
ARP Range Account Monthly Maintenance - per Account	DDA03759	200030	\$5.00
ARP Float Report - per Account	DDA03753	200322	\$25.00
ARP Float Report - per Item	DDA03764	200322	\$0.02

Check Sort of Paid Items

Check Sort Monthly Maintenance - per Account	DDA03366	151100	\$125.00
Check Sorting - per Item	DDA03535	151100	\$0.30
ARP Check Sort - per Item	DDA03537	151100	\$0.30

Data Translation Check Issued File

Data Translation Check Issued Monthly Maintenance - per Account	DDA21166	300029	\$150.00
Data Translation Checks Issued - per Payment	DDA21167	300519	\$0.05
Data Translation Checks Issued - per Transmission (Max. \$330.00)	DDA21169	200201	\$15.00
Data Translation Checks Issued VAN - per Kilocharacter	DDA21171	200201	\$0.50
Data Translation Checks Issued Setup Standard	DDA21161	200410	\$275.00
Data Translation Checks Issued Setup Custom	DDA21162	200410	\$550.00
Data Translation Checks Issued Custom Acknowledgement Setup	DDA21163	200410	\$150.00
Data Translation Checks Issued Additional Setup Hours	DDA21164	200410	\$85.00
Data Translation Checks Issued Modify Map	DDA21165	200410	\$250.00

Data Translation Check Paid File

Data Translation Checks Paid Monthly Maintenance - per Account	DDA21176	300029	\$150.00
Data Translation Checks Paid Translation Payment - per Payment	DDA21177	300519	\$0.05
Data Translation Checks Paid Transmission - per Transmission (max. \$220.00)	DDA21179	200201	\$15.00
Data Translation Checks Paid VAN - per Kilocharacter	DDA21181	200201	\$0.50
Data Translation Checks Paid Setup Standard	DDA21172	300340	\$275.00
Data Translation Checks Paid Setup Custom	DDA21173	300341	\$550.00
Data Translation Checks Paid Additional Setup Hours	DDA21174	300340	\$85.00
Data Translation Checks Paid Modify Map	DDA21175	300340	\$250.00

Setup Fees

Setup Full ARP - per Account	DDA03035	200410	\$100.00
Setup Partial ARP - per Account	DDA03131	200410	\$50.00
Setup Transmission Output - per Account	DDA03203	200410	\$100.00
Setup Check Sort - per Account	DDA03129	159999	\$50.00
Setup Deposit Reconciliation - per Account	DDA03202	109999	\$100.00
Setup SinglePoint Issue Maintenance - per Customer	DDA29530	109999	\$20.00

Government - All Markets (Mkt CP) 79 - Municipal Investor Ckg / MINC

U.S. Bank ACH Services Pricing - 2016

Service Description	Element	AFP Code	Price
ACH Services			
ACH Direct File Transmission - NACHA Format			
Monthly Maintenance - per Customer (Max. \$50.00)	DDA22093	250000	\$50.00
On-Us Item	DDA22961	250102	
1-10,000 Total Items			\$0.02
10,001 Total Items and Above			\$0.02
Transit Item	DDA22075	250102	
1-10,000 Total Items			\$0.02
10,001 Total Items and Above			\$0.02
International ACH Item (in addition to originated item)	DDA22987	25010K	\$3.50
Addenda Item (no charge if originated via EDI) - per Addenda Item	DDA22063	250120	\$0.01
Process Run - per Unique Company ID (Max. \$275.00)	DDA22959	250501	\$2.00
Direct ACH Setup - per Customer	DDA22090	251000	\$300.00
ACH Direct File Transmission - Non NACHA Format			
Monthly Maintenance - per Customer (Max. \$220.00)	DDA21032	300000	\$220.00
On-Us Item	DDA22961	250102	
1-10,000 Total Items			\$0.02
10,001 Total Items and Above			\$0.02
Transit Item	DDA22075	250102	
1-10,000 Total Items			\$0.02
10,001 Total Items and Above			\$0.02
ACH Payment Translation - per Payment	DDA21036	250102	\$0.08
ACH Originated Item - per Addenda	DDA21037	30012Z	\$0.04
Direct Transmission - per File (Max. \$330.00)	DDA21038	300100	\$15.00
Originated VAN Transmission Kilocharacter	DDA21040	300102	\$0.45
Modify Map	DDA21030	300300	\$250.00
Standard Setup (ANSI X12 format)	DDA21027	300300	\$275.00
Custom Setup	DDA21028	300301	\$950.00
Custom Acknowledgement Setup	DDA21031	300301	\$150.00
Payables File Manager Monthly Maint	DDA21801	309999	\$25.00
Payables File Manager Std Setup	DDA21800	309999	\$75.00
Third Party Vendor Origination - NACHA Format			
Monthly Maintenance - per Third Party Service Provider (Max. \$25.00)	DDA22091	250000	\$25.00
On-Us Item	DDA22961	250102	
1-10,000 Total Items			\$0.02
10,001 Total Items and Above			\$0.02
Transit Item	DDA22075	250102	
1-10,000 Total Items			\$0.02
10,001 Total Items and Above			\$0.02
Addenda Item (no charge if originated through EDI) - per Addenda Item	DDA22063	250120	\$0.01
Process Run - per Unique Company ID (Max. \$275.00)	DDA22959	250501	\$2.00
Third Party Service Provider Setup - per Company ID	DDA22092	251040	\$60.00

SinglePoint ACH Origination (New Service)

SinglePoint ACH Origination Mo Maint - per Customer	DDA29651	250000	\$45.00
SinglePoint ACH Not On-Us Item	DDA22204	250102	\$0.19
SinglePoint ACH On-Us Item	DDA22203	250102	\$0.18
International ACH Item (in addition to originated item)	DDA22987	25010K	\$3.50
SinglePoint ACH Return - per Item	DDA22207	250302	\$3.00
SinglePoint ACH Notification of Change - per Item	DDA22208	251070	\$3.00
SP ACH Origination Rec Email - per Email	DDA29661	250000	\$0.10
Addenda Item (no charge if originated through EDI) - per Item	DDA22063	250120	\$0.01
SinglePoint ACH Process Run - per Unique Company ID	DDA22206	250505	\$5.50
SP ACH Origination Setup - per Customer	DDA29650	250000	\$20.00

Secure Storage

Secured Storage of Supplier Information	DDA30026	999999	\$100.00
Pay Instruction Augmentation	DDA30027	999999	\$0.05

ACH Direct File Transmission - Confirmation

File Receipt via Fax	DDA22630	259999	\$5.00
Confirmation via Email - per Email	DDA22632	259999	\$0.50
Confirmation via Transmission - per Transmission	DDA22634	259999	\$1.50
Outgoing Transmission - per Transmission File (Max. \$330.00)	DDA22415	259999	\$20.00
Outgoing Transmission Setup	DDA22510	251000	\$500.00

Received Items

Intl Received Item - per item	DDA22422	250202	\$0.50
Received Item - per item	DDA22423	250202	\$0.07
Received Addenda Item	DDA22972	250220	\$0.04

Secured Funds

Monthly Maintenance - per Customer (Max. \$60.00)	DDA22094	250000	\$60.00
Non Sufficient Funds - per Batch or File	DDA22098	259999	\$50.00

Return/Notification of Change

SinglePoint ACH Return and NOC Report - per Account	DDA29205	250720	
First Account			\$9.00
Each Additional Account			\$2.00
Return - per Received Item	DDA22070	250302	\$1.50
ACH Return - Customer Originated - per Item	DDA22076	250302	\$1.25
Notification of Change - per Item	DDA22414	251070	\$1.00
ACH Automated Dishonor - per Item	DDA22240	250302	\$3.00
ACH Automated Dishonor Item Reported - per Fax	DDA22241	250401	\$5.00
Return and NOC via Fax - per Item	DDA22514	250401	\$0.00
Return and NOC via Transmission - per Item	DDA22516	250670	\$1.75
Outgoing Transmission - per Transmission File (Max. \$330.00)	DDA22415	259999	\$20.00
Outgoing Transmission Setup	DDA22510	251000	\$500.00

Notification of Change Manager

Monthly Maintenance - per Account	DDA22429	251070	\$35.00
NOC Database Report via Transmission - per Customer	DDA22430	251070	\$30.00
Converted Item	DDA22428	251070	\$3.00
Database Add - per Item	DDA22427	251070	No Charge
Outgoing Transmission - per Transmission File (Max. \$330.00)	DDA22415	259999	\$20.00

Redeposit Reporting

SinglePoint Redeposit Report - per Customer	DDA29207	250720	\$10.00
Redeposit Item	DDA22927	250310	\$3.50
Redeposit Report via Fax - per Item	DDA22925	259999	\$5.00
Outgoing Transmission - per Transmission File	DDA22415	259999	\$20.00
Outgoing Transmission Setup	DDA22510	251000	\$500.00

Adjustments

SinglePoint ACH Adjustment Service Monthly Maintenance - per Customer	DDA29504	250611	\$15.00
SinglePoint or Manual Form - Request per Item	DDA22071	250640	\$25.00
SinglePoint or Manual Form - Request per Batch	DDA22064	250641	\$25.00
SinglePoint or Manual Form - Request per File	DDA22067	250642	\$17.00
ACH Letter of Indemnity	DDA22072	250641	\$35.00

Data Capture Reporting - NACHA Format

Monthly Maintenance - per Account	DDA22403	250000	\$30.00
Data Capture Individual Settlement - per Item	DDA22402	250202	\$0.10
Data Capture Consolidated Settlement - per Item	DDA22407	250202	\$0.20
Outgoing Transmission - per Transmission File (Max. \$330.00)	DDA22415	259999	\$20.00
ACH Data Capture Transmission Setup (Max. \$275.00)	DDA22095	251000	\$275.00

Data Capture Reporting - Human Readable Report

SinglePoint ACH Transaction Capture Report - per Account	DDA29211	250720	\$35.00
Data Capture Individual Settlement - per Item	DDA22402	250202	\$0.10
Data Capture Consolidated Settlement - per Item	DDA22407	250202	\$0.20
ACH Data Capture Report Setup	DDA22096	251000	\$50.00

Data Capture Reporting - Non NACHA Format

Data Capture Monthly Maintenance - per Account	DDA21090	300010	\$155.00
Data Capture Item - per Payment	DDA21091	300210	\$0.08
ACH Data Capture Receivable Addenda - per Addenda Item	DDA21092	300210	\$0.03
Outbound Direct Transmission - per Transmission (Max. \$330.00)	DDA21095	300500	\$15.00
Outbound VAN Transmission - per Kilocharacter	DDA21097	300502	\$0.40
Standard File Setup	DDA21086	300320	\$275.00
Custom File Setup	DDA21087	300321	\$550.00
Additional File Hours Setup	DDA21088	300320	\$85.00
File Modify Map	DDA21089	300320	\$250.00

Human Readable ACH Remittance Reporting

SinglePoint EDI Remittance Report - per Account	DDA29225	300225	No Charge
SinglePoint EDI Supplemental Report - per Account	DDA29226	300224	No Charge
Monthly Maintenance - per Account	DDA21184	300010	
First Account			\$45.00
Each Additional Account			\$35.00
Report via Fax - per Faxed Page	DDA21189	300221	\$5.00
Report Setup - per Account	DDA21182	300320	\$30.00
Payee Remittance Report Email	DDA21042	300125	\$1.00
Payee Remittance Report - per Receiver Setup/Modified	DDA21041	300310	\$30.00

ACH Block and Filter

ACH Filter Monthly Maintenance - per Account	DDA22991	251050	\$20.00
ACH Block Monthly Maintenance - per Account	DDA22520	251050	\$15.00
Block and Filter Service Setup - per Account	DDA22523	251055	\$30.00

ACH Positive Pay

SinglePoint ACH Positive Pay Monthly Maintenance - per Account	DDA22641	250000	\$17.50
ACH Positive Pay - per Authorization Added	DDA22642	250000	\$1.00
ACH Positive Pay Item - per Item Paid	DDA22643	250000	\$0.08
ACH Positive Pay Setup - per Account	DDA22640	250000	\$20.00

UPIC secure account identifier

UPIC Monthly Maintenance - per ID	DDA22350	251000	\$12.00
UPIC Setup Fee - per ID	DDA22351	251001	\$30.00

Business eCheck Block

Monthly Maintenance - per Account	DDA22532	251055	\$12.00
Block - per Item	DDA22530	251052	No Charge
Setup - per Account (Max. \$30.00)	DDA22531	251055	\$30.00

Collection/Distribution Reporting

Outgoing Transmission - per Transmission File (Max. \$330.00)	DDA22415	259999	\$20.00
Outgoing Transmission Report Setup	DDA22801	251000	\$275.00

Pre-Authorized Debits

Monthly Maintenance - per Account	DDA22073	25010D	\$125.00
Check Item	DDA22074	25010E	\$1.00

Additional Services

SinglePoint ACH Settlement Report Monthly Maintenance - per Account	DDA29208	250720	\$35.00
ACH Settlement Report Monthly Maint. - per Customer (Fax Only)	DDA22989	250701	\$40.00
ACH Membership List File	DDA22929	251030	\$100.00
Sunday Processing	DDA22088	259999	\$60.00
Additional Programming - per Hour	DDA22097	251001	\$125.00
Research - per Hour	DDA22993	259999	\$100.00
PGP file-level Encryption Setup	DDA35050	010803	\$200.00
PGP file-level Encryption - Monthly Maintenance	DDA35051	010802	\$55.00
Government - All Markets (Mkt CP) 79 - Municipal Investor Ckg / MINC			

U.S. Bank BAI Information Reporting Transmission Pricing - 2016

Service Description	Element	AFP Code	Price
BAI Information Reporting Transmission			
Data Transmission (BAI format)			
Prev Day Data Transmissions Monthly Maintenance - per Account	DDA29421	400110	
First Account			\$60.00
Each Additional Account			\$40.00
Previous Day Data Transmissions - per Transmission	DDA29422	400110	\$15.00
Previous Day Data Transmissions - per Item	DDA29423	400232	\$0.02
Previous Day ACH Addenda Monthly Maintenance - per Account	DDA29418	400110	\$30.00
Previous Day ACH Detail Reporting Monthly Maintenance - per Account	DDA29412	400110	\$30.00
Previous Day ACH Detail Reporting - per Item	DDA29413	400272	\$0.01
Previous Day Data Transmission Setup - per Transmission	DDA29420	400110	\$200.00
Current Day Data Transmissions Monthly Maintenance	DDA29425	400110	
First Account			\$70.00
Each Additional Account			\$30.00
Current Day Transmissions - per Transmit (Max. \$330.00)	DDA29426	400110	\$15.00
Current Day Data Transmissions - per Item	DDA29427	400110	\$0.02
Current Day ACH Addenda Monthly Maintenance - per Account	DDA29428	400110	\$30.00
Current Day Data Transmission Setup - per Transmission	DDA29424	400110	\$200.00

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U.S. Bank Branch Cash Services Pricing - 2016

Service Description	Element	AFP Code	Price
Branch Cash Services			
Branch Cash Deposited			
*Cash Deposited - per \$100	DDA23603	10001Z	\$0.04
Branch Deposit Processing - per Deposit	DDA23428	100000	\$1.25
Night Deposit Processing - per Deposit	DDA23422	109999	\$1.25
Coin Deposit - per Roll	DDA23533	100011	\$0.14
Loose Mixed Coin Deposit - per Bag	DDA23632	100012	\$10.00
Fed Ready Coin Deposit - per Bag	DDA23631	100014	\$3.50
Cash Deposit Adjustment - per Adjustment	DDA23427	100501	\$7.00
Branch Cash Ordered			
Currency Order - per Strap	DDA23519	10004A	\$0.65
Loose Currency Ordered - per \$100	DDA23500	100048	\$0.10
Coin Rolls Ordered - per Roll	DDA23532	100044	\$0.15
Coin Rolls Ordered - per Box	DDA23522	100046	\$5.25
Loose Coin Ordered - per Bag	DDA23630	100047	\$3.50
Change Order - per Order	DDA23602	100040	\$5.00

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**Cash Deposited is calculated by dividing each cash deposit by 100 and rounding the resulting value*

U.S. Bank Cash Vault Pricing - 2016

Service Description	Element	AFP Code	Price
Cash Vault			
Deposited Coin and Currency			
Cash Deposit - per \$100	DDA65001	100114	\$0.05
Cash Vault Deposit	DDA65006	100100	\$0.15
Envelope Deposited	DDA65010	100104	\$2.00
Coin Bag Deposited	DDA65011	100113	\$2.00
Loose Coin Deposited	DDA65012	100111	\$10.00
Cash Deposit Adjustment	DDA65018	100501	\$0.00
Mailed Receipt	DDA65060	109999	\$0.00
Purchased Coin and Currency			
Individual Coin Roll	DDA65029	100144	\$0.08
Box Coin Ordered	DDA65030	100146	\$4.75
Currency Order - per Strap	DDA65031	10014A	\$0.30
Standard Cash Order	DDA65032	100141	\$0.30
Nonstandard Cash Order	DDA65033	100141	\$0.30
Late Cash Order	DDA65034	100143	\$15.00
Coin Bag Ordered	DDA65036	100147	\$3.00
Supplies			
Small Deposit Bags - per Box	DDA65051	100830	\$13.00
Medium Deposit Bags - per Box	DDA65052	100830	\$20.00
Large Deposit Bags - per Box	DDA65053	100830	\$34.00
Extra Large Deposit Bags - per Box	DDA65047	100830	\$65.00
Currency Straps - per Box	DDA65050	100800	\$4.00
Coin Wrappers - per Box	DDA65055	100810	\$3.00
Coin Envelopes - per Box	DDA65056	100860	\$16.00
Coin Bag Seals - per Box	DDA65058	109999	\$17.00
Poly Coin Bags - per Box	DDA65054	100830	\$40.00
Reporting			
Special Vault Report	DDA65072	100724	\$100.00

Cash Vault Extended Network

Deposited Coin and Currency

Cash Deposit - per \$100 - Extended	DDA65501	100114	\$0.14
Cash Vault Deposit - Extended	DDA65506	100100	\$1.25
Envelope Deposited - Extended	DDA65510	100104	\$2.00
Coin Bag Deposited - Extended	DDA65511	100113	\$3.25
Loose Coin Deposited - Extended	DDA65512	100111	\$10.00
Cash Deposit Adjustment - Extended	DDA65518	100501	\$8.25
Mailed Receipt - Extended	DDA65560	109999	\$1.00

Purchased Coin and Currency

Individual Coin Roll - Extended	DDA65529	100144	\$0.13
Box Coin Ordered - Extended	DDA65530	100146	\$4.75
Currency Order - per Strap - Extended	DDA65531	10014A	\$0.65
Standard Cash Order - Extended	DDA65532	100141	\$5.00
Nonstandard Cash Order - Extended	DDA65533	100141	\$6.00
Late Cash Order - Extended	DDA65534	100143	\$15.00
Coin Bag Ordered - Extended	DDA65536	100147	\$3.00

Supplies

Small Deposit Bags - per Box - Extended	DDA65551	100830	\$13.00
Medium Deposit Bags - per Box - Extended	DDA65552	100830	\$20.00
Large Deposit Bags - per Box - Extended	DDA65553	100830	\$34.00
Extra Large Deposit Bags - per Box - Extended	DDA65547	100830	\$65.00
Currency Straps - per Box - Extended	DDA65550	100800	\$4.00
Coin Wrappers - per Box - Extended	DDA65555	100810	\$3.00
Coin Envelopes - per Box - Extended	DDA65556	100860	\$16.00
Coin Bag Seals - per Box - Extended	DDA65558	109999	\$17.00
Poly Coin Bags - per Box - Extended	DDA65554	100830	\$40.00

Reporting

Special Vault Report - Extended	DDA65572	100724	\$100.00
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Depository Supply prices and availability subject to change without notice.

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U.S. Bank Check Image Services Pricing - 2016

Service Description	Element	AFP Code	Price
Check Image Services			
Image Archive CD-ROM			
Image Archive CD-ROM Monthly Maintenance - per Acct	DDA14013	151350	\$50.00
Image Archive CD-ROM Paid Checks - per Item	DDA14010	151351	\$0.06
Image Archive CD-ROM Ck/Dep Image - per Item	DDA14038	151351	\$0.06
Image Archive CD-ROM - per CD-ROM	DDA14011	151353	\$30.00
Image Archive CD-ROM - per Duplicate CD-ROM	DDA14014	151353	\$30.00
Image Archive CD-ROM Viewing Software - per Customer	DDA14012	151730	\$150.00
Image Archive Setup - per Customer	DDA14020	151600	\$250.00
SinglePoint Information Reporting/Stops			
Short Term Images - per Item Retrieved	DDA14045	151352	\$2.00
SinglePoint Image Access			
Image Access Monthly Maintenance - per Account	DDA29541	151350	\$30.00
Image Access Paid Check Images - per Item Stored	DDA14043	151351	\$0.035
Image Access Deposited Item Images - per Item Stored	DDA14044	151351	\$0.035
Image Access Setup - per Customer	DDA29540	151399	\$20.00
SinglePoint Returned Deposited Items (Using Information Reporting/Image Access)			
Returned Deposited Item Image Retrieved - per Item	DDA01110	100403	\$0.10
Returned Deposited Item Advice Retrieved - per Item	DDA01111	100414	\$1.00
SinglePoint Image File Delivery			
Image File Delivery Monthly Maintenance - per Account	DDA29542	151350	\$100.00
Image File Delivery - per Item	DDA14047	151354	\$0.07
Image File Delivery - per Transmission	DDA14051	151354	\$15.00
Image File Delivery Setup - per Customer	DDA14050	151600	\$200.00

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U.S. Bank Check Payables Pricing - 2016

Service Description	Element	AFP Code	Price
Check Payables			
Standard Check Payables			
Check Payables Monthly Maintenance - per Account	DDA21072	300000	
First Account			\$175.00
Each Additional Account			\$40.00
Check Payables Check Payment - per Check (Min. \$275.00)	DDA21075	151810	
1 - 3,000 Total Checks			\$0.47
3,001 - 25,000 Total Checks			\$0.37
25,001 - 50,000 Total Checks			\$0.32
50,001 - 100,000 Total Checks			\$0.27
> 100,000 Total Checks			\$0.22
Check Payables Setup Standard - per Account	DDA21066	300300	\$2,000.00
Off-Us Check Payables			
Off-Us Check Payables Monthly Maintenance - per Account	DDA21500	150040	
First Account			\$175.00
Each Additional Account			\$100.00
Off-Us Check Payables - per Check (Min. \$350.00)	DDA21501	151810	
1 - 3,000 Total Checks			\$0.52
3,001 - 25,000 Total Checks			\$0.44
25,001 - 50,000 Total Checks			\$0.42
50,001 - 100,000 Total Checks			\$0.39
> 100,000 Total Checks			\$0.36
Off-Us Check Payables Setup - per Account	DDA21502	151880	\$2,000.00
SinglePoint Check Payables			
SPT Check Payables Monthly Maintenance - per Account	DDA21063	150040	\$45.00
SPT Check Payables - per Check	DDA21064	151810	
1 - 100 Total Checks			\$0.87
101 - 500 Total Checks			\$0.76
501 - 1,000 Total Checks			\$0.66
1,001 Total Checks and Above			\$0.40
SPT Check Payables Setup Fee - per Customer	DDA21065	151880	\$500.00
Printing and Mailing Fees			
Check Payables Envelopes - per Envelope	DDA21508	151810	\$0.035
Check Payables Check Additional Page - per Page	DDA21076	151830	\$0.25
Check Payables Postage - per Check	DDA21077	151850	\$0.1571
Check Payables Express Mail Special Handling - per Destination	DDA21078	151860	\$5.00
Check Payables Brochure Print - per Item	DDA21079	1518A0	\$1.00
Check Payables Brochure Insert - per Item	DDA21080	1518A0	\$0.15

Transmission Fees

Check Payables Transmission - per Transmission (Max. \$330.00)	DDA21081	300100	\$15.00
Check Payables VAN Transmission - per Kilocharacter	DDA21083	300102	\$0.45

SinglePoint Payables File Manager

SinglePoint File Status Manager Monthly Maintenance - per Account	DDA21801	309999	\$25.00
SinglePoint File Status Manager Setup - per Account	DDA21800	309999	\$75.00

Additional Setup and Modification Fees

Check Payables Setup Custom	DDA21067	151870	\$3,000.00
Check Payables Additional Setup Hours - per Hour	DDA21069	300300	\$150.00
Check Payables Modify Map - per Map	DDA21070	300300	\$150.00
Check Payables Custom Acknowledgement - per Ack	DDA21071	300301	\$150.00

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U.S. Bank Controlled Disbursement Pricing - 2016

Service Description	Element	AFP Code	Price
Controlled Disbursement			
Controlled Disbursement			
CD Monthly Maintenance - per Account	DDA13630	150000	\$200.00
CD Checks Paid - per Item (Min. \$120.00)	DDA13631	150110	\$0.05
CD Transmission - per Item	DDA13636	150110	\$0.04
CD Transmission Output - per File	DDA13635	150110	\$18.00
Setup Fee			
CD Setup Fee - per Account	DDA13638	159600	\$175.00

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DDA electronic debit and credit charges for the daily funding transactions also apply.

U.S. Bank Courier Services Pricing - 2016

Service Description	Element	AFP Code	Price
Courier Services			
Monthly Fee			
One Day - per Week Pick Up	DDA32008	101020	\$100.00
Two Days - per Week Pick Up	DDA32007	101020	\$145.00
Three Days - per Week Pick Up	DDA32006	101020	\$210.00
Four Days - per Week Pick Up	DDA32005	101020	\$265.00
Five Days - per Week Pick Up	DDA32004	101020	\$325.00
Special Request			
Special Request Pickup	DDA32009	101020	\$90.00
Cash Penalty Fee			
Cash Deposit Penalty Fee	DDA32030	101020	
First Occurrence			\$85.00
Second Occurrence			\$100.00
Three or More Occurrences			\$150.00
Supplies			
Poly Bags - per hundred bags	DDA32040	100830	at cost

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Courier Services are available in limited markets

Pricing is subject to change based on fuel surcharge rates.

U.S. Bank Data Integration Services Pricing - 2016

Use of these elements requires the advance approval of the Data Integration Product Manager.

Service Description	Element	AFP Code	Price
Data Integration Services			
Monthly Maintenance			
Data Integration Monthly Maintenance - per Account	DDA21198	300020	\$300.00
Transactions			
Data Integration Translation - per Kilocharacter	DDA21200	300519	
0 - 15,000 kilocharacters			\$0.50
15,001 - 30,000 kilocharacters			\$0.15
> 30,000 kilocharacters			\$0.05
Transmission			
Data Integration Transmission - per File (Max. \$330.00)	DDA21212	300500	\$15.00
Data Integration VAN Transmission - per Kilocharacter	DDA21214	300502	\$0.45
Service Setup			
Data Integration Setup	DDA21192	300341	\$2,000.00
Data Integration Acknowledgement Setup	DDA21193	300341	\$150.00
Data Integration Additional Test Files - per File	DDA21194	300341	\$100.00
Data Integration Implementation Assistance - per Hour	DDA21195	300341	\$150.00
Data Integration Modify Map - per Map	DDA21197	300341	\$150.00
Additional Services			
Monthly Maintenance - PGP file-level Encryption	DDA35051	010802	
First Account			\$55.00
Each Additional Account			\$0.00
Setup - PGP file-level Encryption	DDA35050	010803	
First Account			\$200.00
Each Additional Account			\$0.00

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U.S. Bank Depository Services Pricing - 2016

Service Description	Element	AFP Code	Price
Depository Services			
Account Maintenance			
Account Maintenance	DDA01543	010000	\$30.00
Balance Aggregation Fee	DDA01558	010010	
1 account - per Account			\$150.00
2 - 50 accounts - per Account			\$30.00
51 Total Accounts and Above - per Account			\$20.00
Credits/Deposits			
Electronic Credits	DDA01500	010101	\$0.10
Paper Credits	DDA01506	010101	\$0.15
Debits/Checks Paid			
Electronic Debits	DDA01553	010100	\$0.04
Paper Debits	DDA01556	010100	\$0.05
Rejected Checks Paid	DDA01358	150101	
First 50 Items			\$0.00
Each Additional Item			\$0.60
Deposited Items			
Deposited Item - On-Us	DDA01116	100220	\$0.025
Deposited Item - Transit	DDA01507	100224	\$0.03
Deposited Item - Canadian	DDA34515	10022Z	\$4.00
Lockbox Deposited Item - On-Us	DDA01115	100210	\$0.15
Lockbox Deposited Item - Transit	DDA01705	100214	\$0.15
Rejected Preencoded Deposited Item	DDA01357	100230	\$0.35
Deposit Coverage			
Deposit Coverage	DDA01205	000230	Varies*
Check Filter Service			
Check Filter Setup	DDA01515	159999	No Charge
Check Filter Monthly Maintenance	DDA01516	150240	No Charge
Check Filter Items Returned (Max. \$150.00)	DDA01517	150320	\$30.00
Overdrafts			
Overdraft Paid Fee	DDA01126	150341	\$37.00
Overdraft Returned Fee	DDA01103	150340	\$37.00
Extended Overdraft (Weekly Beginning on 8th Calendar Day)	DDA01130	000202	\$25.00
Uncollected Funds Usage Rate	DUMXXXX	000144	**Prime + 4%

Stop Payments

Stop Payment 24 Months - Manual	DDA01519	150420	\$35.00
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Statement Services

Statement with Checks	DDA01522	151360	\$15.00
Statement with All Items	DDA01520	151360	\$15.00
Statement with Items (Checks/Dep Tickets) - per Item	DDA01523	151360	
First 100 Items			\$0.00
Each Additional Item			\$0.05
Statement with Check Front Images	DDA01528	151350	\$12.00
Statement with Check Front and Back Images	DDA01532	151350	\$12.00
Statement with Check Front and Deposit Ticket Images	DDA01534	151350	\$12.00
Statement with Check Front and Back and Dep Ticket Images	DDA01536	151350	\$12.00
Statement with Deposit Ticket Images	DDA01538	151350	\$12.00
Statement with Images - per Image	DDA01530	151351	
First 100 Images			\$0.00
Each Additional Image			\$0.04
Snapshot Statement/Copy of Statement	DDA01610	010320	\$10.00
Statement Special Handling	DDA01360	010320	\$20.00
Special Statements	DDA01510	010320	\$14.00
Account Analysis Invoice Fee	DDA35706	000371	\$25.00
Check Sort Maintenance - per Account	DDA03366	151100	\$125.00
Check Sorting - per Item	DDA03535	151100	\$0.30
Deposit Recap Maintenance - per Account	DDA03100	100600	\$40.00

Miscellaneous

Official Bank Checks	DDA35557	150511	\$7.00
Money Orders	DDA35573	150514	\$5.00
Counter Checks	DDA01606	150810	\$2.00
Copy of Check or Deposit Ticket	DDA01204	151342	\$6.00
Account Inquiries By Phone	DDA01214	010600	\$6.00
Related Account Transfers By Phone	DDA01215	010600	\$6.00
Research - per Hour	DDA35773	010620	\$75.00
Fax Fee	DDA01003	159999	\$6.00
Deposit Error Correction	DDA01217	010630	\$15.00

Data Integration Services - Depository Statement

Electronic DDA Statement Monthly Maintenance	DDA21155	010330	\$150.00
Electronic DDA Statement Item Translation	DDA21156	300519	\$0.10
Electronic DDA Statement - per Transmission (Max. \$330.00)	DDA21158	010332	\$15.00
Electronic DDA Statement Standard Setup	DDA21151	300340	\$275.00
Electronic DDA Statement Custom Setup	DDA21152	300341	\$550.00
Electronic DDA Statement Additional Setup Hours	DDA21153	300340	\$85.00
Electronic DDA Statement Map Modification	DDA21154	300340	\$250.00

Data Integration Services - Analysis Statement

Electronic Account Analysis Monthly Maintenance (Max. \$60.00)	DDA21145	010440	\$60.00
Electronic Account Analysis - per Transmission (Max. \$330.00)	DDA21148	010442	\$15.00
Electronic Account Analysis Standard Setup	DDA21141	300340	\$275.00
Electronic Account Analysis Custom Setup	DDA21142	300341	\$550.00
Electronic Account Analysis Additional Setup Hours	DDA21143	300340	\$85.00
Electronic Account Analysis Map Modification	DDA21144	300340	\$250.00

Check Cashing for Non-Customers***

Checks Drawn on Other Banks	DDA32011	150500	\$10.00
Checks Drawn on U.S. Bank	DDA32014	150501	\$7.00

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****The Deposit Coverage fee is calculated on average ledger balances and is a managed rate based on factors including bank incurred costs for maintaining your deposits as well as other market indicators.***

*****Prime is defined as the U.S. Bank Prime Rate established on the first business day of the month***

******Applies when a business customer elects to pay fee on behalf of a non-customer presenter of check***

U.S. Bank E-Lockbox Pricing - 2016

Service Description	Element	AFP Code	Price
E-Lockbox			
Monthly Maintenance			
Monthly Maintenance - per Biller ID	DDA22702	310104	
First Biller ID			\$250.00
Each Additional Biller ID			\$50.00
Consumer-initiated Payments			
Remote Banking Items (Min. \$100.00)	DDA22705	250202	
0 - 4,999 Total Items			\$0.16
5,000 - 9,999 Total Items			\$0.11
10,000 - 24,999 Total Items			\$0.07
25,000 - 49,999 Total Items			\$0.09
50,000 - 99,999 Total Items			\$0.06
100,000 Total Items and Above			\$0.04
Consumer Credit Counseling Service Payments			
CCCS Item	DDA22706	250202	\$0.15
Account Conversion			
Implementation Setup	DDA22718	259999	\$500.00
Monthly Maintenance	DDA22719	259999	\$150.00
One Time Upload Fee Into Prod	DDA22720	259999	
0 to 1,000 Total Items			\$0.09
1,000 to 10,000 Total Items			\$0.05
10,000 Total Items and Above			\$0.02
Translation Fee	DDA22721	259999	\$0.01
Research Fee	DDA22722	259999	\$0.00
Return/Notification of Change			
Notification of Change - per Item	DDA22716	250302	\$2.00
Return - per Item	DDA22707	250302	\$1.75
Reporting			
Biller Activity Report Monthly Maint - per Biller ID	DDA22715	250701	\$20.00
Credit Counseling Report Monthly Maint - per Biller ID	DDA22714	250202	
First Item			\$500.00
All Additional Items			\$0.00
Supplemental Remittance Monthly Maint - per Biller ID	DDA40043	300220	\$80.00
Data Transmission			
Data Transmission - per Transmission (Max. \$330.00)	DDA21138	310113	\$15.00
VAN Data Transmission - per Kilocharacter	DDA21140	310114	\$0.40

File Translation

Reporting Translation - per Payment	DDA21135	310112	\$0.05
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Billers Stop Payment Process

Stop File Monthly Maint - Shared File or Dollar Amt	DDA22709	259999	
First item			\$75.00
2 to 5 items			\$25.00
All additional items			\$0.00
Stop File Monthly Maintenance - Direct File to BCP	DDA22711	259999	\$150.00
Stop Payment - per Item	DDA22710	250312	\$1.00

Modifications

Reporting Modifications, Administrative	DDA21132	310103	\$5.00
Reporting Modifications, Map	DDA21133	310103	\$150.00

Setup Fee

Custom Setup	DDA21131	310102	\$750.00
Setup	DDA21130	310100	\$750.00
ELBX Multicycle File Setup	DDA21219	310100	\$200.00
Stop File Setup - Shared File or Dollar Amount Stop	DDA22712	251000	\$100.00
Stop File Setup - Direct File to BCP	DDA22713	251000	\$200.00

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U.S. Bank E-Payment Service Pricing - 2016

Service Description	Element	AFP Code	Price
E-Payment Service			
Monthly Maintenance and Reporting			
Web Monthly Maintenance	DDA04603	310000	
First Application			\$125.00
Each Additional Application			\$50.00
IVR Monthly Maintenance	DDA04618	310000	
First Application			\$350.00
Each Additional Application			\$150.00
One Time-Payments (E-Check(ACH), Credit & ATM Card)			
Total Web one-time Payments - per Confirmation Number	DDA04604	310420	
1 - 1,000 Total Items			\$0.45
1,001 - 10,000 Total Items			\$0.35
10,001 - 50,000 Total Items			\$0.25
50,001 - 100,000 Total Items			\$0.20
100,001 - 250,000 Total items			\$0.16
250,001 Total Items and Above			\$0.19
Total IVR one-time Payments - per Confirmation Number	DDA04605	310420	
1 - 1,000 Total Items			\$0.67
1,001 - 10,000 Total Items			\$0.48
10,001 - 50,000 Total Items			\$0.36
50,001 - 100,000 Total Items			\$0.28
100,001 - 250,000 Total items			\$0.24
250,001 Total Items and Above			\$0.19
IVR - per Minute	DDA04622	310420	\$0.13
Recurring Payments (E-Check(ACH), Credit & ATM Card)			
Total Web Recurring Payments - per Confirmation Number	DDA04699	310420	
1 - 1,000 Total Items			\$0.37
1,001 - 10,000 Total Items			\$0.29
10,001 - 50,000 Total Items			\$0.25
50,001 - 100,000 Total Items			\$0.21
100,001 - 250,000 Total items			\$0.18
250,001 Total Items and Above			\$0.15
ACH Items and Fees			
E-Payment Fed Item	DDA22614	250102	\$0.04
E-Payment On-Us Item	DDA22613	250102	\$0.04
E-Payment Return - per Item	DDA22615	250302	\$3.00
E-Payment Notification of Change - per Item	DDA22616	251070	\$2.50

Custom Remittance Reporting

Custom Remittance File Monthly Maintenance	DDA21123	300029	\$150.00
Custom Remittance File - per Payment	DDA21124	300519	\$0.08
Custom Remittance File - per Transmission (Max. \$330.00)	DDA21127	310501	\$5.00
Custom Remittance File VAN Transmission - per Kilocharacter	DDA21129	300502	\$0.00
Custom Remittance File Setup	DDA21120	300340	\$950.00
Custom Remittance File Setup Modification	DDA21122	300340	\$250.00

Additional Services

E-Payment Service Gateway Payments	DDA04725	310420	\$0.10
Real-Time Communications Support	DDA04709	310420	\$50.00
File Transmission Support	DDA04708	310420	\$100.00
Custom Programming - per Hour	DDA04602	310112	\$175.00
E-Payment Service Call Center Setup	DDA04707	310420	\$1,750.00
Visa Account Updater	DDA04640	310420	
1 - 500 Total Items			\$0.95
501 - 1,000 Total Items			\$0.75
1,001 - 5,000 Total Items			\$0.50
5,000 + Total Items			\$0.40

API Payments

Remote Web Services Set-Up	DDA04703	310420	\$2,500.00
Remote Web Services Setup Additional Application	DDA04721	310420	\$1,000.00
API Single Payments	DDA04706	310420	
1 - 1,000 Total Items			\$0.47
1,001 - 10,000 Total Items			\$0.32
10,001 - 50,000 Total Items			\$0.23
50,001 - 100,000 Total Items			\$0.17
100,001 - 250,000 Total Items			\$0.14
250,001 Total Items and Above			\$0.11
Remote Web Services Monthly Maintenance	DDA04704	310420	\$200.00

Kiosk Channel

Kiosk Indoor Model - monthly fee per kiosk	DDA04741	310420	\$600.00
Kiosk Outdoor Model - monthly fee per kiosk	DDA04740	310420	\$820.00
Kiosk Setup - one time fee per customer	DDA04746	310420	\$3,500.00
Kiosk Monthly Maintenance - monthly fee per kiosk	DDA04743	310420	\$636.00
Kiosk Delivery Fee (S & H) - one time fee	DDA04744	310420	\$0.00
Kiosk Armored Car Service - monthly fee	DDA04745	310420	\$250.00
Kiosk Payments - per confirmation number	DDA04747	310420	\$0.95
Kiosk Add'l Language Options (English & Spanish are default options)	DDA04742	310420	\$525.00
Kiosk Add-On Service (Example: card dispenser)	DDA04748	310420	\$1.00

Implementation

Setup Web payments - 1st Application	DDA04600	310600	\$3,500.00
Setup Web payments - Additional Applications	DDA04601	310600	\$900.00
Setup IVR Payments - 1st Application	DDA04613	310600	\$4,000.00
Setup IVR Payments - Additional Applications	DDA04614	310600	\$1,000.00
Setup IVR and Web Payments - 1st Application	DDA04615	310600	\$7,500.00
Setup IVR and Web Payments - Additional Applications	DDA04616	310600	\$2,000.00

Test Application Hosting and Support (if requested)

IVR and Web Test Application Monthly Maintenance	DDA04669	310000	\$175.00
IVR Test Application Monthly Maintenance	DDA04668	310000	\$150.00
Remote Web Services Test Application Monthly Maintenance	DDA04724	310600	\$125.00
Web Test Application Monthly Maintenance	DDA04667	310000	\$50.00

Test Application Transactions (if requested)

Test Application IVR Transactions	DDA04692	310420	\$0.60
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Test Application Implementation (if requested)

IVR and Web Test Application Implementation - Post-Production	DDA04649	310600	\$0.00
IVR and Web Test Application Implementation - Pre-Production	DDA04648	310600	\$1,800.00
IVR Test Application Implementation - Post-Production	DDA04647	310600	\$0.00
IVR Test Application Implementation - Pre-Production	DDA04629	310600	\$1,500.00
Remote Web Services Test Application - Post Production	DDA04722	310420	\$1,800.00
Remote Web Services Test Application - Pre Production	DDA04723	310420	\$950.00
Test Application Hourly Support - per Hour	DDA04693	319999	\$0.00
Web Test Application Implementation - Post-Production	DDA04628	310600	\$0.00
Web Test Application Implementation - Pre-Production	DDA04627	310600	\$600.00

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U.S. Bank Email and Fax Information Delivery Pricing - 2016

Service Description	Element	AFP Code	Price
Email and Fax Information Delivery			
Email Information Delivery			
Previous Day Monthly Maintenance - per Customer	DDA29395	409999	\$25.00
Previous Day Report	DDA29396	400235	
First 25 Emails			\$0.00
Each Additional Emails			\$1.00
DDA Statement Report - per Report	DDA29397	400012	\$10.00
Setup - per Customer	DDA29394	400810	\$20.00
Fax Information Delivery			
Fax Previous Day Summary & Detail Monthly Maintenance - per Customer	DDA29151	409999	\$25.00
DDA Statement Report - per Report	DDA29156	409999	\$10.00

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U.S. Bank Positive Pay Services Pricing - 2016

Service Description	Element	AFP Code	Price
SinglePoint Positive Pay Services			
SinglePoint Positive Pay with Full Reconciliation			
Full Positive Pay Monthly Maintenance	DDA03014	150030	
First Reconciliation - per Account - per Cycle			\$95.00
Each Additional Reconciliation - per Account - per Cycle			\$15.00
Full/Positive Pay - per Item	DDA03137	150120	\$0.04
SinglePoint Positive Pay with Partial Reconciliation			
Partial Positive Pay Monthly Maintenance	DDA03101	150030	
First Reconciliation - per Account - per Cycle			\$75.00
Each Additional Reconciliation - per Account - per Cycle			\$15.00
Partial Positive Pay - per Item	DDA03102	150120	\$0.07
SinglePoint Positive Pay Only (without Reconciliation)			
Positive Pay Only Monthly Maintenance - per Account	DDA03106	150030	\$50.00
Positive Pay Only - per Item	DDA03107	150120	\$0.02
SinglePoint Same Day Positive Pay			
Same Day Positive Pay - per Item	DDA03044	150120	\$0.02
Same Day Positive Pay Exceptions - per Item	DDA03045	150120	\$1.75
Payee Positive Pay			
Teller Payee Positive Pay - per Account	DDA03130	150030	\$0.00
Payee Positive Pay Monthly Maintenance - per Account	DDA03016	150122	\$40.00
Payee Positive Pay - per Item	DDA03015	151022	\$0.02
Payee Positive Pay Exceptions - per Item	DDA03021	150122	\$2.00
Unreviewed Payee Exception Special Process - per Item	DDA03028	150310	\$0.15
SinglePoint Reverse Positive Pay			
Reverse Positive Pay Monthly Maintenance - per Account	DDA03105	150031	\$115.00
Reverse Positive Pay - per Item	DDA03992	150100	\$0.10
Reverse Positive Pay Report/File - per Account	DDA03025	150120	\$75.00
Reverse Positive Pay Image Retrieval - per Item	DDA03020	151352	\$1.00
Teller Cashing Block Monthly Maintenance - per Account	DDA03994	150120	\$30.00
Positive Pay Reporting Options			
Teller Positive Pay Special Handling - per Account	DDA03321	150520	\$35.00
ARP Outstanding Issue File - per Account	DDA03690	200201	\$10.00
Monthly Paid Check File - per Account	DDA03689	150120	\$10.00
SinglePoint Positive Pay Exceptions			
SinglePoint Positive Pay Exceptions - per Item	DDA03024	150310	\$3.00

Input (SinglePoint Issue Maintenance and Transmission)

SinglePoint Issue Maintenance Monthly Maintenance - per Customer	DDA29531	200201	\$20.00
SinglePoint Issue/Cancel Input - per Item	DDA03022	20020B	\$0.25
SinglePoint File Upload - per Account - per File	DDA03026	20020B	
First 5 Files			\$5.00
More than 5 Files			\$5.00
Transmission Input - per Transmission - per Account (Max. \$50.00)	DDA03121	200201	\$15.00
ARP Manual Input - per Item	DDA03536	200210	\$3.00
Stale Date Monthly Maintenance - per Account	DDA03036	150230	\$15.00

Return Items

SinglePoint Checks Returned Unpaid - per Item	DDA03017	150322	\$25.00
SinglePoint ACH Converted Checks Returned Unpaid - per Item	DDA03018	150322	\$25.00

Output

ARP Transmission Output - per Transmission	DDA03688	200301	\$15.00
ARP Transmission - per Item	DDA03122	200301	\$0.015
ARP Special Transmission Format - per Account	DDA03120	209999	\$35.00

File Confirmation

SinglePoint File Confirmation - per Confirm - per Account	DDA03027	159999	\$1.00
File Confirmation - per Fax - per Account	DDA03126	159999	\$3.50

Account Setup Fees

SinglePoint Positive Pay Setup - per Account	DDA29520	200410	\$100.00
SinglePoint Reverse Positive Pay Setup - per Account	DDA29525	150031	\$100.00
Payee Positive Pay Setup - per Account	DDA03013	151600	\$100.00
SinglePoint Issue Maintenance Setup - per Customer	DDA29530	109999	\$20.00

ACH Positive Pay Service

ACH Positive Pay Monthly Maintenance - per Account	DDA22641	250000	\$17.50
ACH Positive Pay - per Authorization Added	DDA22642	250000	\$1.00
ACH Positive Pay Item - per Item Paid	DDA22643	250000	\$0.08
ACH Positive Pay Setup - per Account	DDA22640	250000	\$20.00

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U.S. Bank Returned Deposited Item Services Pricing - 2016

Service Description	Element	AFP Code	Price
Returned Deposited Item Services			
Returned Items			
Returned Deposited Item - per Item	DDA01508	100400	\$1.00
Special Instructions			
Returned Deposited Item Maintenance - per Month	DDA01374	100405	
First Account			\$10.00
Each Additional Account			\$5.00
Returned Deposited Item Redeposited - per Item	DDA01364	100402	\$0.75
Returned Deposited Items Transmission			
Returned Deposited Item Transmission Setup Fee	DDA01409	100440	\$200.00
Returned Deposited Item Transmission Images - per Item	DDA01406	100411	\$1.25
Returned Deposited Item Transmission - per Transmission (min. \$150.00) (Max. \$225.00)	DDA01402	100411	\$15.00
Returned Deposited Item Reason Code Keyed - per Item	DDA01385	100401	\$0.25
Returned Deposited Item Maker Name Keyed - per Item	DDA01369	100430	\$2.50
Other Notification Options			
Returned Deposited Item Duplicate Advice Faxed - per Fax	DDA01014	100411	\$3.00
Returned Dep Item Duplicate Advice Mailed - per Advice	DDA01367	100401	\$5.00
Returned Deposited Item Emailed Notice - per Day	DDA01407	100440	\$2.25
<i>Charged in addition to email per item fee.</i>			
Returned Deposited Item Special Advice - per Day	DDA01365	100440	\$3.00
Returned Deposited Item Phone Call - Next Day - per Item	DDA01377	100420	\$16.00
Returned Deposited Item Image Emailed Items - per Item	DDA01376	100440	\$2.00
Returned Deposited Item Fax Notification - per Day	DDA01109	100411	\$5.50
Returned Dep Item Image Copy of Returned Item - per Item	DDA01108	100401	\$2.50

Miscellaneous Instructions

Returned Deposited Item Special Mail Handling - per Item	DDA01388	100440	\$1.50
Returned Deposited Item Reason Code Keyed - per Item	DDA01385	100401	\$0.25
Returned Deposited Item Maker Name Keyed - per Item	DDA01369	100430	\$2.50
Returned Deposited Item Manual Processing - per Item	DDA01370	100430	\$3.00
Returned Deposited Item Recap / Summary Report - per Day	DDA01371	100440	\$8.00
Returned Dep Item Requalified / Consolidated - per Item	DDA01386	100401	\$10.00

SinglePoint Returned Deposited Item Reporting

Returned Deposited Item Image Retrieved - per Item	DDA01110	100403	\$0.10
Returned Deposited Item Advice Retrieved - per Item	DDA01111	100414	\$1.00

SinglePoint Returned Item Decisioning

Returned Item Decisioning Monthly Maintenance - per Account	DDA29810	409999	
First Account			\$5.00
2 - 49 Accounts			\$1.00
50 Accounts and Above			\$0.00
Returned Deposited Item Image Retrieved - per Item	DDA01110	100403	\$0.10
Returned Deposited Item Disposition Change - per Item	DDA01112	100401	\$1.00

Government - All Markets (Mkt CP) 79 - Municipal Investor Ckg / MINC

U.S. Bank Scannable Wholesale Lockbox Services Seattle Pricing - 2016

Service Description	Element	AFP Code	Price
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Scannable Wholesale Lockbox Services

Standard Processing

Monthly Maintenance - Seattle	00A0110	050000	
First Lockbox	1		\$110.00
Each Additional Lockbox			\$120.00
Deposit per Credit - Seattle	00A0111	050300	\$1.25
Processed Item with OCR - Seattle	00A0110	050122	\$0.22
Multiple Payment Surcharge per Item - Seattle	00A0110	050103	\$0.15
Processed Item - Seattle	00A0110	050100	\$0.30
Exception Item - Seattle	00A0110	050500	\$0.33
Cash Processing - per Envelope - Seattle	00A0110	05013B	\$8.00
Foreign Check - per Item - Seattle	00A0110	050105	\$5.00
Photocopy - per Item - Seattle	00A0110	05011A	\$0.15
Package Preparation - per Month - Seattle	00A0110	05011L	\$35.00
US Mail Item - Seattle (Min. \$21.00)	00A0110	050410	\$0.14

Additional Processing

Batch - per Item - Seattle	00A0110	050112	\$0.13
Credit Card Item - Seattle (Min. \$25.00)	00A0110	05013A	\$1.00
Data Keystroke - Seattle	00A0110	050126	\$0.02
Envelope Return - per Item - Seattle	00A0110	05011E	\$0.10
Document Matching - per Item - Seattle	00A0110	050115	\$0.07
Staple Photocopy to Remit - per Item - Seattle	00A0110	050117	\$0.07
MICR Capture Item - Seattle	00A0110	050121	\$0.09
Sort - per Item - Seattle	00A0110	050112	\$0.14
Manual Mail/Express Mail Open - Seattle	00A0110	050111	\$9.00
Positive/Negative File - per Month - Seattle	00A0110	050135	\$350.00

Reporting

Data Transmission Monthly Maintenance - Seattle	00A0110	050401	
First Lockbox	1		\$150.00
Each Additional Box (same transmission/site)			\$25.00
Email Reporting - Seattle	00A0110	05040Z	\$100.00
Fax Totals Report - per Month - Seattle	00A0110	050320	\$135.00
Fax Detail Report - per Month - Seattle	00A0110	050321	\$175.00
Hardcopy Reports - per Month - Seattle	00A0110	050321	\$200.00
Returned Item Transmission Monthly Maintenance - Seattle	00A0110	050128	\$100.00
Returned Item Transmission Item - Seattle	00A0110	050128	\$0.01
SinglePoint Lockbox Detail - per Account	00A0110	050311	\$55.00
SinglePoint Lockbox Summary - per Account	00A0110	050310	\$55.00
SinglePoint Current Day Detail - per Item	00A0110	400272	\$0.02

Image Delivery Services

Image Monthly Maintenance - Seattle	00A0111	05011R	\$75.00
Image Check/Coupon - Seattle	00A0111	05011R	\$0.0035
Image Document - Seattle	00A0111	05011R	\$0.12
Image 2 Year Archive Item - Seattle	00A0111	05011R	\$0.04
Image 7 - 10 Year Archive Item - Seattle	00A0111	05011R	\$0.05
Image CD-ROM/DVD Archive Disc - Seattle	00A0110	05011R	\$30.00
Image Document Storage - Seattle (addl 30 days)	00A0110	050600	\$50.00
Image Transmission Monthly Maintenance- Seattle	00A0110	050420	
Monthly Maintenance, First Box			\$250.00
Each Additional Box (same transmission/site)			\$25.00
Image Transmission Check/Coupon - Seattle	00A0110	05011R	\$0.05
Image Transmission Document - Seattle	00A0110	05011R	\$0.10
Image Document Retrieval per Day - Seattle	00A0110	050610	\$25.00
Image Report - per Month - Seattle	00A0110	05011R	\$100.00

Web Decisioning Services

Web Decisioning Monthly Maintenance - Seattle	00A0119	05021Q	\$150.00
Web Decisioning Item - Seattle	00A0119	05021Q	\$0.65

Split Deposit Services

Split Deposit Monthly Maintenance - Seattle	00A0111	050303	\$100.00
Split Deposit per Account - Seattle	00A0111	050303	\$15.00
Split Deposit per Item - Seattle	00A0111	050303	\$0.10

Payment Lookup Services

Payment Lookup Monthly Maintenance - Seattle	00A0112	05021R	\$75.00
Payment Lookup Item - Seattle	00A0112	05021R	\$0.05

Data Translation Services

Lockbox Data Translation Monthly Maintenance	00A2111	050400	\$150.00
Lockbox Data Translation - per Kilocharacter	00A2111	300519	\$0.37
Lockbox Data Translation Transmission - per File	00A2111	050401	\$15.00
Lockbox Data Translation VAN Transmission - per Kiloc	00A2111	050401	\$0.40
Lockbox Data Translation Setup Fee	00A2110	300340	\$950.00
Lockbox Data Translation Additional Setup Hours	00A2111	300340	\$85.00

Other

Payees 8 to 15 per Month - Seattle	00A0112	050131	\$60.00
Payees 16 to 25 per Month - Seattle	00A0112	050131	\$110.00
Payees 26 to 50 per Month - Seattle	00A0112	050131	\$160.00
Accept All Payees per Month - Seattle	00A0112	050131	\$300.00
Account Changes - Seattle	00A0114	059999	\$15.00
Photocopy Request - Seattle	00A0114	050610	\$8.00
Special Handling per Month - Seattle	00A0113	05011P	\$40.00
PO Box Rental - Seattle (Direct Charge)	00A0113	050002	At Cost

Lockbox Set-Up

Scannable Lockbox Setup - Seattle	00A0113	05021Q	\$300.00
Image Setup - Seattle	00A0110	05011R	\$150.00
Data/Image Transmission Setup - Seattle	00A0110	050138	\$300.00
Add-On Service Setup - Seattle	00A0113	101330	\$150.00

Government - All Markets (Mkt CP) 79 - Municipal Investor Ckg / MINC

U.S. Bank SinglePoint Pricing - 2016

Service Description	Element	AFP Code	Price
SinglePoint			
Previous Day Reporting			
Previous Day Summary and Detail Monthly Maintenance	DDA29100	400272	
First Account			\$70.00
Each Additional Account			\$40.00
Previous Day Summary Monthly Maintenance	DDA29101	400273	
First Account			\$45.00
Each Additional Account			\$30.00
Previous Day Detail - per Item	DDA29110	400272	\$0.02
Previous Day Summary - per Item	DDA29111	400272	\$0.11
Previous Day ACH Addenda Monthly Maintenance - per Account	DDA29130	409999	\$30.00
Previous Day ACH Detail Reporting Monthly Maintenance - per Account	DDA29135	400272	\$30.00
Previous Day ACH Detail Reporting - per Item	DDA29136	400272	\$0.01
Short Term Images - per Item Retrieved	DDA14045	151352	\$2.00
Returned Deposited Item Image Retrieved - per Item	DDA01110	100403	\$0.10
Returned Deposited Item Advice Retrieved - per Item	DDA01111	100414	\$1.00
Information Reporting Setup - per Customer	DDA29001	400810	\$50.00
Current Day Reporting			
Current Day Summary and Detail Monthly Maintenance	DDA29010	400272	
First Account			\$80.00
Each Additional Account			\$40.00
Current Day Summary Monthly Maintenance	DDA29011	400273	
First Account			\$45.00
Each Additional Account			\$30.00
Current Day Detail - per Item	DDA29020	400272	\$0.02
Current Day Summary - per Item	DDA29021	400272	\$0.02
Current Day ACH Addenda Monthly Maintenance - per Account	DDA29030	409999	\$30.00
Short Term Images - per Item Retrieved	DDA14045	151352	\$2.00
Information Reporting Setup - per Customer	DDA29001	400810	\$50.00

International Reporting

International Previous Day Summary and Detail Monthly Maintenance	DDA29450	409999	
First Account			\$75.00
Accounts 2-20			\$50.00
Accounts 21-50			\$20.00
Accounts 51+			\$10.00

International Previous Day Summary Monthly Maintenance	DDA29452	409999	
First Account			\$75.00
Accounts 2-20			\$50.00
Accounts 21-50			\$20.00
Accounts 51+			\$10.00

Note: No per item fees apply with Summary only.

International Reporting Current Day - per Item	DDA29460	409999	\$0.17
International Reporting Previous Day - per Item	DDA29451	409999	\$0.17
International Reporting Current Day Report Request	DDA29465	409999	\$2.50
International Reporting Current Day - per Report (Max. \$100.00)	DDA29466	409999	\$5.00
International Reporting Setup - per Account	DDA29470	400810	\$100.00
Foreign Account Opening Fee - per Account	DDA29469	400810	\$1,000.00

Note: Only charged when no International services tied to account

International Request for Transfer

Intl Request for Transfer Monthly Maintenance - per Customer	DDA29513	350000	\$50.00
Intl Request for Transfer	DDA07701	350700	\$3.00
Intl Request for Transfer Setup - per Account	DDA29512	350000	\$100.00

Report File Delivery Transmissions

File Delivery Transmissions Monthly Maintenance - per Account	DDA29416	400110	
First Account			\$100.00
Each Additional Account			\$60.00
File Delivery Transmissions - per Transmission (Max. \$330.00)	DDA29417	400110	\$15.00
File Delivery Transmission Setup - per Transmission	DDA29415	400110	\$200.00

ACH Reporting

ACH Auto Dishonor Report - per Customer	DDA29215	250400	\$10.00
ACH Filter Authorization Report	DDA29210	250720	No Charge
ACH Filter Rejected Item Report	DDA29209	250720	No Charge
ACH Healthcare Claim Pymt Report - per Account	DDA29204	250720	\$40.00
ACH Received Item Report - per Account	DDA29206	250720	\$32.00
ACH Redeposit Report - per Customer	DDA29207	250720	\$10.00
ACH Return and NOC Report - per Account	DDA29205	250720	
First Account			\$9.00
Each Additional Account			\$2.00
ACH Secured Funds Pledge Report	DDA29216	250000	No Charge
ACH Settlement Report - per Account	DDA29208	250720	\$35.00
ACH Transaction Capture Report - per Account	DDA29211	250720	\$35.00

ARP Reporting

ARP Recon Reporting Monthly Maintenance - per Account	DDA03031	200306	\$10.00
ARP Recon File - per Item	DDA03029	200100	\$0.02
ARP Recon Extended Retention - per Account	DDA03033	200306	\$25.00
ARP Historic Report - per Request	DDA03030	200306	\$25.00
ARP Recon Outstanding File Monthly Maintenance - per Account	DDA03037	200306	\$10.00
ARP Recon Outstanding File - per Item	DDA03038	200306	\$0.02
ARP Daily Outstanding File Monthly Maintenance - per Account	DDA03041	200306	\$10.00
ARP Daily Outstanding File - per Item	DDA03042	200306	\$0.02
ARP Daily Checks Paid File Monthly Maintenance - per Account	DDA03039	200306	\$35.00
ARP Daily Checks Paid File - per Item	DDA03040	200306	\$0.03
ARP Reject Reporting Monthly Maintenance - per Account	DDA03034	150300	\$5.00

Lockbox Reporting

Lockbox Detail - per Account (Current Day per item fees apply)	DDA29015	050311	\$55.00
Lockbox Summary - per Account (Current Day per item fees apply)	DDA29014	050310	\$55.00
Current Day - per Item	DDA29020	400272	\$0.02

Other Reporting

Account Analysis Report CSV - per Customer	DDA29198	010407	No Charge
<i>Note: Must have TXT or PDF to get CSV format.</i>			
Account Analysis Report PDF - per Key Account	DDA29201	409999	\$10.00
<i>Note: Customers with both TXT and PDF are only charged for one format.</i>			
Account Analysis Report TXT - per Customer	DDA29200	010407	\$10.00
AFS Loan Balance and History Report - per Customer	DDA29231	559999	\$15.00
AFS Loan Balance Report - per Customer	DDA29230	559999	\$15.00
Asset-Based Finance Loan Reporting - per Customer	DDA29232	559999	\$50.00
ARP Deposit Reconciliation Report - per Account	DDA29235	100707	\$35.00
Controlled Disbursement Presentment Comparison Detail Report	DDA29221	150700	No Charge
DDA Statement Report PDF - per Account	DDA29203	409999	\$5.00
DDA Statement Report TXT - per Account	DDA29202	010307	\$5.00
E-Lockbox Report - per Customer	DDA29214	250720	No Charge
EDI Remittance Report - per Account	DDA29225	300225	No Charge
EDI Supplemental Report - per Account	DDA29226	300224	No Charge
<i>Note: ACH Remittance Reporting is required for EDI reports</i>			
FCA Monthly Statement - per Account	DDA29228	409999	No Charge
Interest Payment Detail Related Account Report - per Key Account	DDA29237	400272	\$15.00
Money Market Rate Report - per Customer	DDA29250	450414	\$15.00
Payment Detail Aggregate Level Report - per Key Account	DDA29236	400272	\$15.00
Repo Sweep Confirmation Report - per Account	DDA29270	409999	No Charge
Returned Item Consolidated Report - per Account	DDA29800	400272	\$25.00
Syndicated Loan Balance Report - per Customer	DDA29233	559999	\$15.00
Syndicated Loan Balance and History - per Customer	DDA29234	559999	\$15.00
ZBA Accounting Report - per Account	DDA29261	409999	
First Account			\$25.00
Each Additional Account			\$5.00
ZBA Daily Cash Report - per Master Account	DDA29262	409999	\$25.00
Zero Balance Account Report - per Account	DDA29260	409999	\$25.00

Data Exchange Services (Previous Day Multi-bank Reporting)

Inbound Data Exchange - per Customer	DDA29400	400120	\$75.00
Inbound Data Exchange - per Item	DDA29401	400120	\$0.11
Outbound Data Exchange Monthly Maintenance - per Account	DDA29410	400121	\$125.00
Outbound Data Exchange - per Item	DDA29411	400121	\$0.30

ACH Origination

ACH Origination Monthly Maint - per Customer	DDA29651	250000	\$45.00
ACH Originated Not On-Us Item	DDA22204	250102	\$0.19
ACH Originated On-Us Item	DDA22203	250102	\$0.18
International ACH Item (in addition to originated item)	DDA22987	25010K	\$3.50
ACH Return - per Item	DDA22207	250302	\$3.00
ACH Notification of Change - per Item	DDA22208	251070	\$3.00
ACH Origination Receiver Email Notification - per Email	DDA29661	250000	\$0.10
Addenda Item (no charge if originated through EDI) - per Item	DDA22063	250120	\$0.01
SinglePoint ACH Process Run - per Unique Company ID	DDA22206	250505	\$5.50
ACH Origination Setup - per Customer	DDA29650	250000	\$20.00

ACH Adjustments

ACH Adjustment Service Monthly Maintenance - per Customer	DDA29504	250611	\$15.00
ACH Adjustment Request - per Item	DDA22071	250640	\$25.00
ACH Adjustment Request - per Batch	DDA22064	250641	\$25.00
ACH Adjustment Request - per File	DDA22067	250642	\$17.00

ACH Additional Services

ACH Activity Sch Mo Maint - per Account	DDA22653	250000	\$20.00
ACH Activity Sch Setup - per Account	DDA22652	250000	\$25.00
ACH Control Total Mo Maint - per Account	DDA22646	250000	\$0.00
ACH Control Total Setup - per Account	DDA22645	250000	\$0.00
ACH Positive Pay Mo Maint - per Account	DDA22641	250000	\$17.50
ACH Positive Pay - per Authorization Added	DDA22642	250000	\$1.00
ACH Positive Pay Item - per Item Paid	DDA22643	250000	\$0.08
ACH Positive Pay Setup - per Account	DDA22640	250000	\$20.00
ACH Whse Search Mo Maint - per Account	DDA22649	250000	\$20.00
ACH Whse Search Setup - per Account	DDA22648	250000	\$25.00

Account Services

Account Services Monthly Maintenance - per Customer	DDA29165	010000	\$25.00
Account Services Setup - per Customer	DDA29168	010000	\$30.00

Adjustments

Adjustments Monthly Maintenance	DDA29481	100500	No Charge
Adjustments - per Request	DDA29482	100500	No Charge
Adjustments Setup - per Customer	DDA29480	100500	No Charge

Book Transfers

Book Transfers Monthly Maintenance - per Customer	DDA29431	409999	\$30.00
Book Transfers Set Up Fee - per Customer	DDA29430	409999	\$20.00
Book Transfers - per Transfer	DDA29432	409999	\$0.00
Book Transfer Transmission - per Transmission (Max. \$330)	DDA29448	409999	\$15.00
Book Transfer Transmission - per Item	DDA29449	409999	\$0.25

Note: This per item is in lieu of per transfer fee for transmissions.

Cash Forecasting

Cash Forecasting Monthly Maintenance - per Customer	DDA29162	409999	\$100.00
Cash Forecasting Setup - per Customer	DDA29163	400810	\$25.00

Cash Vault

Cash Vault Monthly Maintenance - per Customer	DDA29436	999999	\$20.00
Cash Vault Setup - per Customer	DDA29435	999999	\$20.00

Check Payables

Check Payables - per Check	DDA21064	151810	
1 - 100 Total Checks			\$0.87
101 - 500 Total Checks			\$0.76
501 - 1,000 Total Checks			\$0.66
1,001 Total Checks and Above			\$0.40
Check Payables Monthly Maintenance - per Customer	DDA21063	150040	\$45.00
Check Payables Envelopes - per Envelope	DDA21508	151810	\$0.04
Check Payables Check Additional Page - per Page	DDA21076	151830	\$0.25
Check Payables Postage	DDA21077	151850	at cost - \$0.157
Check Payables Express Mail - per Destination	DDA21078	151860	\$5.00
Check Payables Setup Fee - per Customer	DDA21065	151880	\$500.00

General Ledger Reconciliation

General Ledger Reconciliation Mo Maint - per Customer	DDA29161	101100	\$50.00
General Ledger Reconciliation Setup - per Customer	DDA29160	101100	\$25.00

Image Access

Image Access Monthly Maintenance - per Account	DDA29541	151350	\$30.00
Image Access Paid Check Images - per Item Stored	DDA14043	151351	\$0.035
Image Access Deposited Item Images - per Item Stored	DDA14044	151351	\$0.035
Returned Deposited Item Images Retrieved - per Item	DDA01110	100403	\$0.10
Returned Deposited Item Advice Retrieved - per Item	DDA01111	100414	\$1.00
Image Access Setup - per Customer	DDA29540	151399	\$20.00

Image File Delivery

Image File Delivery Monthly Maintenance - per Account	DDA29542	151350	\$100.00
Image File Delivery - per Item	DDA14047	151354	\$0.07
Image File Delivery - per Transmission	DDA14051	151354	\$15.00
Image File Delivery Setup - per Customer	DDA14050	151600	\$200.00

Investments

Investment Trading Monthly Maintenance - per Customer	DDA29725	409999	\$25.00
Investment Reporting Monthly Statement - per Account	DDA29722	409999	\$5.00
Investment Reporting Setup - per Customer	DDA29720	409999	\$20.00

Note: External Messaging is required for Investment Reporting Customers

Issue Maintenance

Issue Maintenance Monthly Maintenance - per Customer	DDA29531	200201	\$20.00
Issue/Cancel Input - per Item	DDA03022	20020B	\$0.25
SinglePoint File Upload - per Account - per File	DDA03026	20020B	
First 5 Files			\$5.00
More than 5 Files			\$5.00
File Confirmation - per Confirm - per Account	DDA03027	159999	\$1.00
Issue Maintenance Setup - per Customer	DDA29530	109999	\$20.00

Mobile SinglePoint

Mobile SinglePoint Setup - per Customer	DDA29900	100600	\$25.00
Mobile SinglePoint Monthly Maintenance - per Customer	DDA29901	100600	\$10.00

Payables File Manager

Payables File Manager Monthly Maint	DDA21801	309999	\$25.00
Payables File Manager Std Setup	DDA21800	309999	\$75.00

Positive Pay

Positive Pay Only Monthly Maintenance - per Account	DDA03106	150030	\$50.00
Positive Pay Only - per Item	DDA03107	150120	\$0.02
Positive Pay Exceptions - per Item	DDA03024	150310	\$3.00
Checks Returned Unpaid - per Item	DDA03017	150322	\$25.00
ACH Converted Checks Returned Unpaid - per Item	DDA03018	150322	\$25.00
Positive Pay Setup - per Account	DDA29520	200410	\$100.00

Reverse Positive Pay

Reverse Positive Pay Monthly Maintenance - per Account	DDA03105	150031	\$115.00
Reverse Positive Pay - per Item	DDA03992	150100	\$0.10
Checks Returned Unpaid - per Item	DDA03017	150322	\$25.00
ACH Converted Checks Returned Unpaid - per Item	DDA03018	150322	\$25.00
Reverse Positive Pay Image Retrieval - per Item	DDA03020	151352	\$1.00
Reverse Positive Pay Report/File - per Account	DDA03025	150120	\$75.00
Reverse Positive Pay Setup - per Account	DDA29525	150031	\$100.00

Returned Item Decisioning

Returned Item Decisioning Monthly Maintenance	DDA29810	409999	
First Account			\$5.00
2-49 Accounts			\$1.00
50+ Accounts			\$0.00
Returned Deposited Item Image Retrieved - per Item	DDA01110	100403	\$0.10
Returned Deposited Item Disposition Change - per Item	DDA01112	100401	\$1.00

Stop Payments

Stop Payments Monthly Maintenance - per Customer	DDA29441	150410	\$30.00
Stop Payment	DDA29442	150410	
1 - 10 Stop Payments			\$16.00
11 Stop Payments and Above			\$9.00
Stop Payment Cancellation - per Cancel	DDA29443	150413	\$10.00
Stop Payment Renewal - per Stop	DDA29445	150412	\$5.00
Check Inquiry with ARP Status - per Inquiry	DDA29444	150400	\$0.20
Stop Payment - Per Transmission (Max. \$330.00)	DDA29485	409999	\$15.00
Stop Payment Transmission - per Item	DDA29486	150410	\$6.00

Note: This per item is in lieu of per stop fee for transmissions.

Short Term Images - per Item Retrieved	DDA14045	151352	\$2.00
Stop Payment Setup - per Customer	DDA29440	150410	\$20.00

Trust Services

Trust Monthly Maintenance - per Customer	DDA29434	109999	\$25.00
Trust Setup Fee - per Customer	DDA29433	409999	\$20.00

Note: Book transfer per transfer fees apply.

Wire Transfer Services

Wire Transfer Monthly Maintenance - per Customer	DDA29511	350000	\$45.00
Fedwire Repetitive	DDA07400	350100	\$11.00
Fedwire Non-Repetitive	DDA07401	350104	\$2.00
Internal Transfer	DDA07406	350120	\$7.00
Drawdown Request	DDA07407	350521	\$8.00
Tax Payment	DDA07408	35010Z	\$15.00
International USD Repetitive	DDA07402	350700	\$30.00
International USD Non-Repetitive	DDA07403	350700	\$30.00
International FX Repetitive	DDA07404	350700	\$30.00
International FX Non-Repetitive	DDA07405	350700	\$30.00
Email Notification to Beneficiary	DDA29514	350403	\$0.10
Return Wire (charged as outgoing Fedwire)	DDA07401	350104	\$2.00
Wire Transfer Setup - per Customer	DDA29510	350000	\$20.00
Repaired Outgoing Wire	DDA07802	350541	\$2.50
Cancelled Outgoing Wire	DDA07803	350540	\$2.00
Wire Historical Monthly Maintenance	DDA07412	400645	\$50.00
Wire Historical Setup Fee	DDA07251	400810	\$100.00

Messaging

External Messaging Monthly Maintenance - per Customer	DDA29600	409999	\$0.00
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Miscellaneous

Extend Retention - per Account - 60 Days	DDA29300	400800	\$50.00
Extend Retention - per Account - 90 Days	DDA29301	400800	\$100.00
Token Monthly Maintenance - per Token	DDA29310	401020	\$0.00
Token Replacement - per Token	DDA29320	401020	\$30.00

Setup and Training

User Password Reset	DDA29324	400820	\$5.00
<i>Fee only applied when password is reset by the bank</i>			
User Adds/Modifications/Deletes - per User	DDA29325	400810	\$8.50
<i>User fee applied when U.S. Bank makes the changes</i>			
Account Adds/Modifications/Deletes - per Account	DDA29326	400810	\$15.00
Web/Telephone Training (up to 2 hours)	DDA29330	401030	\$100.00

Government - All Markets (Mkt CP) 79 - Municipal Investor Ckg / MINC

U.S. Bank Transmission Services Pricing - 2016

Service Description	Element	AFP Code	Price
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Transmission Services

Data Transmission Encryption Services

Monthly Maintenance - PGP file-level Encryption	DDA35051	010802	
First Account			\$55.00
Each Additional Account			\$0.00
Setup - PGP file-level Encryption	DDA35050	010803	
First Account			\$200.00
Each Additional Account			\$0.00

Government - All Markets (Mkt CP) 79 - Municipal Investor Ckg / MINC

U.S. Bank VantagePoint Pricing - 2016

Service Description	Element	AFP Code	Price
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VANTAGEPOINT

VantagePoint

VantagePoint Monthly Maintenance - per Account	DDA31100	40005Z	
First Account			\$175.00
Each Additional Account			\$50.00
Data Normalization - per Item	DDA31101	410000	\$0.006
VantagePoint Setup - per Customer	DDA31140	400820	\$50.00

Note: SinglePoint Information Reporting monthly maintenance and per item fees apply

Optional Services

VantagePoint Workflow Monthly Maintenance - per Account	DDA31102	40005Z	
First Account			\$50.00
Each Additional Account			\$25.00
VantagePoint Data Transmission Monthly Maintenance - per Transmission	DDA31110	400110	\$10.00
VP Reassoc Maint - per Acct	DDA31119	40005Z	
First Account			\$200.00
Each Additional Account			\$150.00
VP Reassoc - per Character	DDA31120	410005	\$0.01
Reassociation Setup - per Cust	DDA31141	400820	\$300.00

SinglePoint Information Reporting

Previous Day Reporting

Previous Day Summary and Detail Monthly Maintenance	DDA29100	400272	
First Account			\$70.00
Each Additional Account			\$40.00
Previous Day Summary Monthly Maintenance	DDA29101	400273	
First Account			\$45.00
Each Additional Account			\$30.00
Previous Day Detail - per Item	DDA29110	400272	\$0.02
Previous Day Summary - per Item	DDA29111	400272	\$0.11
Previous Day ACH Addenda Monthly Maintenance - per Account	DDA29130	409999	\$30.00
Information Reporting Setup - per Customer	DDA29001	400810	\$50.00

Current Day Reporting

Current Day Summary and Detail Monthly Maintenance	DDA29010	400272	
First Account			\$80.00
Each Additional Account			\$40.00
Current Day Summary Monthly Maintenance	DDA29011	400273	
First Account			\$45.00
Each Additional Account			\$30.00
Current Day Detail - per Item	DDA29020	400272	\$0.02
Current Day Summary - per Item	DDA29021	400272	\$0.02
Current Day ACH Addenda Monthly Maintenance - per Account	DDA29030	409999	\$30.00
Information Reporting Setup - per Customer	DDA29001	400810	\$50.00

Government - All Markets (Mkt CP) 79 - Municipal Investor Ckg / MINC

U.S. Bank Wire Transfer Services Pricing - 2016

Service Description	Element	AFP Code	Price
Wire Transfer Services			
SinglePoint Wires			
SinglePoint Wire Transfer Monthly Maintenance - per Customer	DDA29511	350000	\$45.00
SinglePoint Fedwire Repetitive	DDA07400	350100	\$11.00
SinglePoint Fedwire Non-Repetitive	DDA07401	350104	\$2.00
SinglePoint Internal Transfer	DDA07406	350120	\$7.00
SinglePoint Drawdown Request	DDA07407	350521	\$8.00
SinglePoint Tax Payment	DDA07408	35010Z	\$15.00
SinglePoint International USD Repetitive	DDA07402	350700	\$30.00
SinglePoint International USD Non-Repetitive	DDA07403	350700	\$30.00
SinglePoint International FX Repetitive	DDA07404	350700	\$30.00
SinglePoint International FX Non-Repetitive	DDA07405	350700	\$30.00
SinglePoint Return Wire (charged as outgoing Fedwire)	DDA07401	350104	\$2.00
SinglePoint Online Repeat Code Request	DDA07409	350550	\$0.00
SinglePoint Wire Transfer Setup - per Customer	DDA29510	350000	\$20.00
CMT Wires			
CMT Monthly Maintenance - per Customer	DDA07694	350000	\$60.00
CMT Fedwire Repetitive	DDA07831	350100	\$15.00
CMT Fedwire Non-Repetitive	DDA07830	350104	\$15.00
CMT International USD Repetitive	DDA07160	350700	\$35.00
CMT International USD Non-Repetitive	DDA07150	350700	\$35.00
CMT International FX Repetitive	DDA07130	350700	\$35.00
CMT International FX Non-Repetitive	DDA07140	350700	\$35.00
CMT Wire Advice Reporting	DDA07970	35040Z	
1-20 Advice Reports			\$22.00
21st Advice Report and Above			\$0.00
CMT Setup	DDA07974	350620	\$60.00
Voice and VRU Wires			
Wire Monthly PIN Maintenance - per Customer	DDA07696	350000	\$7.50
Voice Fedwire Repetitive	DDA07832	350200	\$30.00
Voice Fedwire Non-Repetitive	DDA07833	350202	\$30.00
VRU Fedwire Repetitive	DDA07958	350200	\$20.00
Federal Tax Payment	DDA07906	35020Z	\$25.00
Voice International USD Repetitive	DDA07120	350700	\$60.00
Voice International USD Non-Repetitive	DDA07312	350700	\$60.00
Voice International FX Repetitive	DDA07110	350700	\$40.00
Voice International FX Non-Repetitive	DDA07589	350700	\$40.00

Internal Wires and Automated Standing Transfers (AST)

AST - Standard Domestic External	DDA07850	350510	\$15.00
AST - Standard Domestic Internal	DDA07851	350512	\$10.00
AST - Premium Domestic External	DDA07852	350510	\$15.00
AST - Premium Domestic Internal	DDA07853	350512	\$10.00
AST - Standard International USD	DDA07854	350511	\$25.00
AST - Standard International FX	DDA07855	350511	\$25.00
AST - Premium International USD	DDA07856	350511	\$25.00
AST - Premium International FX	DDA07857	350511	\$25.00
Internal Domestic Wire Credit	DDA07586	350123	\$2.00
Internal Domestic Wire Debit	DDA07548	350124	\$7.00

Drawdown Wires

Drawdown Request Inbound	DDA07911	350520	\$18.00
Drawdown Request Outbound	DDA07912	350520	\$9.00

Batch Wire Origination - Standard Format

Batch Wire Origination Standard Monthly Maintenance - per Customer	DDA07836	350600	\$200.00
Batch Wires - per Payment	DDA07835	35010Z	
1-999 Total Wires			\$9.50
1,000 - 1,999 Total Wires			\$8.00
2,000 Total Wires and Above			\$5.00
Batch Wires International Foreign Currency (FX)	DDA07837	350701	
1-499 Total Wires			\$30.00
500 - 999 Total Wires			\$20.00
1,000 Total Wires and Above			\$12.00
Batch Wires International USD	DDA07838	350701	
1-499 Total Wires			\$20.00
500 - 999 Total Wires			\$15.00
1,000 Total Wires and Above			\$10.00
Batch Wire Setup - Standard	DDA07834	359999	\$1,500.00

Batch Wire Origination - Non-Standard Format

Batch Wire Origination Custom Monthly Maintenance - per Customer	DDA21052	300000	\$220.00
Batch Wire Translation - per Payment	DDA21055	350199	\$0.08
Batch Wires - per Payment	DDA07835	35010Z	
1-999 Total Wires			\$9.50
1,000 - 1,999 Total Wires			\$8.00
2,000 Total Wires and Above			\$5.00
Batch Wires International Foreign Currency (FX)	DDA07837	350701	
1-499 Total Wires			\$30.00
500 - 999 Total Wires			\$20.00
1,000 Total Wires and Above			\$12.00
Batch Wires International USD	DDA07838	350701	
1-499 Total Wires			\$20.00
500 - 999 Total Wires			\$15.00
1,000 Total Wires and Above			\$10.00
Batch Wire VAN Transmission - per File	DDA21057	300102	\$0.00
Batch Wire Transmission - per Transmission (Max. \$330.00)	DDA21056	300100	\$15.00
Batch Wire VAN Transmission - per Kilocharacter	DDA21058	300102	\$0.40
Batch Wire Setup - ANSI X12 820 Format	DDA21046	300300	\$275.00
Batch Wire Setup - Custom Format	DDA21047	300301	\$950.00
Batch Wire Setup - Additional Hours	DDA21049	300300	\$85.00
Batch Wire Format/Map Modification	DDA21050	300302	\$250.00
Payables File Manager Monthly Maint	DDA21801	309999	\$25.00
Payables File Manager Std Setup	DDA21800	309999	\$75.00

Custom Direct Transmission Reporting of Wires

Wire Reporting Monthly Maintenance - Standard - per Customer	DDA07250	350610	\$125.00
Batch Wire Setup - Acknowledgement	DDA21051	300330	\$150.00
Wire Reporting Monthly Maintenance - Non-Standard - per Customer	DDA21102	300010	\$155.00
Wire Reporting Translation - per Payment	DDA21103	300210	\$0.25
Wire Reporting Transmission - per Transmission (Max. \$330.00)	DDA21105	300200	\$15.00
Wire Reporting VAN Transmission - per Kilocharacter	DDA21107	300202	\$0.50
Wire Reporting Setup - ANSI X12 820 Format	DDA21098	300320	\$275.00
Wire Reporting Setup - Custom Format	DDA21099	300321	\$550.00
Wire Reporting Setup - Additional Hours	DDA21100	300320	\$85.00
Wire Reporting Format/Map Modification	DDA21101	300320	\$250.00

Incoming Wires

Incoming Fedwire	DDA07593	350300	\$14.00
Incoming Fedwire - CTP	DDA07597	350300	\$0.00
Incoming International Wire	DDA07311	350712	\$16.00

Advices (Domestic and International) - per Wire

Wire Advice Fax	DDA07910	350402	\$6.00
Wire Advice Phone	DDA07975	350412	\$20.00
Wire Advice Mail	DDA07913	350412	\$6.00
Wire Advice Manual Fax	DDA07602	35041Z	\$20.00

Miscellaneous

Bank Initiated Internal	DDA07826	350202	\$10.00
Bank Initiated Fedwire Non-Repetitive	DDA07824	350202	\$25.00
Bank Initiated Fedwire Repetitive	DDA07825	350202	\$25.00
Bank Initiated International USD Non-Repetitive	DDA07822	350700	\$40.00
Bank Initiated International USD Repetitive	DDA07823	350700	\$40.00
Bank Initiated International FX Non-Repetitive	DDA07820	350700	\$40.00
Bank Initiated International FX Repetitive	DDA07821	350700	\$40.00
Repaired Outgoing Wire	DDA07802	350541	\$2.50
Cancelled Outgoing Wire	DDA07803	350540	\$2.00
Bank Assisted Domestic Wire Surcharge	DDA07959	350202	\$75.00
Bank Assisted International Wire Surcharge	DDA07207	350700	\$65.00
Wire Trace International Wire	DDA07698	350560	\$30.00
Wire Transfer Special Handling	DDA07801	350580	\$10.00

International Request for Transfer

SinglePoint Intl Request for Transfer	DDA07701	350700	\$3.00
Voice International Request for Transfer	DDA07713	350700	\$6.00

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*** Wire Monthly PIN Maintenance Fee is billed to all wire customers**

U.S. Bank Zero Balance Accounts (ZBA) Pricing - 2016

Service Description	Element	AFP Code	Price
Zero Balance Accounts (ZBA)			
Monthly Maintenance			
ZBA Lead Account	DDA11658	010020	\$45.00
ZBA Subsidiary Accounts	DDA11656	010021	\$30.00
Set Up			
ZBA Setup	DDA11511	010702	\$25.00
DDA electronic debit and credit charges also apply			

Government - All Markets (Mkt CP) 79 - Municipal Investor Ckg / MINC

Attachment 3 – Merchant Card Transactions

On the following pages, we provide:

- Attachment 3 – Merchant Card Transactions
- Elavon Schedule A – Schedule of Fees for City of Spokane
- Elavon Schedule A – Schedule of Fees for City of Spokane (Parking)

City of Spokane
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Attachment 3-Merchant Card Transactions with Pricing Sheet

CHAIN	CARDTYPE	CARDPLAN	INTERCHANGE CODE		TRANSACTION COUNT	VOLUME	AVERAGE TICKET	PERCENTAGE OF OVERALL ITEMS	PRICE PER TRANSACTION	ANNUAL COST
16013 AX	AMEX	NON-STL			3,458	\$ 287,789.08	304.68	.47	See calculations to right broken out by City and Parking pricing	
16013 DB	ACCL	DB RTL PRM			1	\$ 27.65	27.65	.00		
16013 DB	INLK	DB BUSINES			502	\$ 23,491.54	128.61	.07		
16013 DB	INLK	PIN DB CV			1	\$ (0.01)	-.01	.00		
16013 DB	INLK	PIN DB DRF			5,835	\$ 241,330.58	110.76	.80		
16013 DB	INLK	PIN DB RTL			10,024	\$ 355,852.55	115.97	1.37		
16013 DB	INLK	PP RTL			213	\$ 18,527.58	72.50	.03		
16013 DB	MSTO	PIN DB DR			1	\$ 15.67	15.67	.00		
16013 DB	MSTO	PIN DB DRF			1,132	\$ 33,466.09	65.79	.16		
16013 DB	MSTO	PIN DB RTL			1,826	\$ 77,879.74	76.32	.25		
16013 DB	NYCE	DB RTL PRM			1	\$ 5.80	5.80	.00		
16013 DB	PULS	PIN DB DRF			10	\$ 420.28	76.42	.00		
16013 DB	PULS	PIN DB RTL			1	\$ 15.67	15.67	.00		
16013 DB	PULS	PP RTL			40	\$ 4,372.47	102.91	.01		
16013 DB	STAR	DB RTL PRM			3	\$ 47.01	15.67	.00		
16013 DI	DISC	BASE COMM	Commercial Base Submission		1	\$ 5.00	5.00	.00		
16013 DI	DISC	BASE D	Base Submission Level AIP Debit		1	\$ 3.00	3.00	.00		
16013 DI	DISC	BASE P	Base Submission Level AIP Premium		1	\$ 5.00	5.00	.00		
16013 DI	DISC	BASE R	Base Submission Level AIP Rewards		3	\$ 13.00	4.33	.00		
16013 DI	DISC	CNP PP	CPS/CNP Prepaid		1	\$ 88.00	88.00	.00		
16013 DI	DISC	D RTL PP	Retail AIP Premium Plus		33	\$ 1,175.82	36.61	.00		
16013 DI	DISC	ELECT COMM	Commercial Electronic Submission		181	\$ 6,874.72	80.53	.02		
16013 DI	DISC	EXPRESS R	Express Services AIP Rewards		7	\$ 54.50	7.87	.00		
16013 DI	DISC	MIDSUB PPD	Mid Submission Level AIP Prepaid		2	\$ 30.00	15.00	.00		
16013 DI	DISC	PUBLIC D	Public Services AIP Debit		8	\$ 98.66	11.02	.00		
16013 DI	DISC	PUBLIC P	Public Services AIP Premium		81	\$ 1,891.02	41.67	.01		
16013 DI	DISC	PUBLIC PP	Public Services AIP Premium Plus		53	\$ 1,247.38	34.86	.01		
16013 DI	DISC	PUBLIC R	Public Services AIP Rewards		466	\$ 10,240.80	33.40	.06		
16013 DI	DISC	RETAIL P	Retail AIP Premium		54	\$ 1,945.08	37.09	.01		
16013 DI	DISC	RETAIL R	Retail AIP Rewards		226	\$ 8,430.32	40.55	.03		
16013 DI	DISC	RSTRNT R	Restaurants AIP Rewards		3	\$ 60.75	20.88	.00		
16013 DI	DISC	UTILITY PP	Utilities AIP Premium Plus		1	\$ 725.00	725.00	.00		
16013 DI	DISC	UTILITY R	Utilities AIP Rewards		25	\$ 4,814.00	192.35	.00		
16013 DI	DISC	UTLTY COMM	Commercial Utilities		1	\$ 426.90	426.90	.00		
16013 DI	DISC	VOUCHER3 P			2	\$ (20.00)	-10.00	.00		
16013 DI	DISC	VOUCHER3 R			4	\$ (52.40)	-13.10	.00		
16013 MC	M/C	C DATA I	Corporate Data Rate I - Corporate		337	\$ 2,220.36	40.65	.05		
16013 MC	M/C	C DATA I B	Corporate Data Rate I - Business		456	\$ 6,390.05	40.08	.06		
16013 MC	M/C	C DATA I F	Corporate Data Rate I - Fleet		1,228	\$ 42,713.35	154.60	.17		
16013 MC	M/C	C DATA I P	Corporate Data Rate I - Purchasing		115	\$ 8,291.65	131.52	.02		

City of Spokane

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Attachment 3-Merchant Card Transactions with Pricing Sheet

CHAIN	CARDTYPE	CARDPLAN	INTERCHANGE CODE		TRANSACTION COUNT	VOLUME	AVERAGE TICKET	PERCENTAGE OF OVERALL ITEMS	PRICE PER TRANSACTION	ANNUAL COST
16013 MC	M/C		CDATA II B	Corp Data Rate II - Business	62	\$ 8,568.12	99.86	.01		
16013 MC	M/C		CDATA II C	Corporate Data Rate II - Corporate	5	\$ 220.00	42.50	.00		
16013 MC	M/C		CDATA II F	Corp Data Rate II - Fleet	293	\$ 56,303.66	159.65	.04		
16013 MC	M/C		CDATA II P	Corp Data Rate II - Purchasing	53	\$ 103,638.79	1,153.87	.01		
16013 MC	M/C		CONV PURCH	Convenience Purchases	20	\$ 180.50	8.90	.00		
16013 MC	M/C		CORP INTL	Int'l Corporate	22	\$ 183.63	12.93	.00		
16013 MC	M/C		CORP INTLP	Intl Premium Commercial Standard	1	\$ 42.00	42.00	.00		
16013 MC	M/C		CORP STND	Corporate Standard - Corporate	1	\$ 5.00	5.00	.00		
16013 MC	M/C		CORPSTDDRF	Corporate Standard Debit Reg W/FA	1	\$ 55.00	55.00	.00		
16013 MC	M/C		CORPSTND B	Corporate Standard - Business	1	\$ 5.00	5.00	.00		
16013 MC	M/C		DATA I BD	Business Data Rate I Debit	1,167	\$ 12,721.33	29.05	.16		
16013 MC	M/C		DATA I DRF	Corporate Date Rate I - DB Reg W/FA	93	\$ 740.38	20.21	.01		
16013 MC	M/C		DATA II BD	Business Data Rate II Debit	197	\$ 23,398.65	87.16	.03		
16013 MC	M/C		DATA2 B2	Business Data Rate II Spend 2****	73	\$ 14,945.71	689.70	.01		
16013 MC	M/C		DATA2 B3	Business Data Rate II Spend 3	92	\$ 7,012.22	65.24	.01		
16013 MC	M/C		DATA2 B4	Business Data Rate II Spend 4	161	\$ 12,538.90	81.97	.02		
16013 MC	M/C		DATAI B2	Business Data Rate I Spend 2****	463	\$ 6,584.76	43.34	.06		
16013 MC	M/C		DATAI B3	Business Data Rate I Spend 3	294	\$ 4,194.15	62.13	.04		
16013 MC	M/C		DATAI B4	Business Data Rate I Spend 4	675	\$ 22,760.38	241.33	.09		
16013 MC	M/C		DATAII DRF	Corporate Data Rate II - DB Reg W/FA	7	\$ 439.50	71.08	.00		
16013 MC	M/C		EMGE/GDBMX	Emerging Market ED/GOVT DB Max	10	\$ 7,095.75	712.09	.00		
16013 MC	M/C		EMRG E/GDB	Emerging Market ED/GOVT Debit	11,594	\$ 73,974.35	26.53	1.59		
16013 MC	M/C		EMRG E/GDR	Emerging Market Ed/Govt - Debit Reg	45	\$ 371.20	10.68	.01		
16013 MC	M/C		EMRG E/GPP	Emerging Market ED/GOVT Prepaid Debit	1,017	\$ 8,440.88	16.15	.14		
16013 MC	M/C		EMRGE/GDRF	Emerging Market Ed/Govt - DB Reg W/FA	10,045	\$ 63,297.88	20.71	1.38		
16013 MC	M/C		ENH CONVPR	Enhanced Convenience Purchase	11	\$ 110.00	8.48	.00		
16013 MC	M/C		ENH MER 3	Enhanced Merit III	728	\$ 27,278.92	41.81	.10		
16013 MC	M/C		ENH MERITI	Enhanced Merit I	5	\$ 343.00	68.60	.00		
16013 MC	M/C		ENH STND	Enhanced Standard	3	\$ 16.60	5.53	.00		
16013 MC	M/C		ENHPUBSCNP	Enhanced Public Sector CNP	2,291	\$ 12,983.63	71.73	.31		
16013 MC	M/C		ENHPUBSECP	Enhanced Public Sector CP	1,227	\$ 24,032.46	95.79	.17		
16013 MC	M/C		ENHUTILITY	Enhanced Utility	8	\$ 2,603.78	415.61	.00		
16013 MC	M/C		F 2 F DRF	Corporate Face To Face - DB Reg W/FA	5	\$ 224.00	42.46	.00		
16013 MC	M/C		F2F B2	Business Face to Face Spend 2****	44	\$ 1,428.39	30.59	.01		
16013 MC	M/C		F2F B3	Business Face to Face Spend 3	47	\$ 1,746.14	32.52	.01		
16013 MC	M/C		F2F B4	Business Face to Face Spend 4	18	\$ 856.66	39.47	.00		
16013 MC	M/C		F2F BD	Business Face to Face Debit	51	\$ 907.94	18.43	.01		
16013 MC	M/C		FACE-FACEB	Corporate Face to Face - Business Cards	69	\$ 1,997.55	28.86	.01		
16013 MC	M/C		FACE-FACEC	Corporate Face to Face - Corporate	6	\$ 116.27	19.53	.00		
16013 MC	M/C		FACE-FACEF	Corporate Face to Face - Fleet Cards	43	\$ 2,047.59	42.05	.01		

City of Spokane

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Attachment 3-Merchant Card Transactions with Pricing Sheet

CHAIN	CARDTYPE	CARDPLAN	INTERCHANGE CODE		TRANSACTION COUNT	VOLUME	AVERAGE TICKET	PERCENTAGE OF OVERALL ITEMS	PRICE PER TRANSACTION	ANNUAL COST
16013 MC	M/C		FACE-FACEP	Corporate Face to Face - Purchasing Cards	9	\$ 393.59	54.38	.00		
16013 MC	M/C		HV MERIT3	High Value Merit III Base	134	\$ 5,482.72	38.78	.02		
16013 MC	M/C		HV UTILITY	High Value Utilities	3	\$ 1,411.26	353.80	.00		
16013 MC	M/C		HVPUBSECCP	High Value Public Sector CP	134	\$ 2,612.05	20.77	.02		
16013 MC	M/C		HVPUBSECNP	High Value Public Sector CNP	279	\$ 11,291.16	124.35	.04		
16013 MC	M/C		INTL ELEC	International Electronic	713	\$ 16,426.72	51.47	.10		
16013 MC	M/C		INTLELECSP	Intl Super Premium Electronic	18	\$ 453.08	33.45	.00		
16013 MC	M/C		INTLP ELEC	Intl Premium Electronic	255	\$ 7,387.24	44.96	.03		
16013 MC	M/C		INTLP STND	Intl Premium Consumer Standard	127	\$ 546.80	17.71	.02		
16013 MC	M/C		INTLSTNDSP	Intl Super Premium Consumer Standard	23	\$ 67.20	3.61	.00		
16013 MC	M/C		M INTLSTND	International Standard	275	\$ 734.30	10.82	.04		
16013 MC	M/C		MC REF G3D		68	\$ (213.65)	-7.00	.01		
16013 MC	M/C		MC REFCON2		1	\$ (9.67)	-9.67	.00		
16013 MC	M/C		MC REFCON3		70	\$ (776.47)	-25.01	.01		
16013 MC	M/C		MC REFCRP1		1	\$ (10.00)	-10.00	.00		
16013 MC	M/C		MC REFCRP3		64	\$ (985.80)	-177.42	.01		
16013 MC	M/C		MC REST D	Restaurant Debit	5	\$ 127.25	24.63	.00		
16013 MC	M/C		MC SM TK D	Small Ticket Debit	136	\$ 871.69	5.58	.02		
16013 MC	M/C		MC STND D	Standard Debit	130	\$ 578.60	4.45	.02		
16013 MC	M/C		MC UTIL DB	Utility Debit	21	\$ 4,223.54	214.49	.00		
16013 MC	M/C		MC UTILITY	Utility	20	\$ 3,151.98	171.67	.00		
16013 MC	M/C		MC UTLTYPP	Utility Prepaid Debit	11	\$ 1,763.37	185.66	.00		
16013 MC	M/C		MCSMTKT PP	Small Ticket Prepaid Debit	11	\$ 66.75	6.09	.00		
16013 MC	M/C		MCW MERIT3	World Merit III	1,371	\$ 55,254.33	49.49	.19		
16013 MC	M/C		MCW PUB CP	World & World Elite Public Sector CP	2,972	\$ 126,445.42	1,193.46	.41		
16013 MC	M/C		MCW PUBCNP	World & World Elite Public Sector CNP	5,890	\$ 72,726.25	97.37	.81		
16013 MC	M/C		MCW STND	World Standard	22	\$ 131.45	8.11	.00		
16013 MC	M/C		MCWCONPURC	World & World Elite Convenience Purchases	17	\$ 134.25	7.61	.00		
16013 MC	M/C		MCWUTILITY	World Utility	8	\$ 4,044.90	594.22	.00		
16013 MC	M/C		MER1 DRF	Merit I - Debit Reg W/FA	4	\$ 282.00	60.50	.00		
16013 MC	M/C		MER3 D R	Merit III Base - Debit Reg	4	\$ 226.82	56.71	.00		
16013 MC	M/C		MER3 DRF	Merit III Base - DB Reg W/FA	1,089	\$ 39,258.28	34.39	.15		
16013 MC	M/C		MERIT 1 D	Merit I Debit	3	\$ 63.00	21.00	.00		
16013 MC	M/C		MERIT 3 D	Merit III Debit	1,662	\$ 54,355.75	35.90	.23		
16013 MC	M/C		MERIT 3 PP	Merit III Prepaid Debit	41	\$ 1,248.04	33.24	.01		
16013 MC	M/C		MERIT I	Merit I	3	\$ 185.21	61.74	.00		
16013 MC	M/C		MERIT III	Merit III	518	\$ 21,558.44	51.54	.07		
16013 MC	M/C		MWBCOMDAT1	World Business Data Rate I	222	\$ 869.75	31.58	.03		
16013 MC	M/C		MWBCOMDAT2	World Business Data Rate II	2	\$ 274.50	137.25	.00		
16013 MC	M/C		MWE MERIT3	World Elite Merit III	567	\$ 24,595.09	43.01	.08		

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Attachment 3-Merchant Card Transactions with Pricing Sheet

CHAIN	CARDTYPE	CARDPLAN	INTERCHANGE CODE		TRANSACTION COUNT	VOLUME	AVERAGE TICKET	PERCENTAGE OF OVERALL ITEMS	PRICE PER TRANSACTION	ANNUAL COST
16013 MC	M/C	MWE MERITI	World Elite Merit I		2	\$ 85.50	42.75	.00		
16013 MC	M/C	MWE STND	World Elite Standard		3	\$ 11.00	3.00	.00		
16013 MC	M/C	MWEUTILITY	World Elite Utility		6	\$ 3,759.97	548.80	.00		
16013 MC	M/C	PUBLIC CNP	Public Sector CNP		2,638	\$ 14,600.81	97.99	.36		
16013 MC	M/C	PUBLIC CP	Public Sector CP		1,299	\$ 21,198.22	34.08	.18		
16013 MC	M/C	REF G1 DRF			2	\$ (68.92)	-34.46	.00		
16013 MC	M/C	REF G3 DRF			42	\$ (863.60)	-27.61	.01		
16013 MC	M/C	REFUNDG3PP			4	\$ (17.20)	-4.30	.00		
16013 MC	M/C	REST DRF	Restaurant - Debit Reg W/FA		13	\$ 218.67	17.76	.00		
16013 MC	M/C	SM TKT D R	Small Ticket - Debit Reg		1	\$ 2.75	2.75	.00		
16013 MC	M/C	SM TKT DRF	Small Ticket - Debit Reg W/FA		78	\$ 421.65	5.22	.01		
16013 MC	M/C	STANDARD	Standard		67	\$ 478.80	18.68	.01		
16013 MC	M/C	STANDARDDBD	Business Business Standard Debit		5	\$ 21.00	4.20	.00		
16013 MC	M/C	STANDARDPP	Standard Prepaid Debit		10	\$ 32.60	1.52	.00		
16013 MC	M/C	STND B2	Business Business Standard Spend 2****		1	\$ 3.00	3.00	.00		
16013 MC	M/C	STND B3	Business Business Standard Spend 3		1	\$ 20.00	20.00	.00		
16013 MC	M/C	STND DRF	Consumer Stand - DB Reg W/FA		87	\$ 502.00	13.86	.01		
16013 MC	M/C	UTLTY B2	Business Utilities Spend 2****		1	\$ 296.31	296.31	.00		
16013 MC	M/C	UTLTY BD	Business Utilities Debit		2	\$ 1,351.89	675.95	.00		
16013 MC	M/C	UTLY DRF	Utilities - Debit Reg W/FA		8	\$ 1,261.27	161.88	.00		
16013 MC	M/C	WEBCOMDAT1	World Elite Business Data Rate I		9	\$ 129.40	20.74	.00		
16013 VI	VISA	CARD NP D	CPS Card Not Present Debit		12	\$ 1,328.58	87.96	.00		
16013 VI	VISA	CNP BUS DR	Commercial Card Not Present - Business Deb		3,857	\$ 108,102.69	91.45	.53		
16013 VI	VISA	CNP BUSDB	Commercial Card Not Present - Business Deb		2,906	\$ 98,800.25	375.01	.40		
16013 VI	VISA	CNP D R	CPS/CNP Debit Reg		26	\$ 5,431.86	77.67	.00		
16013 VI	VISA	CNP PP	CPS/CNP Prepaid		1	\$ 20.00	20.00	.00		
16013 VI	VISA	CNP COMM PP	Commercial Card Not Present - Business Prej		35	\$ 100.30	7.17	.00		
16013 VI	VISA	COM RET C	Commercial Card Retail - Corporate		121	\$ 6,125.50	64.03	.02		
16013 VI	VISA	COM RET P	Commercial Card Retail - Purchasing		466	\$ 168,342.98	495.67	.06		
16013 VI	VISA	COMM CNP C	Corporate Card - Card Not Present		597	\$ 5,083.35	105.18	.08		
16013 VI	VISA	COMM CNP P	Purchasing Card - Card Not Present		1,557	\$ 248,802.67	550.55	.21		
16013 VI	VISA	COMM CP B1	V Comm CP - Bus Tier 1		1,262	\$ 120,615.27	291.69	.17		
16013 VI	VISA	COMM CP B2	V Comm CP - Bus Tier 2		1,149	\$ 66,239.49	113.35	.16		
16013 VI	VISA	COMM CP B3	V Comm CP - Bus Tier 3		1,391	\$ 201,145.54	1,220.47	.19		
16013 VI	VISA	COMM CP B4	Commercial CP - Bus Tier 4		167	\$ 22,172.42	161.22	.02		
16013 VI	VISA	COMMCNP B1	V Comm CNP - Bus Tier 1		5,631	\$ 677,789.74	150.65	.77		
16013 VI	VISA	COMMCNP B2	V Comm CNP - Bus Tier 2		2,384	\$ 116,913.56	103.37	.33		
16013 VI	VISA	COMMCNP B3	V Comm CNP - Bus Tier 3		3,534	\$ 296,205.40	100.84	.48		
16013 VI	VISA	COMMCNP B4	Commercial CNP - Bus Tier 4		693	\$ 75,521.06	137.82	.10		
16013 VI	VISA	COMMTRVB2	V Comm CPS/Travel - Bus Tier 2		1	\$ 4.00	4.00	.00		

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CHAIN	CARDTYPE	CARDPLAN	INTERCHANGE CODE		TRANSACTION COUNT	VOLUME	AVERAGE TICKET	PERCENTAGE OF OVERALL ITEMS	PRICE PER TRANSACTION	ANNUAL COST
16013 VI	VISA	COMMTRVB3	V Comm CPS/Travel - Bus Tier 3		4	\$ 12.50	3.13	.00		
16013 VI	VISA	CONS STND	Standard		3	\$ 9.60	4.40	.00		
16013 VI	VISA	CP BUS DR	Commercial Card Present - Business Debit Re		1,508	\$ 78,972.17	96.18	.21		
16013 VI	VISA	CP BUSDB	Commercial Card Present - Business Debit		881	\$ 46,094.31	88.71	.12		
16013 VI	VISA	CP COMM PP	Commercial Card Present - Business Prepaid		4	\$ 112.00	35.67	.00		
16013 VI	VISA	CPS CRD NP	CPS Card Not Present		8	\$ 631.20	68.69	.00		
16013 VI	VISA	CPS RETAIL	CPS Retail		2,171	\$ 122,124.64	134.13	.30		
16013 VI	VISA	CR COMM DB			15	\$ (238.45)	-41.24	.00		
16013 VI	VISA	CR CONS D			343	\$ (2,020.55)	-19.13	.05		
16013 VI	VISA	CR CONSD R			324	\$ (2,416.15)	-35.67	.04		
16013 VI	VISA	CRCOMM D R			25	\$ (68.20)	-11.96	.00		
16013 VI	VISA	CRVCHRPUR1			9	\$ (372.35)	-90.34	.00		
16013 VI	VISA	EIRF	EIRF		1,534	\$ 14,814.68	55.44	.21		
16013 VI	VISA	EIRF D	EIRF Debit		1,259	\$ 11,778.64	28.19	.17		
16013 VI	VISA	EIRF D R	EIRF Debit Reg		1,026	\$ 10,174.67	19.93	.14		
16013 VI	VISA	EIRF PP	EIRF Prepaid		63	\$ 543.80	11.53	.01		
16013 VI	VISA	INTLSTNDDR	International Standard Debit Reg		2	\$ 3.60	1.80	.00		
16013 VI	VISA	INTLSUPPRM	International Super Premium Card		34	\$ 555.91	15.80	.00		
16013 VI	VISA	KEYED D	CPS Retail Key Entered Debit		51	\$ 3,016.73	121.48	.01		
16013 VI	VISA	KEYED D R	CPS/Key Entered Debit Reg		16	\$ 464.43	34.33	.00		
16013 VI	VISA	RESTAURANT	CPS Restaurant		5	\$ 101.50	21.22	.00		
16013 VI	VISA	RESTRNT D	CPS Restaurant Debit		67	\$ 1,385.47	19.94	.01		
16013 VI	VISA	RETAIL D	CPS Retail Debit		17,204	\$ 589,142.38	133.49	2.36		
16013 VI	VISA	RETAIL D R	CPS/Retail Debit Reg		13,694	\$ 507,941.24	98.25	1.88		
16013 VI	VISA	RETAIL PP	CPS/Retail Base Prepaid		546	\$ 17,921.55	47.50	.07		
16013 VI	VISA	REWARDS 1	CPS Rewards 1		9,739	\$ 432,507.08	99.49	1.34		
16013 VI	VISA	REWARDS 2	CPS Rewards 2		18	\$ 2,421.53	149.77	.00		
16013 VI	VISA	REWDS2 T&E	CPS Rewards 2 T&E		2	\$ 36.50	18.25	.00		
16013 VI	VISA	RSTRNT D R	CPS/Restaurant Debit Reg		48	\$ 998.25	21.32	.01		
16013 VI	VISA	RSTRNT PP	CPS/Restaurant Prepaid		4	\$ 87.25	22.13	.00		
16013 VI	VISA	RTL2 CNP	CPS Retail 2 Card Not Present		34,065	\$ 366,756.38	134.65	4.67		
16013 VI	VISA	RTL2 CNP D	CPS Retail 2 Card Not Present Debit		56,269	\$ 245,859.82	43.66	7.71		
16013 VI	VISA	RTL2 CP	CPS Retail 2 Card Present		13,338	\$ 359,164.73	424.01	1.83		
16013 VI	VISA	RTL2CNP PP	CPS/Retail 2 CNP Prepaid		1,739	\$ 6,708.80	34.68	.24		
16013 VI	VISA	RTL2CNPD R	CPS/Retail 2 CNP Debit Reg		53,537	\$ 207,117.00	54.11	7.34		
16013 VI	VISA	RTL2CNPPMX	CPS Retail 2 Card Not Present Cap Debit		63	\$ 46,218.75	606.13	.01		
16013 VI	VISA	RTL2CNPPMX	CPS/Retail 2 CNP Prepaid Max		2	\$ 600.00	300.00	.00		
16013 VI	VISA	SIGN EIRF	Signature Card Electronic		192	\$ 718.15	15.53	.03		
16013 VI	VISA	SIGN STND	Signature Card Standard		2	\$ 13.00	6.50	.00		
16013 VI	VISA	SMALL TKT	CPS Small Ticket		4,301	\$ 26,703.09	7.37	.59		

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CHAIN	CARDTYPE	CARDPLAN	INTERCHANGE CODE		TRANSACTION COUNT	VOLUME	AVERAGE TICKET	PERCENTAGE OF OVERALL ITEMS	PRICE PER TRANSACTION	ANNUAL COST
16013 VI	VISA	SML TKT D	CPS Small Ticket Debit		21,412	\$ 120,415.41	7.37		2.94	
16013 VI	VISA	SML TKT PP	CPS/Small Ticket Prepaid		1,084	\$ 5,585.30	7.14		.15	
16013 VI	VISA	SML TKTD R	CPS/Small Ticket Debit Reg		21,164	\$ 130,872.75	8.39		2.90	
16013 VI	VISA	STAND B1	V Comm Standard - Bus Tier 1		96	\$ 4,234.30	69.83		.01	
16013 VI	VISA	STAND B2	V Comm Standard - Bus Tier 2		150	\$ 905.60	44.69		.02	
16013 VI	VISA	STAND B3	V Comm Standard - Bus Tier 3		213	\$ 1,046.40	29.98		.03	
16013 VI	VISA	STND B4	Business Business Standard Spend 4		149	\$ 811.20	50.75		.02	
16013 VI	VISA	STND BUSDB	Commercial Card Standard - Business Debit		17	\$ 403.00	40.88		.00	
16013 VI	VISA	STND CORP	Corporate Card Standard		3	\$ 55.00	25.00		.00	
16013 VI	VISA	STND PURCH	Purchasing Card Standard		3	\$ 330.00	102.50		.00	
16013 VI	VISA	STNDBUS DR	Commercial Standard - Business Debit Reg		19	\$ 385.70	42.64		.00	
16013 VI	VISA	US CR COMM			49	\$ (926.20)	-45.55		.01	
16013 VI	VISA	US CR CONS			345	\$ (3,042.76)	-28.16		.05	
16013 VI	VISA	USCOMML2 P	Purchasing Card Level II Data Rate		2	\$ 100.72	50.36		.00	
16013 VI	VISA	V INTLCHIP	International Issuer Chip		237	\$ 3,936.92	27.46		.03	
16013 VI	VISA	V INTLCOMM	International Commercial Card		76	\$ 1,927.53	34.70		.01	
16013 VI	VISA	V INTLELCT	International Electronic		592	\$ 17,759.75	45.90		.08	
16013 VI	VISA	V INTLPREM	International Premium Card		595	\$ 14,545.14	29.62		.08	
16013 VI	VISA	V INTLSTND	International Standard		374	\$ 1,047.70	9.55		.05	
16013 VI	VISA	V STND D R	Standard Debit Reg		1	\$ 16.00	16.00		.00	
16013 VI	VISA	VI STND D	Standard Debit		2	\$ 17.40	8.70		.00	
16013 VI	VISA	VSP CNP	Signature Preferred Card Not Present		17,802	\$ 460,720.66	261.99		2.44	
16013 VI	VISA	VSP ELEC	Signature Preferred Electronic		62	\$ 506.00	8.38		.01	
16013 VI	VISA	VSP RTL	Signature Preferred Retail		13,314	\$ 629,602.01	387.15		1.83	
16013 VI	VISA	VSP STND	Signature Preferred Standard		748	\$ 11,896.07	63.57		.10	
16013 AX	AMEX	NON-STL			2,145	\$ 184,259.46	379.04		.29	
16013 DB	INLK	DB BUSINES			676	\$ 34,640.39	148.60		.09	
16013 DB	INLK	PIN DB DRF			6,785	\$ 218,854.53	69.30		.93	
16013 DB	INLK	PIN DB RTL			9,498	\$ 325,582.00	89.08		1.30	
16013 DB	INLK	PP COMM			1	\$ 16.12	16.12		.00	
16013 DB	INLK	PP RTL			246	\$ 19,617.34	90.58		.03	
16013 DB	MSTO	PIN DB DRF			756	\$ 22,328.16	70.08		.10	
16013 DB	MSTO	PIN DB RTL			2,811	\$ 100,739.12	79.70		.39	
16013 DB	NYCE	DB RTL PRM			3	\$ 131.70	37.14		.00	
16013 DB	PULS	PIN DB RTL			10	\$ 199.89	21.15		.00	
16013 DB	PULS	PP RTL			5	\$ 336.36	67.27		.00	
16013 DB	STAR	DB RTL PRM			1	\$ 16.12	16.12		.00	
16013 DI	DISC	BASE P	Base Submission Level AIP Premium		1	\$ 13.00	13.00		.00	
16013 DI	DISC	BASE R	Base Submission Level AIP Rewards		2	\$ 10.00	5.00		.00	
16013 DI	DISC	CR INTL			1	\$ (15.00)	-15.00		.00	

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CHAIN	CARDTYPE	CARDPLAN	INTERCHANGE CODE		TRANSACTION COUNT	VOLUME	AVERAGE TICKET	PERCENTAGE OF OVERALL ITEMS	PRICE PER TRANSACTION	ANNUAL COST
16013 DI		DISC	D RSTRNTPP	Restaurants AIP Premium Plus	1	\$ 15.50	15.50	.00		
16013 DI		DISC	D RTL PP	Retail AIP Premium Plus	22	\$ 1,149.59	55.68	.00		
16013 DI		DISC	ELECT COMM	Commercial Electronic Submission	135	\$ 3,991.24	38.93	.02		
16013 DI		DISC	ELECT INTL	International Electronic	2	\$ 28.00	14.00	.00		
16013 DI		DISC	EXPRESS R	Express Services AIP Rewards	2	\$ 8.25	4.13	.00		
16013 DI		DISC	PUBLIC D	Public Services AIP Debit	3	\$ 24.00	8.00	.00		
16013 DI		DISC	PUBLIC P	Public Services AIP Premium	51	\$ 1,569.35	38.45	.01		
16013 DI		DISC	PUBLIC PP	Public Services AIP Premium Plus	36	\$ 1,734.42	108.97	.00		
16013 DI		DISC	PUBLIC PPD	Public Services AIP Prepaid	1	\$ 5.00	5.00	.00		
16013 DI		DISC	PUBLIC R	Public Services AIP Rewards	343	\$ 8,477.41	47.71	.05		
16013 DI		DISC	RETAIL P	Retail AIP Premium	47	\$ 1,520.00	37.71	.01		
16013 DI		DISC	RETAIL R	Retail AIP Rewards	171	\$ 6,879.40	51.29	.02		
16013 DI		DISC	RSTRNT P	Restaurants AIP Premium	1	\$ 17.00	17.00	.00		
16013 DI		DISC	UTILITY R	Utilities AIP Rewards	23	\$ 4,225.40	184.15	.00		
16013 DI		DISC	VCHR1 COMM		1	\$ (88.00)	-88.00	.00		
16013 MC		M/C	C DATA I	Corporate Data Rate I - Corporate	278	\$ 1,871.83	52.72	.04		
16013 MC		M/C	C DATA I B	Corporate Data Rate I - Business	460	\$ 18,733.65	89.36	.06		
16013 MC		M/C	C DATA I F	Corporate Data Rate I - Fleet	1,442	\$ 38,578.23	140.12	.20		
16013 MC		M/C	C DATA I P	Corporate Data Rate I - Purchasing	141	\$ 91,806.48	1,095.78	.02		
16013 MC		M/C	C INTL II	Int'l Corp. Purch. Data Rt II	1	\$ 16.12	16.12	.00		
16013 MC		M/C	CDATA II B	Corp Data Rate II - Business	56	\$ 6,444.11	234.63	.01		
16013 MC		M/C	CDATA II C	Corporate Data Rate II - Corporate	1	\$ 17.42	17.42	.00		
16013 MC		M/C	CDATA II F	Corp Data Rate II - Fleet	254	\$ 37,105.14	87.84	.03		
16013 MC		M/C	CDATA II P	Corp Data Rate II - Purchasing	35	\$ 116,167.67	2,648.13	.00		
16013 MC		M/C	CONV PURCH	Convenience Purchases	16	\$ 107.80	6.03	.00		
16013 MC		M/C	CORP INTL	Int'l Corporate	17	\$ 298.05	18.58	.00		
16013 MC		M/C	CORP INTLP	Intl Premium Commercial Standard	1	\$ 2.40	2.40	.00		
16013 MC		M/C	CORPSTDDRF	Corporate Standard Debit Reg W/FA	1	\$ 4.00	4.00	.00		
16013 MC		M/C	CORPSTND F	Corporate Standard - Fleet	3	\$ 12.25	3.63	.00		
16013 MC		M/C	DATA I BD	Business Data Rate I Debit	1,268	\$ 20,150.06	54.44	.17		
16013 MC		M/C	DATA I DRF	Corporate Date Rate I - DB Reg W/FA	51	\$ 706.55	27.87	.01		
16013 MC		M/C	DATA II BD	Business Data Rate II Debit	294	\$ 32,460.41	70.47	.04		
16013 MC		M/C	DATA2 B2	Business Data Rate II Spend 2****	95	\$ 15,879.74	122.52	.01		
16013 MC		M/C	DATA2 B3	Business Data Rate II Spend 3	95	\$ 7,186.67	67.07	.01		
16013 MC		M/C	DATA2 B4	Business Data Rate II Spend 4	106	\$ 6,639.53	52.84	.01		
16013 MC		M/C	DATAI B2	Business Data Rate I Spend 2****	339	\$ 13,286.11	90.70	.05		
16013 MC		M/C	DATAI B3	Business Data Rate I Spend 3	334	\$ 13,892.19	174.96	.05		
16013 MC		M/C	DATAI B4	Business Data Rate I Spend 4	402	\$ 13,603.83	80.57	.06		
16013 MC		M/C	DATAII DRF	Corporate Data Rate II - DB Reg W/FA	23	\$ 3,398.95	126.31	.00		
16013 MC		M/C	EMGE/GDBMX	Emerging Market ED/GOVT DB Max	35	\$ 22,331.30	495.82	.00		

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CHAIN	CARDTYPE	CARDPLAN	INTERCHANGE CODE		TRANSACTION COUNT	VOLUME	AVERAGE TICKET	PERCENTAGE OF OVERALL ITEMS	PRICE PER TRANSACTION	ANNUAL COST
16013 MC	M/C	EMRG E/GDB	Emerging Market ED/GOVT Debit		16,367	\$ 109,476.03	31.87	2.24		
16013 MC	M/C	EMRG E/GDR	Emerging Market Ed/Govt - Debit Reg		9	\$ 37.80	5.66	.00		
16013 MC	M/C	EMRG E/GPP	Emerging Market ED/GOVT Prepaid Debit		955	\$ 8,770.34	26.17	.13		
16013 MC	M/C	EMRGE/GDRF	Emerging Market Ed/Govt - DB Reg W/FA		8,369	\$ 54,211.24	30.76	1.15		
16013 MC	M/C	ENH CONVPR	Enhanced Convenience Purchase		17	\$ 194.25	10.63	.00		
16013 MC	M/C	ENH MER 3	Enhanced Merit III		521	\$ 22,115.23	44.79	.07		
16013 MC	M/C	ENH MERITI	Enhanced Merit I		2	\$ 200.00	100.00	.00		
16013 MC	M/C	ENH STND	Enhanced Standard		1	\$ 0.80	.80	.00		
16013 MC	M/C	ENHPUBSCNP	Enhanced Public Sector CNP		1,938	\$ 11,137.60	56.92	.27		
16013 MC	M/C	ENHPUBSECP	Enhanced Public Sector CP		1,061	\$ 25,627.81	178.92	.15		
16013 MC	M/C	ENHUTILITY	Enhanced Utility		8	\$ 1,252.47	147.85	.00		
16013 MC	M/C	HV MERIT3	High Value Merit III Base		57	\$ 2,881.38	59.85	.01		
16013 MC	M/C	HVPUBSECCP	High Value Public Sector CP		88	\$ 3,128.42	87.69	.01		
16013 MC	M/C	HVPUBSECNP	High Value Public Sector CNP		274	\$ 2,658.00	52.31	.04		
16013 MC	M/C	INTL ELEC	International Electronic		246	\$ 5,202.81	34.00	.03		
16013 MC	M/C	INTLELECSP	Intl Super Premium Electronic		14	\$ 170.15	12.98	.00		
16013 MC	M/C	INTLP ELEC	Intl Premium Electronic		80	\$ 2,244.65	36.56	.01		
16013 MC	M/C	INTLP STND	Intl Premium Consumer Standard		67	\$ 257.50	9.67	.01		
16013 MC	M/C	INTLSTNDSP	Intl Super Premium Consumer Standard		3	\$ 6.00	1.80	.00		
16013 MC	M/C	ITLELECDR	Intl Electronic Debit Reg		1	\$ 15.00	15.00	.00		
16013 MC	M/C	ITLSTNDDR	Intl Consumer Standard Debit Reg		1	\$ 475.00	475.00	.00		
16013 MC	M/C	M INTLSTND	International Standard		146	\$ 965.09	50.94	.02		
16013 MC	M/C	MC REF G1D			4	\$ (70.00)	-17.50	.00		
16013 MC	M/C	MC REF G3D			9	\$ (289.72)	-45.63	.00		
16013 MC	M/C	MC REFCON2			1	\$ (15.00)	-15.00	.00		
16013 MC	M/C	MC REFCON3			17	\$ (524.18)	-36.95	.00		
16013 MC	M/C	MC REFCRP1			2	\$ (98.50)	-49.25	.00		
16013 MC	M/C	MC REFCRP3			2	\$ (59.00)	-29.50	.00		
16013 MC	M/C	MC REST D	Restaurant Debit		14	\$ 277.25	19.70	.00		
16013 MC	M/C	MC SM TK D	Small Ticket Debit		198	\$ 1,314.55	6.41	.03		
16013 MC	M/C	MC STND D	Standard Debit		53	\$ 171.50	3.52	.01		
16013 MC	M/C	MC UTIL DB	Utility Debit		86	\$ 14,557.08	179.07	.01		
16013 MC	M/C	MC UTILITY	Utility		25	\$ 5,280.69	263.21	.00		
16013 MC	M/C	MC UTLTYP	Utility Prepaid Debit		19	\$ 2,975.55	152.25	.00		
16013 MC	M/C	MCSMTKT PP	Small Ticket Prepaid Debit		5	\$ 11.00	1.88	.00		
16013 MC	M/C	MCW MERIT3	World Merit III		1,129	\$ 46,831.40	47.05	.15		
16013 MC	M/C	MCW MERITI	World Merit I		9	\$ 737.34	95.69	.00		
16013 MC	M/C	MCW PUB CP	World & World Elite Public Sector CP		2,304	\$ 133,117.52	318.70	.32		
16013 MC	M/C	MCW PUBCNP	World & World Elite Public Sector CNP		5,085	\$ 62,504.15	67.54	.70		
16013 MC	M/C	MCW STND	World Standard		9	\$ 91.45	14.29	.00		

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Attachment 3-Merchant Card Transactions with Pricing Sheet

CHAIN	CARDTYPE	CARDPLAN	INTERCHANGE CODE		TRANSACTION COUNT	VOLUME	AVERAGE TICKET	PERCENTAGE OF OVERALL ITEMS	PRICE PER TRANSACTION	ANNUAL COST
16013 MC	M/C	MCWCONPURC	World & World Elite Convenience Purchases		30	\$ 195.50	7.31	.00		
16013 MC	M/C	MCWUTILITY	World Utility		12	\$ 3,967.07	425.21	.00		
16013 MC	M/C	MER1 DRF	Merit I - Debit Reg W/FA		2	\$ 100.00	50.00	.00		
16013 MC	M/C	MER3 D R	Merit III Base - Debit Reg		1	\$ 36.00	36.00	.00		
16013 MC	M/C	MER3 DRF	Merit III Base - DB Reg W/FA		1,031	\$ 35,371.40	34.01	.14		
16013 MC	M/C	MERIT 1 D	Merit I Debit		6	\$ 244.00	45.60	.00		
16013 MC	M/C	MERIT 3 D	Merit III Debit		2,772	\$ 96,536.70	41.09	.38		
16013 MC	M/C	MERIT 3 PP	Merit III Prepaid Debit		31	\$ 1,115.55	39.03	.00		
16013 MC	M/C	MERIT I	Merit I		20	\$ 822.70	41.70	.00		
16013 MC	M/C	MERIT III	Merit III		737	\$ 31,583.85	44.49	.10		
16013 MC	M/C	MWB UTLTY	World Business Utility		2	\$ 473.96	236.98	.00		
16013 MC	M/C	MWBCOMDAT1	World Business Data Rate I		273	\$ 1,499.06	49.44	.04		
16013 MC	M/C	MWBCOMDAT2	World Business Data Rate II		6	\$ 977.14	146.16	.00		
16013 MC	M/C	MWE MERIT3	World Elite Merit III		326	\$ 13,633.15	42.51	.04		
16013 MC	M/C	MWE MERITI	World Elite Merit I		1	\$ 262.00	262.00	.00		
16013 MC	M/C	MWE STND	World Elite Standard		2	\$ 11.50	5.75	.00		
16013 MC	M/C	MWEUTILITY	World Elite Utility		4	\$ 5,800.66	1,450.17	.00		
16013 MC	M/C	PUBLIC CNP	Public Sector CNP		2,971	\$ 19,028.58	48.99	.41		
16013 MC	M/C	PUBLIC CP	Public Sector CP		1,241	\$ 30,401.44	157.26	.17		
16013 MC	M/C	REF G1 DRF			2	\$ (44.00)	-22.00	.00		
16013 MC	M/C	REF G3 DRF			7	\$ (161.50)	-23.72	.00		
16013 MC	M/C	REFUNDG3PP			3	\$ (72.00)	-24.00	.00		
16013 MC	M/C	REST DRF	Restaurant - Debit Reg W/FA		19	\$ 306.00	16.20	.00		
16013 MC	M/C	SM TKT DRF	Small Ticket - Debit Reg W/FA		38	\$ 217.95	5.73	.01		
16013 MC	M/C	STANDARD	Standard		14	\$ 166.25	30.97	.00		
16013 MC	M/C	STANDARDPP	Standard Prepaid Debit		11	\$ 21.60	1.54	.00		
16013 MC	M/C	STND B2	Business Business Standard Spend 2****		1	\$ 20.00	20.00	.00		
16013 MC	M/C	STND DRF	Consumer Stand - DB Reg W/FA		13	\$ 122.21	10.52	.00		
16013 MC	M/C	UTLTY B3	Business Utilities Spend 3		2	\$ 958.04	479.02	.00		
16013 MC	M/C	UTLTY BD	Business Utilities Debit		4	\$ 631.74	179.74	.00		
16013 MC	M/C	UTLY DRF	Utilities - Debit Reg W/FA		10	\$ 1,773.48	185.75	.00		
16013 MC	M/C	WEBCOMDAT1	World Elite Business Data Rate I		16	\$ 281.54	15.12	.00		
16013 VI	VISA	CARD NP D	CPS Card Not Present Debit		39	\$ 6,445.20	142.01	.01		
16013 VI	VISA	CNP BUS DR	Commercial Card Not Present - Business Deb		3,273	\$ 77,490.52	99.54	.45		
16013 VI	VISA	CNP BUSDB	Commercial Card Not Present - Business Deb		2,987	\$ 111,332.29	101.26	.41		
16013 VI	VISA	CNP D R	CPS/CNP Debit Reg		130	\$ 24,895.58	146.56	.02		
16013 VI	VISA	CNP PP	CPS/CNP Prepaid		1	\$ 100.00	100.00	.00		
16013 VI	VISA	CNP COMM PP	Commercial Card Not Present - Business Preq		69	\$ 371.60	15.05	.01		
16013 VI	VISA	COM RET C	Commercial Card Retail - Corporate		99	\$ 9,238.57	108.24	.01		
16013 VI	VISA	COM RET P	Commercial Card Retail - Purchasing		378	\$ 206,412.40	394.60	.05		

City of Spokane

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Attachment 3-Merchant Card Transactions with Pricing Sheet

CHAIN	CARDTYPE	CARDPLAN	INTERCHANGE CODE		TRANSACTION COUNT	VOLUME	AVERAGE TICKET	PERCENTAGE OF OVERALL ITEMS	PRICE PER TRANSACTION	ANNUAL COST
16013 VI	VISA	COMM CNP C	Corporate Card - Card Not Present		618	\$ 4,199.10	59.47	.08		
16013 VI	VISA	COMM CNP P	Purchasing Card - Card Not Present		1,823	\$ 356,041.84	318.65	.25		
16013 VI	VISA	COMM CP B1	V Comm CP - Bus Tier 1		1,360	\$ 199,814.42	182.44	.19		
16013 VI	VISA	COMM CP B2	V Comm CP - Bus Tier 2		635	\$ 49,093.17	153.63	.09		
16013 VI	VISA	COMM CP B3	V Comm CP - Bus Tier 3		805	\$ 187,437.63	199.99	.11		
16013 VI	VISA	COMM CP B4	Commercial CP - Bus Tier 4		699	\$ 162,550.04	292.26	.10		
16013 VI	VISA	COMMCNP B1	V Comm CNP - Bus Tier 1		5,111	\$ 548,828.82	175.17	.70		
16013 VI	VISA	COMMCNP B2	V Comm CNP - Bus Tier 2		1,245	\$ 43,719.10	67.38	.17		
16013 VI	VISA	COMMCNP B3	V Comm CNP - Bus Tier 3		1,908	\$ 97,377.65	107.69	.26		
16013 VI	VISA	COMMCNP B4	Commercial CNP - Bus Tier 4		2,789	\$ 243,776.94	291.48	.38		
16013 VI	VISA	COMMTRVB1	V Comm CPS/Travel - Bus Tier 1		1	\$ 5.00	5.00	.00		
16013 VI	VISA	COMMTRVB2	V Comm CPS/Travel - Bus Tier 2		2	\$ 10.50	5.25	.00		
16013 VI	VISA	COMMTRVLB4	Commercial CPS Travel - Bus Tier 4		2	\$ 9.00	4.50	.00		
16013 VI	VISA	CONS STND	Standard		10	\$ 194.20	13.76	.00		
16013 VI	VISA	CP BUS DR	Commercial Card Present - Business Debit Reg		1,110	\$ 101,201.98	99.42	.15		
16013 VI	VISA	CP BUSDB	Commercial Card Present - Business Debit		742	\$ 61,450.40	135.72	.10		
16013 VI	VISA	CP COMM PP	Commercial Card Present - Business Prepaid		19	\$ 284.60	39.41	.00		
16013 VI	VISA	CPS CRD NP	CPS Card Not Present		10	\$ 4,296.87	541.33	.00		
16013 VI	VISA	CPS RETAIL	CPS Retail		1,038	\$ 61,240.09	97.62	.14		
16013 VI	VISA	CR COMM DB			3	\$ (2,078.50)	-692.83	.00		
16013 VI	VISA	CR CONS D			55	\$ (1,992.08)	-42.74	.01		
16013 VI	VISA	CR CONSD R			45	\$ (1,401.75)	-43.04	.01		
16013 VI	VISA	CRCOMM D R			1	\$ (881.00)	-881.00	.00		
16013 VI	VISA	CRVCHRPUR1			8	\$ (6,810.08)	-703.32	.00		
16013 VI	VISA	EIRF	EIRF		1,244	\$ 12,482.41	43.02	.17		
16013 VI	VISA	EIRF D	EIRF Debit		607	\$ 8,056.00	21.16	.08		
16013 VI	VISA	EIRF D R	EIRF Debit Reg		821	\$ 15,537.06	34.04	.11		
16013 VI	VISA	EIRF PP	EIRF Prepaid		52	\$ 673.64	24.50	.01		
16013 VI	VISA	INTLELCTDR	International Electronic Debit Reg		1	\$ 32.50	32.50	.00		
16013 VI	VISA	INTLSUPPRM	International Super Premium Card		15	\$ 202.70	13.82	.00		
16013 VI	VISA	KEYED D	CPS Retail Key Entered Debit		19	\$ 526.18	31.67	.00		
16013 VI	VISA	KEYED D R	CPS/Key Entered Debit Reg		114	\$ 2,452.00	33.15	.02		
16013 VI	VISA	KEYED PP	CPS/Key Entered Prepaid		2	\$ 130.00	65.00	.00		
16013 VI	VISA	RESTRNT D	CPS Restaurant Debit		37	\$ 805.50	21.27	.01		
16013 VI	VISA	RETAIL D	CPS Retail Debit		11,178	\$ 466,857.64	71.48	1.53		
16013 VI	VISA	RETAIL D R	CPS/Retail Debit Reg		10,190	\$ 455,843.07	92.85	1.40		
16013 VI	VISA	RETAIL PP	CPS/Retail Base Prepaid		425	\$ 13,994.40	46.95	.06		
16013 VI	VISA	REWARDS 1	CPS Rewards 1		6,203	\$ 296,555.67	97.39	.85		
16013 VI	VISA	REWARDS 2	CPS Rewards 2		46	\$ 16,817.88	528.15	.01		
16013 VI	VISA	REWDS2 T&E	CPS Rewards 2 T&E		7	\$ 139.75	19.83	.00		

City of Spokane
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Attachment 3-Merchant Card Transactions with Pricing Sheet

CHAIN	CARDTYPE	CARDPLAN	INTERCHANGE CODE		TRANSACTION COUNT	VOLUME	AVERAGE TICKET	PERCENTAGE OF OVERALL ITEMS	PRICE PER TRANSACTION	ANNUAL COST
16013 VI	VISA	RSTRNT D R	CPS/Restaurant Debit Reg		37	\$ 800.00	21.45	.01		
16013 VI	VISA	RTL2 CNP	CPS Retail 2 Card Not Present		26,277	\$ 287,644.74	124.14	3.60		
16013 VI	VISA	RTL2 CNP D	CPS Retail 2 Card Not Present Debit		46,771	\$ 207,691.22	45.23	6.41		
16013 VI	VISA	RTL2 CP	CPS Retail 2 Card Present		9,338	\$ 305,383.96	160.28	1.28		
16013 VI	VISA	RTL2CNP PP	CPS/Retail 2 CNP Prepaid		1,772	\$ 7,063.40	25.80	.24		
16013 VI	VISA	RTL2CNP D R	CPS/Retail 2 CNP Debit Reg		47,457	\$ 191,706.65	57.41	6.51		
16013 VI	VISA	RTL2CNPDMX	CPS Retail 2 Card Not Present Cap Debit		46	\$ 21,784.05	463.61	.01		
16013 VI	VISA	SIGN EIRF	Signature Card Electronic		188	\$ 814.65	18.02	.03		
16013 VI	VISA	SMALL TKT	CPS Small Ticket		1,987	\$ 11,136.65	6.87	.27		
16013 VI	VISA	SML TKT D	CPS Small Ticket Debit		14,160	\$ 81,849.13	7.53	1.94		
16013 VI	VISA	SML TKT PP	CPS/Small Ticket Prepaid		757	\$ 4,087.00	6.83	.10		
16013 VI	VISA	SML TKTD R	CPS/Small Ticket Debit Reg		15,127	\$ 93,414.03	8.70	2.07		
16013 VI	VISA	STAND B1	V Comm Standard - Bus Tier 1		80	\$ 604.00	31.41	.01		
16013 VI	VISA	STAND B2	V Comm Standard - Bus Tier 2		135	\$ 613.65	21.62	.02		
16013 VI	VISA	STAND B3	V Comm Standard - Bus Tier 3		120	\$ 351.20	9.49	.02		
16013 VI	VISA	STND B4	Business Business Standard Spend 4		150	\$ 366.70	6.76	.02		
16013 VI	VISA	STND BUSDB	Commercial Card Standard - Business Debit		2	\$ 10.00	5.00	.00		
16013 VI	VISA	STND PURCH	Purchasing Card Standard		6	\$ 438.00	85.75	.00		
16013 VI	VISA	STNDBUS DR	Commercial Standard - Business Debit Reg		2	\$ 18.00	9.00	.00		
16013 VI	VISA	US CR COMM			3	\$ (43.50)	-14.50	.00		
16013 VI	VISA	US CR CONS			64	\$ (2,342.64)	-36.44	.01		
16013 VI	VISA	USCOMML2 P	Purchasing Card Level II Data Rate		2	\$ 133.50	66.75	.00		
16013 VI	VISA	V INTLCHIP	International Issuer Chip		41	\$ 478.25	26.17	.01		
16013 VI	VISA	V INTLCOMM	International Commercial Card		23	\$ 1,383.63	100.74	.00		
16013 VI	VISA	V INTLELCT	International Electronic		221	\$ 7,863.91	60.84	.03		
16013 VI	VISA	V INTLPREM	International Premium Card		213	\$ 3,869.59	24.11	.03		
16013 VI	VISA	V INTLSTND	International Standard		198	\$ 1,025.02	41.68	.03		
16013 VI	VISA	V STND D R	Standard Debit Reg		36	\$ 658.54	49.63	.00		
16013 VI	VISA	V STND PP	Standard Prepaid		6	\$ 112.00	18.89	.00		
16013 VI	VISA	VI STND D	Standard Debit		24	\$ 339.50	17.45	.00		
16013 VI	VISA	VSP CNP	Signature Preferred Card Not Present		16,952	\$ 431,468.36	275.45	2.32		
16013 VI	VISA	VSP ELEC	Signature Preferred Electronic		94	\$ 1,276.00	12.08	.01		
16013 VI	VISA	VSP RTL	Signature Preferred Retail		13,212	\$ 766,696.74	267.67	1.81		
16013 VI	VISA	VSP STND	Signature Preferred Standard		714	\$ 10,593.79	94.25	.10		
					729,405	\$ 17,300,667.23		100.00		

CHAIN	CARDTYPE	CARDPLAN	INTERCHANGE CODE	TRANSACTION COUNT CITY OF SPOKANE	VOLUME CITY OF SPOKANE	PRICE PER TRANSACTION CITY OF SPOKANE	ANNUAL COST CITY OF SPOKANE
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City of Spokane
RFP 4249-16
Attachment 3-Merchant Card Transactions with Pricing Sheet

CHAIN	CARDTYPE	CARDPLAN	INTERCHANGE CODE	TRANSACTION COUNT	VOLUME	AVERAGE TICKET	PERCENTAGE OF OVERALL ITEMS	PRICE PER TRANSACTION	ANNUAL COST
	AMEX	AMEX		5,603	\$ 474,164.54	\$0.0500	\$280.15		
	ACCL	ACCL		1	\$ 27.65	\$0.0650	\$0.07		
	INLK	INLK		33,781	\$ 1,237,912.64	\$0.0650	\$2,195.77		
	MSTO	MSTO		6,526	\$ 234,428.78	\$0.0650	\$424.19		
	NYCE	NYCE		4	\$ 137.50	\$0.0650	\$0.26		
	PULS	PULS		66	\$ 5,344.67	\$0.0650	\$4.29		
	STAR	STAR		4	\$ 63.13	\$0.0650	\$0.26		
	DISC	DISC		1,962	\$ 66,840.21	\$0.0650	\$127.53		
	M/C	M/C		47,875	\$ 2,084,561.27	\$0.0650	\$3,111.88		
	VISA	VISA		239,181	\$ 11,871,759.66	\$0.0650	\$15,546.77		
				335,003	\$ 15,975,240.05		\$19,215.17		

Start Date 6/30/2015

End Date 7/1/2016

YEAR	CHAIN	CARDTYPE	CARDPLAN	NET_SALES	NET_ITEMS	GROSS_SALES	GROSS_ITEMS	CREDIT_VOLUME	CREDIT_COUNT
2015	16013	AX	AMEX	\$ 287,789.08	3,450	\$ 288,083.08	3,458.0	\$ 147.00	4
2016	16013	AX	AMEX	\$ 184,259.46	2,135	\$ 186,081.46	2,145.0	\$ 911.00	5
				\$ 472,048.54	5,585	\$ 474,164.54	5,603.0	\$ 1,058.00	9
2015	16013	DB	ACCL	\$ 27.65	1	\$ 27.65	1.0	\$ -	-
2015	16013	DB	INLK	\$ 639,202.24	16,573	\$ 639,202.26	16,575.0	\$ 0.01	1
2015	16013	DB	MSTO	\$ 111,361.50	2,959	\$ 111,361.50	2,959.0	\$ -	-
2015	16013	DB	NYCE	\$ 5.80	1	\$ 5.80	1.0	\$ -	-
2015	16013	DB	PULS	\$ 4,808.42	51	\$ 4,808.42	51.0	\$ -	-
2015	16013	DB	STAR	\$ 47.01	3	\$ 47.01	3.0	\$ -	-
2016	16013	DB	INLK	\$ 598,710.38	17,206	\$ 598,710.38	17,206.0	\$ -	-
2016	16013	DB	MSTO	\$ 123,067.28	3,567	\$ 123,067.28	3,567.0	\$ -	-
2016	16013	DB	NYCE	\$ 131.70	3	\$ 131.70	3.0	\$ -	-
2016	16013	DB	PULS	\$ 536.25	15	\$ 536.25	15.0	\$ -	-
2016	16013	DB	STAR	\$ 16.12	1	\$ 16.12	1.0	\$ -	-
				\$ 1,477,914.35	40,380	\$ 1,477,914.37	40,382.0	\$ 0.01	1
2015	16013	DI	DISC	\$ 38,056.55	1,142	\$ 38,201.35	1,154.0	\$ 72.40	6
2016	16013	DI	DISC	\$ 29,564.56	839	\$ 29,770.56	843.0	\$ 103.00	2
				\$ 67,621.11	1,981	\$ 67,971.91	1,997.0	\$ 175.40	8
2015	16013	MC	M/C	\$ 1,064,718.39	53,760	\$ 1,070,627.01	54,266.0	\$ 2,954.31	253
2016	16013	MC	M/C	\$ 1,224,822.71	54,458	\$ 1,227,490.51	54,552.0	\$ 1,333.90	47
				\$ 2,289,541.10	108,218	\$ 2,298,117.52	108,818.0	\$ 4,288.21	300
2015	16013	VI	VISA	\$ 6,718,491.91	316,170	\$ 6,737,017.13	318,414.0	\$ 9,262.61	1,122
2016	16013	VI	VISA	\$ 6,275,050.22	253,831	\$ 6,306,232.32	254,191.0	\$ 15,591.05	180
				\$ 12,993,542.13	570,001	\$ 13,043,249.45	572,605.0	\$ 24,853.66	1,302
			Total	\$ 17,300,667.23	726,165	\$ 17,361,417.79	729,405.0	\$ 60,750.56	1,620

DBA	STATUS	MODEL	VAR_VENDOR	TID_LAST_ACTIVITY
CO SPOKANE PARKING METERS	OPEN	Vendor Distributed	MainStreet Softworks	04/06/2016
CO SPOKANE PARKING CELL	OPEN	Service Provider Hosted	Six Card Solutions	
CO SPOKANE POLICE	OPEN	HYPERCOM T4210 DIAL		11/12/2015
CO SPOKANE POLICE	OPEN	VX520		04/06/2016
CO SPOKANE PARKS DEPT	OPEN	HYPERCOM T7PLUS		10/16/2012
CO SPOKANE PARKS DEPT	OPEN	VX570IP		09/04/2015
CO SPOKANE PARKS DEPT	OPEN	VX570IP		05/27/2015
CO SPOKANE PARKS DEPT	OPEN	VX570IP		06/01/2015
CO SPOKANE PARKS DEPT	OPEN	VX570IP		04/04/2013
CO SPOKANE PARKS DEPT	OPEN	HYPERCOM M4230GPRS		10/18/2015
CO SPOKANE PARKS DEPT	OPEN	HCOM SIM Card		
CO SPOKANE PARKS DEPT	OPEN	VX570IP		08/18/2015
CO SPOKANE PARKS DEPT	OPEN	HYPERCOM M4230GPRS		09/13/2015
CO SPOKANE PARKS DEPT	OPEN	HCOM SIM Card		
CO SPOKANE PARKS DEPT	OPEN	INGENICO IWL250G		08/10/2015
CO SPOKANE PARKS DEPT	OPEN	IWL250G COMM BASE		
CO SPOKANE PARKS DEPT	OPEN	SIM CARD		
CO SPOKANE PARKS DEPT	OPEN	VX570IP		08/04/2015
CO SPOKANE PARKS DEPT	OPEN	VX570IP		07/06/2015
CO SPOKANE PARKS DEPT	OPEN	VX520		11/24/2015
CO SPOKANE PARKS DEPT	OPEN	VX520		04/04/2016
CO SPOKANE PARKS DEPT	OPEN	VX520		04/06/2016
CO SPOKANE PARKS DEPT	OPEN	VX520		02/23/2016
CO SPOKANE PARKS DEPT	OPEN	INGENICO IWL250G		04/05/2016
CO SPOKANE PARKS DEPT	OPEN	IWL250G COMM BASE		
CO SPOKANE PARKS DEPT	OPEN	SIM CARD		
CO SPOKANE PARKS DEPT	OPEN	VX520		
CO SPOKANE PARKS DEPT	OPEN	VX520		
CO SPOKANE PARKS DEPT	OPEN	VX520		
CO SPOKANE PARKS DEPT	OPEN	VX520		04/04/2016
INDIAN CANYON GC	OPEN	HYPERCOM T4210 DIAL		08/26/2015
INDIAN CANYON GC	OPEN	VX520		04/06/2016
CO SPOKANE RIVERFRONT PARK	OPEN	Service Provider Hosted	Authorize.net	02/12/2014
CO SPOKANE RIVERFRONT PARK	OPEN	VX510LE		04/06/2016
CO SPOKANE RIVERFRONT PARK	OPEN	VX510LE		03/27/2016
CO SPOKANE RIVERFRONT PARK	OPEN	HYPERCOM T4210 DIAL		10/09/2015
CO SPOKANE RIVERFRONT PARK	OPEN	HYPERCOM T4210 DIAL		09/16/2012
CO SPOKANE RIVERFRONT PARK	OPEN	HYPERCOM T4210 DIAL		04/06/2016
CO SPOKANE RIVERFRONT PARK	OPEN	HYPERCOM T4210 DIAL		09/07/2015
CO SPOKANE RIVERFRONT PARK	OPEN	HYPERCOM T4210 DIAL		09/20/2015
CO SPOKANE RIVERFRONT PARK	OPEN	HYPERCOM T4210 DIAL		07/28/2012
CO SPOKANE RIVERFRONT PARK	OPEN	HYPERCOM T4210 DIAL		10/18/2015
CO SPOKANE RIVERFRONT PARK	OPEN	VX570IP		03/01/2015
CO SPOKANE RIVERFRONT PARK	OPEN	VX570IP		03/01/2015
CO SPOKANE RIVERFRONT PARK	OPEN	VX570IP		09/04/2015
CO SPOKANE RIVERFRONT PARK	OPEN	Vendor Distributed		04/06/2016
CO SPOKANE RIVERFRONT PARK	OPEN	INGENICO ICT220		02/28/2016
CO SPOKANE RIVERFRONT PARK	OPEN	INGENICO ICT220		04/06/2016
CO SPOKANE RIVERFRONT PARK	OPEN	VX520		04/06/2016
CO SPOKANE RIVERFRONT PARK	OPEN	VX520		04/06/2016
CO SPOKANE RIVERFRONT PARK	OPEN	VX520		10/28/2015
CO SPOKANE RIVERFRONT PARK	OPEN	VX520		10/22/2015
CO SPOKANE RIVERFRONT PARK	OPEN	VX520		02/28/2016
CO SPOKANE RIVERFRONT PARK	OPEN	VX520		04/06/2016
CO SPOKANE RIVERFRONT PARK	OPEN	VX520		02/16/2016
CO SPOKANE RIVERFRONT PARK	OPEN	VX520		04/06/2016
CO SPOKANE RIVERFRONT PARK	OPEN	VX520		04/06/2016
CO SPOKANE RIVERFRONT PARK	OPEN	PINPAD VX820		
CO SPOKANE RIVERFRONT PARK	OPEN	VX520		04/06/2016
CO SPOKANE RIVERFRONT PARK	OPEN	VX520		04/06/2016

DBA	STATUS	MODEL	VAR_VENDOR	TID_LAST_ACTIVITY
CO SPOKANE RIVERFRONT PARK	OPEN	VX520		
CO SPOKANE FIRE PREVENTION DPT	OPEN	HYPERCOM T4210 DIAL		09/30/2015
CO SPOKANE FIRE PREVENTION DPT	OPEN	INGENICO ICT220		04/06/2016
ESMERALDA GC	OPEN	VX510LE		06/26/2015
ESMERALDA GC	OPEN	VX520		04/06/2016
CO SPOKANE ENGINEERING SVCS	OPEN	HYPERCOM T4210 DIAL		09/24/2015
CO SPOKANE BUILDING SRVCS	OPEN	HYPERCOM T4210 DIAL		10/14/2015
CO SPOKANE BUILDING SRVCS	OPEN	PINPAD1300		
CO SPOKANE W2E PLANT	OPEN	PINPAD1300		
CO SPOKANE W2E PLANT	OPEN	VX570IP		09/23/2015
CO SPOKANE W2E PLANT	OPEN	VX570IP		09/23/2015
CO SPOKANE W2E PLANT	OPEN	VX570IP		09/24/2015
CO SPOKANE W2E PLANT	OPEN	PINPAD 1000SE		
CO SPOKANE W2E PLANT	OPEN	PINPAD 1000SE		
CO SPOKANE W2E PLANT	OPEN	PINPAD 1000SE		
CO SPOKANE W2E PLANT	OPEN	VX520		04/06/2016
CO SPOKANE W2E PLANT	OPEN	VX520		04/06/2016
CO SPOKANE W2E PLANT	OPEN	VX520		03/15/2016
CO SPOKANE W2E PLANT	OPEN	PINPAD VX820		
CO SPOKANE W2E PLANT	OPEN	PINPAD VX820		
CO SPOKANE W2E PLANT	OPEN	PINPAD VX820		
CO SPOKANE W2E PLANT	OPEN	PINPAD VX820		
CO SPOKANE UTILITIES COUNTER	OPEN	CONVERGE		04/23/2015
CO SPOKANE UTILITIES COUNTER	OPEN	VX570IP		03/25/2014
CO SPOKANE UTILITIES COUNTER	OPEN	VX570IP		09/08/2015
CO SPOKANE UTILITIES COUNTER	OPEN	VX570IP		09/04/2015
CO SPOKANE UTILITIES COUNTER	OPEN	VX520		11/02/2015
CO SPOKANE UTILITIES COUNTER	OPEN	VX520		04/06/2016
CO SPOKANE UTILITIES COUNTER	OPEN	VX520		04/06/2016
CO SPOKANE UTILITIES COUNTER	OPEN	VX520		04/06/2016
CO SPOKANE UTILITIES COUNTER	OPEN	VX520		
CO SPOKANE UTILITIES COUNTER	OPEN	VX520		
CO SPOKANE UTILITIES COUNTER	OPEN	VX520		11/30/2015
CO SPOKANE UTILITIES COUNTER	OPEN	VX570IP		06/24/2015
CO SPOKANE UTILITIES COUNTER	OPEN	VX570IP		06/24/2015
CO SPOKANE UTILITIES COUNTER	OPEN	VX570IP		09/08/2015
CO SPOKANE UTILITIES COUNTER	OPEN	VX570IP		03/12/2013
CO SPOKANE TAXES AND LICENSES	OPEN	PINPAD VX820		
CO SPOKANE TAXES AND LICENSES	OPEN	VX570IP		06/09/2015
CO SPOKANE TAXES AND LICENSES	OPEN	VX570IP		09/01/2015
CO SPOKANE TAXES AND LICENSES	OPEN	VX570IP		09/02/2015
CO SPOKANE TAXES AND LICENSES	OPEN	PINPAD 1000SE		
CO SPOKANE TAXES AND LICENSES	OPEN	PINPAD 1000SE		
CO SPOKANE TAXES AND LICENSES	OPEN	PINPAD 1000SE		
CO SPOKANE TAXES AND LICENSES	OPEN	PINPAD 1000SE		
CO SPOKANE TAXES AND LICENSES	OPEN	VX570IP		08/27/2015
CO SPOKANE TAXES AND LICENSES	OPEN	VX570IP		
CO SPOKANE TAXES AND LICENSES	OPEN	VX570IP		09/01/2015
CO SPOKANE TAXES AND LICENSES	OPEN	VX570IP		08/27/2015
CO SPOKANE TAXES AND LICENSES	OPEN	VX520		10/30/2015
CO SPOKANE TAXES AND LICENSES	OPEN	VX520		03/31/2016
CO SPOKANE TAXES AND LICENSES	OPEN	VX520		04/01/2016
CO SPOKANE TAXES AND LICENSES	OPEN	VX520		03/28/2016
CO SPOKANE TAXES AND LICENSES	OPEN	VX520		
CO SPOKANE TAXES AND LICENSES	OPEN	VX520		
CO SPOKANE TAXES AND LICENSES	OPEN	VX520		
CO SPOKANE TAXES AND LICENSES	OPEN	VX520		
CO SPOKANE TAXES AND LICENSES	OPEN	PINPAD VX820		
CO SPOKANE TAXES AND LICENSES	OPEN	PINPAD VX820		

DBA	STATUS	MODEL	VAR_VENDOR	TID_LAST_ACTIVITY
CO SPOKANE TAXES AND LICENSES	OPEN	PINPAD VX820		
THE CREEK QUALCHAN GC	OPEN	VX510LE		05/19/2015
THE CREEK QUALCHAN GC	OPEN	VX520		04/06/2016
DOWNRIVER GC	OPEN	HYPERCOM T4210 DIAL		06/09/2015
DOWNRIVER GC	OPEN	VX570IP		
DOWNRIVER GC	OPEN	VX520		04/06/2016
DOWNRIVER GC	OPEN	INGENICO IWL250G		02/21/2016
DOWNRIVER GC	OPEN	IWL250G COMM BASE		
DOWNRIVER GC	OPEN	SIM CARD		
CO SPOKANE ACCELA PERMITS	OPEN	Service Provider Hosted	PayPal	04/06/2016
CO SPOKANE ACCELA PERMITS	OPEN	INGENICO ICT250		04/06/2016
CO SPOKANE ACCELA PERMITS	OPEN	INGENICO ICT250		04/06/2016
CO SPOKANE ACCELA PERMITS	OPEN	INGENICO ICT250		04/06/2016
CO SPOKANE ACCELA PERMITS	OPEN	INGENICO ICT250		04/05/2016
CO SPOKANE ACCELA PERMITS	OPEN	INGENICO ICT250		04/06/2016
CO SPOKANE MERKEL CONCESSION	OPEN	VX520		
CO SPOKANE MERKEL CONCESSION	OPEN	OMNI 3200		
CO SPOKANE MERKEL CONCESSION	OPEN	OMNI 3200		
CO SPOKANE MERKEL CONCESSION	OPEN	VX570IP		10/18/2015
CO SPOKANE MERKEL CONCESSION	OPEN	VX570IP		10/19/2015
CO SPOKANE MERKEL CONCESSION	OPEN	VX520		11/22/2015
CO SPOKANE MERKEL CONCESSION	OPEN	VX520		
CO SPOKANE MERKEL CONCESSION	OPEN	VX520		
CO SPOKANE PARKING VIOLATIONS	OPEN	VX520		11/30/2015
CO SPOKANE PARKING VIOLATIONS	OPEN	VX570IP		08/18/2015
CO SPOKANE PARKING VIOLATIONS	OPEN	VX570IP		06/12/2015
CO SPOKANE PARKING VIOLATIONS	OPEN	VX570IP		06/01/2015
CO SPOKANE PARKING VIOLATIONS	OPEN	PINPAD 1000SE		
CO SPOKANE PARKING VIOLATIONS	OPEN	VX570IP		
CO SPOKANE PARKING VIOLATIONS	OPEN	VX570IP		03/03/2016
CO SPOKANE PARKING VIOLATIONS	OPEN	VX570IP		03/03/2016
CO SPOKANE PARKING VIOLATIONS	OPEN	VX570IP		03/01/2016
CO SPOKANE PARKING VIOLATIONS	OPEN	PINPAD 1000SE		
CO SPOKANE PARKING VIOLATIONS	OPEN	PINPAD 1000SE		
CO SPOKANE PARKING VIOLATIONS	OPEN	PINPAD 1000SE		
CO SPOKANE PARKING VIOLATIONS	OPEN	VX570IP		07/29/2013
CO SPOKANE PARKING VIOLATIONS	OPEN	VX570IP		09/03/2015
CO SPOKANE PARKING VIOLATIONS	OPEN	VX570IP		09/01/2015
CO SPOKANE PARKING VIOLATIONS	OPEN	VX520		
CO SPOKANE PARKING VIOLATIONS	OPEN	VX520		04/01/2016
CO SPOKANE PARKING VIOLATIONS	OPEN	VX520		04/01/2016
CO SPOKANE PARKING VIOLATIONS	OPEN	VX520		03/22/2016
CO SPOKANE PARKING VIOLATIONS	OPEN	VX520		04/06/2016
CO SPOKANE PARKING VIOLATIONS	OPEN	VX520		04/06/2016
CO SPOKANE PARKING VIOLATIONS	OPEN	VX520		04/06/2016
CO SPOKANE PARKING VIOLATIONS	OPEN	VX520		
CO SPOKANE PARKING VIOLATIONS	OPEN	VX520		
CO SPOKANE PARKING VIOLATIONS	OPEN	VX520		
CO SPOKANE UTILITIES WEB	OPEN	PC INTERNET SECURE		
CO SPOKANE UTILITIES IVR	OPEN	Service Provider Hosted	Online Resources Card and Credit Services	
CITY OF SPOKANE TREASURERS OFFIC	OPEN	VX570IP		
CITY OF SPOKANE TREASURERS OFFIC	OPEN	VX570IP		05/22/2013
CITY OF SPOKANE TREASURERS OFFIC	OPEN	VX570IP		
CITY OF SPOKANE TREASURERS OFFIC	OPEN	VX570IP		
CITY OF SPOKANE TREASURERS OFFIC	OPEN	VX570IP		
CITY OF SPOKANE TREASURERS OFFIC	OPEN	VX570IP		07/23/2015
CITY OF SPOKANE TREASURERS OFFIC	OPEN	VX570IP		
CITY OF SPOKANE TREASURERS OFFIC	OPEN	VX520		
CITY OF SPOKANE TREASURERS OFFIC	OPEN	VX520		12/02/2015

DBA	STATUS	MODEL	VAR_VENDOR	TID_LAST_ACTIVITY
CITY OF SPOKANE TREASURERS OFFIC	OPEN	VX520		
CITY OF SPOKANE TREASURERS OFFIC	OPEN	VX520		
CITY OF SPOKANE TREASURERS OFFIC	OPEN	VX520		
CITY OF SPOKANE TREASURERS OFFIC	OPEN	VX520		
CITY OF SPOKANE TREASURERS OFFIC	OPEN	VX520		
CITY OF SPOKANE TREASURERS OFFIC	OPEN	VX520		04/01/2016
CITY OF SPOKANE PARKING METERS	OPEN	Service Provider Hosted	Merchant Partners	04/06/2016
CITY OF SPOKANE PARKING METERS	OPEN	Service Provider Hosted	Merchant Partners	
CITY OF SPOKANE PARKING METERS	OPEN	Service Provider Hosted	Merchant Partners	
CITY OF SPOKANE PARKING METERS	OPEN	Service Provider Hosted	Merchant Partners	
CITY OF SPOKANE PARKING METERS	OPEN	Service Provider Hosted	Merchant Partners	
CITY OF SPOKANE PARKING METERS	OPEN	Service Provider Hosted	Merchant Partners	
CITY OF SPOKANE PARKING METERS	OPEN	Service Provider Hosted	Merchant Partners	
CITY OF SPOKANE PARKING METERS	OPEN	Service Provider Hosted	Merchant Partners	
CITY OF SPOKANE PARKING METERS	OPEN	Service Provider Hosted	Merchant Partners	
CITY OF SPOKANE PARKING METERS	OPEN	Service Provider Hosted	Merchant Partners	
CITY OF SPOKANE PARKING CITATION	OPEN	Service Provider Hosted	Merchant Partners	04/06/2016
CITY OF SPOKANE PARKING CITATION	OPEN	Service Provider Hosted	Merchant Partners	
CITY OF SPOKANE PARKING CITATION	OPEN	Service Provider Hosted	Merchant Partners	
CITY OF SPOKANE PARKING CITATION	OPEN	Service Provider Hosted	Merchant Partners	
CITY OF SPOKANE PARKING CITATION	OPEN	Service Provider Hosted	Merchant Partners	
CITY OF SPOKANE PARKING CITATION	OPEN	Service Provider Hosted	Merchant Partners	
CITY OF SPOKANE PARKING CITATION	OPEN	Service Provider Hosted	Merchant Partners	
CITY OF SPOKANE PARKING CITATION	OPEN	Service Provider Hosted	Merchant Partners	
CITY OF SPOKANE PARKING CITATION	OPEN	Service Provider Hosted	Merchant Partners	
CITY OF SPOKANE PARKING CITATION	OPEN	Service Provider Hosted	Merchant Partners	
COS LIBRARY SELF CHECKOUT	OPEN	Vendor Distributed	PC Charge Version 5.8	
COS LIBRARY SELF CHECKOUT	OPEN	Service Provider Hosted		04/06/2016
COS LIBRARY PAY ONLINE	OPEN	Vendor Distributed	PC Charge Version 5.8	04/06/2016
CITY OF SPOKANE LID	OPEN	VX520		
CITY OF SPOKANE LID	OPEN	VX570IP		
CITY OF SPOKANE LID	OPEN	VX570IP		
CITY OF SPOKANE LID	OPEN	VX570IP		09/01/2015
CITY OF SPOKANE LID	OPEN	VX570IP		08/14/2015
CITY OF SPOKANE LID	OPEN	VX520		
CITY OF SPOKANE LID	OPEN	VX520		10/09/2015
CITY OF SPOKANE LID	OPEN	VX520		02/12/2016
CITY OF SPOKANE LID	OPEN	VX520		
CITY OF SPOKANE LID	OPEN	VX520		
CITY OF SPOKANE LID	OPEN	VX520		
CITY OF SPOKANE LID	OPEN	VX520		

SCHEDULE A - SCHEDULE OF FEES

If this schedule is inclusive of **exception pricing** on any fees or service, written approval of final pricing included herein must be attached for legal review. Primary documentation should be a P&L model including the final pricing, reviewed and signed by the Pricing and Profitability team. If Safe-T Service pricing is included, see Section VII, C., a signed Schedule L must be included. If Professional Services pricing is included, a separate Statement of Work and Professional Services Agreement must be included. Various forms of written approval will be accepted, but must be approved by appropriate parties within the applicable professional services groups as outlined in the pricing guidelines for these products.

ASSUMPTIONS / Merchant PROFILE

Legal Entity Name	City of Spokane		
Business Segment	Services_Government		
Category Description	Government Services-Not Elsewhere Classified		
MCC	9399		
Multiple MCCs?	Yes		
Locations	21		
	Annual Volume	Avg. Ticket	Annual Transactions
VISA	\$11,871,760	\$50.00	237,435
MasterCard	\$2,084,561	\$44.00	47,376
Discover	\$66,840	\$34.00	1,966
Union Pay			0
American Express	\$474,165	\$85.00	5,578
JCB & Diners			0
PIN-Debit	\$1,477,914	\$37.00	39,944
Checks			0
EBT			0
Total	\$15,975,240	\$50.00	332,300

Projected Monthly Trans

Volume	Average Ticket
27692	\$50

TERM

Initial Term of: Year(s) with (REQUIRED): Year(s) Renewal Term

PROCESSING SERVICES AVAILABLE TO COMPANIES GENERALLY

CARD PROCESSING FEES

Billing Method:

Interchange, assessments, and dues will be assessed on all Visa, MasterCard, Discover, and UnionPay settled volume.

Service may adjust Merchant's pricing if (i) Merchant's annualized Visa/MasterCard/Discover/UnionPay average ticket or volume varies from projections by more than twenty percent (20%), or (ii) Merchant's Visa/MasterCard/Discover/UnionPay average ticket or volume for any month falls below fifty percent (50%) of such Visa/MasterCard/Discover/UnionPay average ticket or volume during the same month of the previous calendar year.

Pass-Through

All Visa, MasterCard, Discover, UnionPay, and debit network authorization and Interchange fees, assessments, dues and other fees and charges are passed to Merchant at cost. Service Transaction processing fees include:

	%	Per Item (\$)
Visa	0.00%	\$0.065
MasterCard	0.00%	\$0.065
Discover	0.00%	\$0.065
UnionPay	0.00%	\$0.065
PIN-Debit	0.00%	\$0.065

AUTHORIZATION FEES - Servicer

Telecom Method	IP/DIAL
Additional Fee for Telecom	Waived
	Per Authorization Fee
Visa	\$0.000
MasterCard	\$0.000
Discover	\$0.000
UnionPay	\$0.000
PIN Debit	\$0.000
American Express	\$0.050
Diners	\$0.000
JCB	
EBT	
Other Card Type	
Frame Relay	
Dial Back-Up for Frame Relay	
Voice (VRU) Authorization	\$0.750
Voice Authorization with Address Verification	\$0.900
Operator-Assist Authorization	\$0.900
Bank Referral Authorization	\$4.000

OTHER TRANSACTION FEES

	Per Transaction Fee
Bill Payment (PIN-Less Debit)	
PIN Debit Flat Rate (per settled transaction) (Debit Network Switch Fee is billed separately - per authorization)	
AVS Fee (per occurrence)	
ACH Fee (per occurrence)	
ACH Returned Item Fee (per occurrence)	\$20.000
FedWire Settlement (per occurrence, where available)	
<i>Fedwire requires CFO Approval</i>	
Chargeback Fee (per occurrence)	\$25.000
Monthly Minimum (per location)	Waived

Monthly Minimum Start Date to be the Effective Date of the PDPA

Other Fee

3Delta - Level 3 Solutions

Setup Fee

Other Setup Fee

Monthly Fee

Per Transaction Fee

Other Fee

REPORTING

Merchant Connect Basic

Setup Fee

Monthly Fee

Waived
Waived

Merchant Connect Premium

Setup Fee

Monthly Fee

1 User

2-5 Users

6-10 Users

11+ Users

Waived
Waived
Waived
Waived
Waived

OCM Setup Fee

Monthly Maintenance Fee

1-5 Users

6-10 Users

11+ Users

\$14.95
\$14.95
\$14.95

ACS Reporting

Setup Fee (per MID)

Monthly Fee

Customized Reporting

Setup Fee

Monthly Fee

PIN-Debit BIN Reporting

Setup Fee (per MID)

Monthly Fee

FOREIGN NETWORK

PROFESSIONAL SERVICES

EQUIPMENT/SOFTWARE

Purchase			
Equipment Type	Price/Unit	Monthly Fee	Application
Ingenico iCT220	\$230.00		
Ingenico iCT250	\$365.00		
Verifone VX520	\$421.00		
Ingenico Pinpad iPP320	\$288.00		
Verifone Pinpad VX820	\$216.00		
Ingenico Wireless iWL250G	\$733.00		

Notes: 1) Shipping and handling fees are included in the equipment price. 2) All newly purchased equipment from Servicer is warranted for one year from date of purchase. Servicer will replace defective equipment. Merchant will pay a \$35/unit swap fee for the shipping and handling of the replacement equipment. After the first year, Merchant will be quoted a new equipment cost based on market pricing. 3) Merchant owned equipment is not warranted by Servicer, but Merchant may purchase new equipment at market pricing from Servicer. 4) See additional pricing sheet as needed.

DCC & MCC

ACCOUNT IMPLEMENTATION & MAINTAINENCE FEES

ELECTRONIC GIFT CARDS

BILL PAYMENT PORTAL (BPP) & ENTERPRISE BILLING SOLUTIONS (EBS)

ACCULYNK (INTERNET PIN-BASED DEBIT CARDS SERVICES)

PAYMENT NAVIGATOR SERVICES

CONVERGE SERVICES

PETROLEUM SERVICES

ELECTRONIC CHECK SERVICE:SERVICE LEVEL AND PROCESSING FEES

PROCESSING SERVICES AVAILABLE TO COMPANIES OPERATING IN CERTAIN CATEGORIES

NON-PROCESSING SERVICE AVAILABLE TO COMPANIES GENERALLY

CONVENIENCE FEE AND GOVERNMENT/PUBLIC INSTIUION SERVICE FEES (GPISF)

PCI

Channel: Direct

Start Date:	11/1/2016	
MID Type:	Single-MID	
MIDS:	6+	
Billing Type:	Monthly	
	IP	NON-IP
Monthly Fee:	\$7.00	\$7.00
Annual Fee:	N/A	N/A

All Merchants must comply with the requirements of the Payment Card Industry Data Security Standards ("PCI DSS"). Elavon requires Level 4 Merchants (determined based on transaction volume) to validate PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval. An annual PCI Fee will be charged to Merchants with access to the services of the qualified third party assessor with whom Elavon has a preferred provider relationship. Any Merchant that has not validated PCI DSS compliance within ninety (90) days of account approval, or in subsequent years on or before the anniversary date of account approval, will be charged an additional monthly non-compliance fee of \$45.00 until Elavon is provided with validation of compliance. Merchant may be eligible for Data Breach Coverage following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview for coverage details and conditions. Unless stated otherwise in the Agreement, these rates are subject to change with a thirty (30) day notification.

Merchant Acknowledgement

Signature: _____

Printed Name: _____

Title: _____

Date: _____

SCHEDULE A - SCHEDULE OF FEES

If this schedule is inclusive of **exception pricing** on any fees or service, written approval of final pricing included herein must be attached for legal review. Primary documentation should be a P&L model including the final pricing, reviewed and signed by the Pricing and Profitability team. If Safe-T Service pricing is included, see Section VII, C., a signed Schedule L must be included. If Professional Services pricing is included, a separate Statement of Work and Professional Services Agreement must be included. Various forms of written approval will be accepted, but must be approved by appropriate parties within the applicable professional services groups as outlined in the pricing guidelines for these products.

ASSUMPTIONS / Merchant PROFILE

Legal Entity Name	City of Spokane (Parking)		
Business Segment	Services_Government		
Category Description	Government Services-Not Elsewhere Classified		
MCC	9399		
Multiple MCCs?	Yes		
Locations	2		
	Annual Volume	Avg. Ticket	Annual Transactions
VISA	\$1,171,490	\$4.00	292872
MasterCard	\$213,556	\$4.00	53389
Discover	\$1,132	\$32.00	35
Union Pay			0
American Express			0
JCB & Diners			0
PIN-Debit			0
Checks			0
EBT			0
Total	\$1,386,178	\$13.33	346297

Projected Monthly Trans

Volume	Average Ticket
28858	\$13

TERM

Initial Term of: Year(s) with (REQUIRED): Year(s) Renewal Term

PROCESSING SERVICES AVAILABLE TO COMPANIES GENERALLY

CARD PROCESSING FEES

Billing Method:

Interchange, assessments, and dues will be assessed on all Visa, MasterCard, Discover, and UnionPay settled volume.

Service may adjust Merchant's pricing if (i) Merchant's annualized Visa/MasterCard/Discover/UnionPay average ticket or volume varies from projections by more than twenty percent (20%), or (ii) Merchant's Visa/MasterCard/Discover/UnionPay average ticket or volume for any month falls below fifty percent (50%) of such Visa/MasterCard/Discover/UnionPay average ticket or volume during the same month of the previous calendar year.

Pass-Through

All Visa, MasterCard, Discover, UnionPay, and debit network authorization and Interchange fees, assessments, dues and other fees and charges are passed to Merchant at cost. Service Transaction processing fees include:

	%	Per Item (\$)
Visa	0.00%	\$0.040
MasterCard	0.00%	\$0.040
Discover	0.00%	\$0.040
UnionPay	0.00%	\$0.040
PIN-Debit	0.00%	\$0.040

AUTHORIZATION FEES - Servicer

Telecom Method	IP/DIAL
Additional Fee for Telecom	Waived
	Per Authorization Fee
Visa	\$0.000
MasterCard	\$0.000
Discover	\$0.000
UnionPay	\$0.000
PIN Debit	\$0.000
American Express	\$0.050
Diners	\$0.000
JCB	
EBT	
Other Card Type	
Frame Relay	
Dial Back-Up for Frame Relay	
Voice (VRU) Authorization	\$0.750
Voice Authorization with Address Verification	\$0.900
Operator-Assist Authorization	\$0.900
Bank Referral Authorization	\$4.000

OTHER TRANSACTION FEES

	Per Transaction Fee
Bill Payment (PIN-Less Debit)	
PIN Debit Flat Rate (per settled transaction) (Debit Network Switch Fee is billed separately - per authorization)	
AVS Fee (per occurrence)	
ACH Fee (per occurrence)	
ACH Returned Item Fee (per occurrence)	\$20.000
FedWire Settlement (per occurrence, where available)	
Fedwire requires CFO Approval	
Chargeback Fee (per occurrence)	\$25.000

Monthly Minimum (per location)

Monthly Minimum Start Date to be the Effective Date of the PDPA

Other Fee

3Delta - Level 3 Solutions

Setup Fee

Other Setup Fee

Monthly Fee

Per Transaction Fee

Other Fee

Waived

REPORTING**Merchant Connect Basic**

Setup Fee

Monthly Fee

Waived

Waived

Merchant Connect Premium

Setup Fee

Monthly Fee

1 User

2-5 Users

6-10 Users

11+ Users

Waived

Waived

Waived

Waived

Waived

OCM Setup Fee

Monthly Maintenance Fee

1-5 Users

6-10 Users

11+ Users

\$14.95

\$14.95

\$14.95

ACS Reporting

Setup Fee (per MID)

Monthly Fee

Customized Reporting

Setup Fee

Monthly Fee

PIN-Debit BIN Reporting

Setup Fee (per MID)

Monthly Fee

FOREIGN NETWORK**PROFESSIONAL SERVICES****EQUIPMENT/SOFTWARE****DCC & MCC****ACCOUNT IMPLEMENTATION & MAINTAINENCE FEES****ELECTRONIC GIFT CARDS****BILL PAYMENT PORTAL (BPP) & ENTERPRISE BILLING SOLUTIONS (EBS)****ACCULYNK (INTERNET PIN-BASED DEBIT CARDS SERVICES)****PAYMENT NAVIGATOR SERVICES****CONVERGE SERVICES****PETROLEUM SERVICES****ELECTRONIC CHECK SERVICE:SERVICE LEVEL AND PROCESSING FEES****PROCESSING SERVICES AVAILABLE TO COMPANIES OPERATING IN CERTAIN CATEGORIES****NON-PROCESSING SERVICE AVAILABLE TO COMPANIES GENERALLY****CONVENIENCE FEE AND GOVERNMENT/PUBLIC INSTIUION SERVICE FEES (GPISF)****PCI**

Channel: Direct

Start Date:

11/1/2016

MID Type:

Single-MID

MIDS:

6+

Billing Type:

Monthly

Monthly Fee:

IP

NON-IP

\$7.00

\$7.00

Annual Fee:

N/A

N/A

All Merchants must comply with the requirements of the Payment Card Industry Data Security Standards ("PCI DSS"). Elavon requires Level 4 Merchants (determined based on transaction volume) to validate PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval. An annual PCI Fee will be charged to Merchants with access to the services of the qualified third party assessor with whom Elavon has a preferred provider relationship. Any Merchant that has not validated PCI DSS compliance within ninety (90) days of account approval, or in subsequent years on or before the anniversary date of account approval, will be charged an additional monthly non-compliance fee of \$45.00 until Elavon is provided with validation of compliance. Merchant may be eligible for Data Breach Coverage following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview for coverage details and conditions. Unless stated otherwise in the Agreement, these rates are subject to change with a thirty (30) day notification.

Merchant Acknowledgement

Signature:

Printed Name:

Title:

Date:

Attachment 6 – Merchant Card Transactions with Pricing Sheet

On the following pages, we provide:

- Attachment 6 – Merchant Card Transactions with Pricing for City of Spokane
- Attachment 6 – Merchant Card Transactions with Pricing for City of Spokane (Parking)

City of Spokane

RFP 4249-16

Attachment 6-Merchant Card Transactions with Pricing Sheet – Web Payments

Merchant Name:		Spokane, WA City of										
		Jan 2015	Feb 2015	Mar 2015	Apr 2015	May 2015	Jun 2015	Jul 2015	Aug 2015	Sep 2015	Oct 2015	Nov 2015
Sales	Visa Sales \$	\$2,458,195	\$2,290,370	\$2,550,120	\$2,370,208	\$2,408,805	\$2,511,804	\$2,733,991	\$2,656,517	\$3,023,733	\$2,950,566	\$2,625,016
	Visa Credits \$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Visa Net \$	\$2,458,195	\$2,290,370	\$2,550,120	\$2,370,208	\$2,408,805	\$2,511,804	\$2,733,991	\$2,656,517	\$3,023,733	\$2,950,566	\$2,625,016
	Mastercard Sales \$	\$625,489	\$571,039	\$667,533	\$676,654	\$679,945	\$641,614	\$789,338	\$822,365	\$883,575	\$874,021	\$772,952
	Mastercard Credits \$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Mastercard Net \$	\$625,489	\$571,039	\$667,533	\$676,654	\$679,945	\$641,614	\$789,338	\$822,365	\$883,575	\$874,021	\$772,952
	All Cards Net \$	\$3,083,684	\$2,861,409	\$3,217,652	\$3,046,862	\$3,088,750	\$3,153,419	\$3,523,329	\$3,478,882	\$3,907,308	\$3,824,588	\$3,397,969
	Increased transaction volume Per month compared to January of 2015.		\$ (222,275)	\$ 133,968	\$ (36,822)	\$ 5,066	\$ 69,735	\$ 439,645	\$ 395,198	\$ 823,624	\$ 740,904	\$ 314,285
Transactions	Visa Sales #	16,287	15,552	17,751	16,023	16,323	16,110	17,056	16,008	17,320	16,828	15,591
	Visa Credits #	0	0	0	0	0	0	0	0	0	0	0
	Visa Total #	16,287	15,552	17,751	16,023	16,323	16,110	17,056	16,008	17,320	16,828	15,591
	Mastercard Sales #	3,025	2,748	3,542	3,452	3,580	3,508	3,844	3,583	3,850	3,862	3,594
	Mastercard Credits #	0	0	0	0	0	0	0	0	0	0	0
	Mastercard Total #	3,025	2,748	3,542	3,452	3,580	3,508	3,844	3,583	3,850	3,862	3,594
	All Cards Net #	19,312	18,300	21,293	19,475	19,903	19,618	20,900	19,591	21,170	20,690	19,185
	Increased transaction count Per month compared to January of 2015.		-1,012	1,981	163	591	306	1,588	279	1,858	1,378	-127

							Rolling 12 mo	Average	Transactions in	Price per	Annual Cost
Dec 2015	Jan 2016	Feb 2016	Mar 2016	Apr 2016	May 2016	Jun 2016	Total	Ticket	year	Transaction	
\$3,049,218	\$2,718,965	\$2,512,768	\$2,842,661	\$2,443,212	\$2,570,208	\$2,690,862	\$32,817,717	\$	160.96	203,893	\$ 13,253.05
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
\$3,049,218	\$2,718,965	\$2,512,768	\$2,842,661	\$2,443,212	\$2,570,208	\$2,690,862	\$32,817,717				
\$819,113	\$780,508	\$766,344	\$905,257	\$878,467	\$889,022	\$1,220,538	\$10,401,499	\$	192.67	53,986	\$ 3,509.09
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
\$819,113	\$780,508	\$766,344	\$905,257	\$878,467	\$889,022	\$1,220,538	\$10,401,499				
\$3,868,331	\$3,499,473	\$3,279,111	\$3,747,918	\$3,321,678	\$3,459,230	\$3,911,399	\$43,219,215	Total			\$ 16,762.14
\$ 784,647	\$ 415,789	\$ 195,427	\$ 664,234	\$ 237,994	\$ 375,546	\$ 827,715					
18,711	17,798	16,497	18,880	16,143	16,615	16,446	203,893				
0	0	0	0	0	0	0	-				
18,711	17,798	16,497	18,880	16,143	16,615	16,446	203,893				
4,295	4,136	4,098	5,332	4,976	5,265	7,151	53,986				
0	0	0	0	0	0	0	-				
4,295	4,136	4,098	5,332	4,976	5,265	7,151	53,986				
23,006	21,934	20,595	24,212	21,119	21,880	23,597	257,879				
3,694	2,622	1,283	4,900	1,807	2,568	4,285					

Additional Information

On the following pages, we provide U.S. Bank's recommended annotations to the City of Spokane's proposed contract language as requested by our Legal and Insurance departments.

- City of Spokane Contract Terms - U.S. Bank – Legal Review
- City of Spokane Contract Terms - U.S. Bank – Insurance Review

U.S. Bank – Legal Review

DAVID A. CONDON
MAYOR



CITY OF SPOKANE -
PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-
3316
(509) 625-6400

REQUEST FOR PROPOSALS

City of Spokane, Washington

RFP NUMBER: 4249-16

DESCRIPTION: Banking Depository Services

DUE DATE: AUGUST 22, 2016
No later than 1:00 p.m.

City of Spokane - Purchasing
4TH Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316

Purchasing

6. CONTRACT TERMS

6.1 BUSINESS REGISTRATION REQUIREMENT

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

Comment [SDP1]: U.S. Bancorp is registered in Washington state, but U.S. Bank National Association is not. U.S. Bank National Association is a national bank and is therefore exempt from state registration requirements.

6.4 NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, ~~and to require that all subcontractors comply with,~~ Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

U.S. Bank – Insurance Review

DAVID A. CONDON
MAYOR



CITY OF SPOKANE -
PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-
3316
(509) 625-6400

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**City of Spokane - Purchasing
4TH Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316**

Purchasing

6.6 INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Workers' Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$2,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for personal and advertising injury for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Firm's services to be provided under this contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. Professional Liability Insurance with a combined single limit of not less than \$10,000,000 aggregate each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three [3] years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the Workers' Compensation, General Liability, and Automobile Liability insurance coverage(s) without thirtysixty (360) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, the thirtysixty (360) day cancellation clause, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by A.M. Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

Exhibits

Reference

- Washington Public Deposit Protection Commission – Consolidated Report of Condition – 2Q 2016
- U.S. Bank Premier Funds Availability Schedule - Washington
- U.S. Bank Working Capital Engagement – Presentation Deck
- U.S. Bank Cash Letter Services User Guide

On-line Reporting Sample Reports

- SinglePoint Previous Day Reports
 - Previous Day Summary Report (filtered) - 2 pages
 - Previous Day Summary and Detail Report (full) - 9 pages
- SinglePoint Current Day Reports
 - ACH Summary and Detail – 1 page
 - Summary and Detail Report (full) – 7 pages
- SinglePoint DDA Checks Paid Report – 3 pages
- Elavon Sample Reports

Sample Statements

- U.S. Bank Sample Statements
 - Sample Account Analysis Statement Guide
 - Sample U.S. Bank Account Analysis Statement
 - Sample U.S. Bank Checking Account Statement
- Elavon Sample Statements
 - Sample Merchant Billing Statement
 - Sample Merchant Connect Statement Report Views
 - Elavon Chain 06012 Statement
 - Elavon Chain 06013 Statement

Attachments Folder

Additionally, we have provided the following financial information and agreement language in the separate **Attachments Folder** that has been submitted in conjunction with this proposal

- U.S. Bancorp Fact Sheet
- U.S. Bancorp 2015 Annual Financial Report
- U.S. Bank Services Terms and Conditions
- U.S. Bank Depository Services Agreement
- U.S. Bank Master Services Agreement
- Elavon Master Services Agreement and Addenda
- Elavon PCI Attestation of Compliance

Washington Public Deposit Protection Commission

Quarterly Commission Report

U.S. Bank National Association

Legal Name of Bank Depository

Date Submitted: August 04, 2015

425 Walnut Street, Cincinnati, OH 45202

Main Branch Location - Address, City, State

Report Ending: June 30, 2016

800 Nicollet Mall, BC-MN-H18U

Mailing Address / P.O. Box

Status: Final

Minneapolis, MN 55402-7020

*City / State / Zip***PUBLIC DEPOSITS**

Washington Public Deposits Insured

Standard FDIC Coverage

52,711,732

Reciprocal Washington Certificates of Deposits

0

Total Insured

52,711,732

Washington Public Deposits Uninsured

1,262,210,569

Total Washington Public Deposits

1,314,922,301

ADDITIONAL FINANCIAL INFORMATION

Four-Quarter Average

Report Date

Deposits Reported

Uninsured

06/30/2016

1,262,210,569

Uninsured

03/31/2016

1,322,898,984

Uninsured

12/31/2015

1,138,683,747

Uninsured

09/30/2015

1,210,742,144

Total Reported

4,934,535,444

Four-Quarter Average

1,233,633,861

MAXIMUM LIABILITY

Maximum Liability is the greater of 10% of WA Public Deposits (Uninsured) or 10% of Four-Quarter Average, or the greater of 25% of WA Public Deposits (Uninsured) or 25% of Four-Quarter Average.

Maximum Liability 10%

126,221,057

Maximum Liability 25%

315,552,643

Note: Amounts your institution can be assessed in the event any public depository fails as defined by RCW 39.58.010(6). These amounts will be used as one of the factors to determine collateral levels to be maintained and will not change until the next original quarterly report is received in our office.

BANK EQUITY CAPITAL

Perpetual Preferred Stock and Related Surplus

0

Common Stock

18,200,000

Surplus (exclude surplus related to preferred stock)

14,266,915,000

Retained Earnings

30,357,804,000

Accumulated Other Comprehensive Income

-308,441,000

Other Bank Equity Capital Components

0

Subtotal Bank Equity Capital

44,334,478,000

Plus Subordinated Notes and Debentures

3,800,000,000

Total Bank Equity Capital at Quarter End

48,134,478,000

Washington Proportional Bank Equity Capital

Deposits - Washington State

14,847,742,893

Deposits - All Locations

298,334,516,000

Washington Proportional Bank Equity Capital

2,395,593,924

MINIMUM FINANCIAL STANDARDS

Tier 1 Leverage Ratio	8.63%
Tier 1 Risk-Based Capital Ratio	10.33%
Total Risk-Based Capital Ratio	12.55%

NONPERFORMING ASSETS

90 Days and Accruing	3,346,028,000	
Nonaccrual	1,394,818,000	
Other Real Estate Owned	262,985,000	
Total Nonperforming Assets		5,003,831,000

Total Assets at Quarter End	433,462,707,000
-----------------------------	-----------------

FHLB Advances (remaining maturity one year or less)	4,544,555,000	
FHLB Advances (remaining maturity more than one year)	7,788,775,000	
Total FHLB Advances		12,333,330,000

Total Loans	271,207,496,000	
Total Deposits	298,344,516,000	
Total Loans to Total Deposits Ratio		90.90%

Securities Pledged to Others at Quarter End	10,399,611,577	
Securities Unpledged at Quarter End	98,959,209,943	
Collateral Grid Market Value	1,800,000,000	
Total Securities at Quarter End		111,158,821,520

DEPOSIT LIMITATION

Deposit Limitation is the lesser of 150% of WA Proportional Bank Equity Capital or 30% of Total Public Deposits of Washington State.

150% of WA Proportional Bank Equity Capital	3,593,390,886	
30% of Total Public Deposits of Washington State	1,725,572,585	
Deposit Limitation		1,725,572,585

COLLATERAL ADEQUACY

Maximum Liability 10%	126,221,057	
Washington Public Deposits Uninsured	1,262,210,569	

Collateral Grid Market Value	1,800,000,000	
Less Greater of Max. Liab. or 100% WA Pub. Dep. Uninsured	1,262,210,569	
Equals Collateral Grid Market Value Greater Than (Less Than) Required		537,789,431

Percentage of Collateral Grid Market Value to:

Maximum Liability	1426%
Washington Public Deposits Uninsured	143%

Note: If the "Collateral Grid Market Value Greater Than (Less Than) Requirement" is negative, additional collateral must be pledged immediately.
It is a depository's responsibility to monitor its public deposits on a daily basis.

Note: RCW 39.58.103 requires that a public depository notify the Commission in writing within forty-eight hours, or by close of business the next business day thereafter, of an event which causes its net worth to be reduced by an amount greater than ten percent of the net worth on the most recent report submitted pursuant to RCW 39.58.100.

SECURITIES PLEDGED to WASHINGTON PUBLIC DEPOSITS as of the Period Ending Date**Collateral Grid:**

CUSIP	Description	Interest	Maturity Date	Original Par Value	Current Face Value	Market Value	Pledged Date
FHLBLOC64	FHLB CIN - LOC #519720	0.000%	10/03/2016	1,800,000,000	1,800,000,000	1,800,000,000	04/01/2016
Total Collateral:				1,800,000,000.00		1,800,000,000.00	
					1,800,000,000.00		

ADDITIONAL SECURITIES PLEDGED to Washington Public Deposits after Period Ending Date:**Additional Grid:**

CUSIP	Description	Interest	Maturity Date	Original Par Value	* Current Face Value	Market Value	Pledged Date
Total Additional:							

* Please provide current face value only for securities with monthly paydowns of principal.



221 East Fourth Street
Suite 600
Cincinnati, OH 45202

T (513) 852-7500
F (513) 852-7655
www.fhlbcin.com

Issue Date: April 1, 2016

LOC No.: 519720

Beneficiary: State of Washington Public Deposit Protection Commission
Office of the State Treasurer
1110 Capital Way South, Capital Court Bldg., Room 260
Olympia, WA 98504-0000

Ladies and Gentlemen:

For the account of U S BANK NATIONAL ASSOCIATION, CINCINNATI, OH, we hereby authorize you to draw on us at sight up to an amount of \$1,800,000,000.00.

This letter of credit is irrevocable, unconditional and nontransferrable.

Drafts drawn under this letter of credit must be accompanied by the original letter of credit and be presented in substantially the form attached as Exhibit A, at the office identified below by an authorized officer of the beneficiary no later than 2:00 P.M., Cincinnati time, on Monday, October 03, 2016.

This letter of credit sets forth in full the terms of our obligations to you, and such undertaking shall not in any way be modified or amplified by any agreement in which this letter is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any agreement.

We engage with you that multiple drafts drawn under and in compliance with the terms of this letter of credit will be duly honored at the Credit Department of the Federal Home Loan Bank of Cincinnati, 221 East Fourth Street, Cincinnati, Ohio 45202.

This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication 600.

Sincerely,

Jeff Berryman
Vice President

Lisa Wishart
Credit Operations Officer

c: Robert Mensch
U S BANK NATIONAL ASSOCIATION

Premier Availability Schedule Washington



All of  serving you[®]

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Washington PREMIER AVAILABILITY SCHEDULE

Schedule Notes

1. City, Regional, and Country designations are consistent with those established by the Federal Reserve.
2. Every day, except Saturday, Sunday and federal holidays, is considered a business day.
3. Deposits are considered received if they are made on a business day before the Bank's ledger credit cutoff. Deposits made on other days or after the ledger credit deadline will be considered to be received on the next business day. Deposits made through a night depository will be credited the next business day.
4. All times on the schedule are local to the deposit location.
5. Deadlines assume delivery to a U.S. Bank Check Processing Center and apply to properly prepared and encoded items. Check Processing Center addresses are listed at the end of these schedule notes.
6. Deposits containing cash will not be accepted at the check processing centers.
7. Non-encoded and unbatched deposits may be delivered directly to the check processing centers if arrangements are made in advance of the first deposit. The deadline for these deposits is at least one hour prior to the stated deadline.
8. Items unable to be machine processed will be assigned one additional business day.
9. U.S. Bank Controlled Disbursement checks will be assigned one day float.
10. Canadian items will be assigned four business days of float.
11. Deposited items returned will be assigned one business day of float.
12. Return items automatically re-deposited will be assigned up to four additional days of float.
13. Availability may be deferred one day on select "Payable Through" and "Clearing House Funds" drafts.
14. Non-local endpoints may be subject to fractional float adjustments.
15. "Qualified" or "Raw" return items deposited at the check processing centers after the local Bank ledger cutoff are considered to be received the next business day. Non-local qualified return items deposited may be assigned additional days of float.
16. Any check item over \$99,999,999.99 may be handled as a collection item. Customer credit and availability will be deferred accordingly.
17. This schedule is subject to change without notice.

Check Processing Centers

State	Processing Center	Address
California	La Mirada Processing Center	16420 Valley View Avenue La Mirada, CA 90638
	Redwood City Processing Center	2225 Spring Street Redwood City, CA 94063
Colorado	Denver Processing Center	3550 Rockmont Drive Denver, CO 80202
Illinois	Midway Processing Center	5300 S. Cicero Avenue Chicago, IL 60638
Minnesota	St. Paul Processing Center	1200 Energy Park Drive St. Paul, MN 55108
Missouri	St. Louis Processing Center	1005 Convention Plaza St. Louis, MO 63101
Montana	Helena Processing Center	302 N. Last Chance Gulch Helena, MT 59601
Nebraska	Omaha Processing Center	1700 Farnam Street Omaha, NE 68102
Ohio	Lunken Processing Center	5065 Wooster Pike Cincinnati, OH 45226
Oregon	Columbia Processing Center	17650 NE Sandy Boulevard Portland, OR 97230-5000
Wisconsin	Milwaukee Processing Center	777 East Wisconsin Avenue Milwaukee, WI 53202



Washington PREMIER AVAILABILITY SCHEDULE

As of January 2014

Supplemental ABA listing available upon request

FRD- ABA Routing Number	Federal Reserve District	Item Type	Float	Time
0110, 2110	Boston	City	1	12:00 PM
0111, 2111	Windsor Locks	Regional	2	eod
0112, 2112	Boston	Regional	2	eod
0113, 2113	Boston	Regional	2	eod
0114, 2114	Boston	Regional	2	eod
0115, 2115	Boston	Regional	2	eod
0116, 2116	Windsor Locks	Regional	2	eod
0117, 2117	Windsor Locks	Regional	2	eod
0118, 2118	Windsor Locks	Regional	2	eod
0119, 2119	Windsor Locks	Regional	2	eod
Selects RTs	First Federal Reserve District	City/Regional	1	9:30 AM
0210, 2210	East Rutherford	City	1	12:00 PM
0211, 2211	Windsor Locks	Regional	2	eod
0212, 2212	East Rutherford	Regional	2	eod
0213, 2213	Utica	Regional	2	eod
0214, 2214	East Rutherford	Regional	2	eod
0215, 2215	East Rutherford	Country	2	eod
0216, 2216	East Rutherford	Country	2	eod
0219, 2219	East Rutherford	Regional	2	eod
0220, 2220	Utica	City	1	12:00 PM
0223, 2223	Utica	Regional	2	eod
0260, 2260	East Rutherford	City	1	12:00 PM
0280, 2280	East Rutherford	City	1	12:00 PM
Selects RTs	Second Federal Reserve District	City/Regional	1	9:30 AM
0310, 2310	Philadelphia	City	1	12:00 PM
0311, 2311	Philadelphia	Regional	2	eod
0312, 2312	Philadelphia	Regional	2	eod
0313, 2313	Philadelphia	Regional	2	eod
0319, 2319	Philadelphia	Regional	2	eod
0360, 2360	Philadelphia	City	1	12:00 PM
Selects RTs	Third Federal Reserve District	City/Regional	1	9:30 AM
0410, 2410	Cleveland	City	1	12:00 PM
0412, 2412	Cleveland	Regional	2	eod
0420, 2420	Cincinnati	City	1	12:00 PM
0421, 2421	Cincinnati	Regional	2	eod
0422, 2422	Cincinnati	Regional	2	eod
0423, 2423	Cincinnati	Regional	2	eod
0430, 2430	Pittsburgh	City	1	12:00 PM



Washington PREMIER AVAILABILITY SCHEDULE

As of January 2014

Supplemental ABA listing available upon request

FRD- ABA Routing Number	Federal Reserve District	Item Type	Float	Time
0432, 2432	Pittsburgh	Regional	2	eod
0433, 2433	Pittsburgh	Regional	2	eod
0434, 2434	Pittsburgh	Regional	2	eod
0440, 2440	Columbus	City	1	12:00 PM
0441, 2441	Columbus	Regional	2	eod
0442, 2442	Columbus	Regional	2	eod
Selects RTs	Fourth Federal Reserve District	City/Regional	1	9:30 AM
0510, 2510	Richmond	City	1	12:00 PM
0514, 2514	Richmond	Regional	2	eod
0515, 2515	Charleston	Regional	2	eod
0519, 2519	Charleston	City	1	12:00 PM
0520, 2520	Baltimore	City	1	12:00 PM
0521, 2521	Baltimore	Regional	2	eod
0522, 2522	Baltimore	Regional	2	eod
0530, 2530	Charlotte	City	1	12:00 PM
0531, 2531	Charlotte	Regional	2	eod
0532, 2532	Columbia	Regional	2	eod
0539, 2539	Columbia	City	1	12:00 PM
0540, 2540	Baltimore	Regional	2	eod
0550, 2550	Baltimore	Regional	2	eod
0560, 2560	Baltimore	Regional	2	eod
0570, 2570	Baltimore	Regional	2	eod
Selects RTs	Fifth Federal Reserve District	City/Regional	1	9:30 AM
0610, 2610	Atlanta	City	1	12:00 PM
0611, 2611	Atlanta	Regional	2	eod
0612, 2612	Atlanta	Regional	2	eod
0613, 2613	Atlanta	Regional	2	eod
0620, 2620	Birmingham	City	1	12:00 PM
0621, 2621	Birmingham	Regional	2	eod
0622, 2622	Birmingham	Regional	2	eod
0630, 2630	Jacksonville	City	1	12:00 PM
0631, 2631	Jacksonville	Regional	2	eod
0632, 2632	Jacksonville	Regional	2	eod
0640, 2640	Nashville	City	1	12:00 PM
0641, 2641	Nashville	Regional	2	eod
0642, 2642	Nashville	Regional	2	eod
0650, 2650	New Orleans	City	1	12:00 PM
0651, 2651	New Orleans	Regional	2	eod



Washington PREMIER AVAILABILITY SCHEDULE

As of January 2014

Supplemental ABA listing available upon request

FRD- ABA Routing Number	Federal Reserve District	Item Type	Float	Time
0652, 2652	New Orleans	Regional	2	eod
0653, 2653	New Orleans	Regional	2	eod
0654, 2654	New Orleans	Regional	2	eod
0655, 2655	New Orleans	Regional	2	eod
0660, 2660	Miami	City	1	12:00 PM
0670, 2670	Miami	Regional	2	eod
Selects RTs	Sixth Federal Reserve District	City/Regional	1	9:30 AM
0710, 2710	Chicago	City	1	1:15 PM
0711, 2711	Peoria	Regional	2	eod
0712, 2712	Chicago	Regional	2	eod
0719, 2719	Chicago	Regional	2	eod
0720, 2720	Detroit	City	1	12:00 PM
0724, 2724	Detroit	Regional	2	eod
0730, 2730	Des Moines	City	1	12:00 PM
0739, 2739	Des Moines	Regional	2	eod
0740, 2740	Indianapolis	City	1	12:00 PM
0749, 2749	Indianapolis	Regional	2	eod
0750, 2750	Milwaukee	City	1	12:00 PM
0759, 2759	Milwaukee	Regional	2	eod
Selects RTs	Seventh Federal Reserve District	City/Regional	1	9:30 AM
0810, 2810	St Louis	City	1	12:00 PM
0812, 2812	St Louis	Regional	2	eod
0813, 2813	Louisville	Regional	2	eod
0815, 2815	St Louis	Regional	2	eod
0819, 2819	St Louis	Regional	2	eod
0820, 2820	Little Rock	City	1	12:00 PM
0829, 2829	Little Rock	Regional	2	eod
0830, 2830	Louisville	City	1	12:00 PM
0839, 2839	Louisville	Regional	2	eod
0840, 2840	Memphis	City	1	12:00 PM
0841, 2841	Memphis	Regional	2	eod
0842, 2842	Memphis	Regional	2	eod
0843, 2843	Memphis	Regional	2	eod
0863, 2863	Louisville	Regional	2	eod
0865, 2865	St Louis	Regional	2	eod
Selects RTs	Eighth Federal Reserve District	City/Regional	1	9:30 AM
0910, 2910	Minneapolis	City	1	12:00 PM
0911, 2911	Minneapolis	Country	2	eod



Washington PREMIER AVAILABILITY SCHEDULE

As of January 2014

Supplemental ABA listing available upon request

FRD- ABA Routing Number	Federal Reserve District	Item Type	Float	Time
0912, 2912	Minneapolis	Country	2	eod
0913, 2913	Minneapolis	Country	2	eod
0914, 2914	Minneapolis	Country	2	eod
0915, 2915	Minneapolis	Country	2	eod
0918, 2918	Minneapolis	Regional	2	eod
0919, 2919	Minneapolis	Regional	2	eod
0920, 2920	Helena	City	1	12:00 PM
0921, 2921	Helena	Regional	2	eod
0929, 2929	Helena	Regional	2	eod
0960, 2960	Minneapolis	City	1	12:00 PM
Selects RTs	Ninth Federal Reserve District	Regional	1	9:30 AM
1010, 3010	Kansas City	City	1	12:00 PM
1011, 3011	Kansas City	Country	2	eod
1012, 3012	Kansas City	Country	2	eod
1019, 3019	Kansas City	Country	2	eod
1020, 3020	Denver	City	1	1:15 PM
1021, 3021	Denver	Country	2	eod
1022, 3022	Denver	Country	2	eod
1023, 3023	Denver	Country	2	eod
1030, 3030	Oklahoma City	City	1	12:00 PM
1031, 3031	Oklahoma City	Country	2	eod
1039, 3039	Oklahoma City	Regional	2	eod
1040, 3040	Omaha	City	1	1:15 PM
1041, 3041	Omaha	Country	2	eod
1049, 3049	Omaha	Regional	2	eod
1070, 3070	Denver	Regional	2	eod
Selects RTs	Tenth Federal Reserve District	City/Country	1	9:30 AM
1110, 3110	Dallas	City	1	1:15 PM
1111, 3111	Dallas	Regional	2	eod
1113, 3113	Dallas	Country	2	eod
1119, 3119	Dallas	Regional	2	eod
1120, 3120	El Paso	City	1	1:15 PM
1122, 3122	El Paso	Regional	2	eod
1123, 3123	El Paso	Regional	2	eod
1130, 3130	Houston	City	1	1:15 PM
1131, 3131	Houston	Regional	2	eod
1140, 3140	San Antonio	City	1	1:15 PM
1149, 3149	San Antonio	Regional	2	eod



Washington PREMIER AVAILABILITY SCHEDULE

As of January 2014

Supplemental ABA listing available upon request

FRD- ABA Routing Number	Federal Reserve District	Item Type	Float	Time
1163, 3163	El Paso	Regional	2	eod
Selects RTs	Eleventh Federal Reserve District	City/Regional	1	9:30 AM
1210, 3210	San Francisco	City	1	eod
1211, 3211	San Francisco	Regional	1	8:00 PM
1212, 3212	San Francisco	Regional	1	8:00 PM
1213, 3213	San Francisco	Regional	1	8:00 PM
1214, 3214	San Francisco	Country	2	eod
1220, 3220	Los Angeles	City	1	eod
1221, 3221	Los Angeles	Regional	1	8:00 PM
1222, 3222	Los Angeles	Regional	1	8:00 PM
1223, 3223	Los Angeles	City	1	10:00 PM
1224, 3224	Los Angeles	Regional	1	8:00 PM
1230, 3230	Portland	City	0	3:00 AM
1231, 3231	Portland	Regional	1	eod
1232, 3232	Portland	Regional	1	eod
1233, 3233	Portland	Regional	1	eod
1240, 3240	Salt Lake City	City	1	eod
1241, 3241	Salt Lake City	Regional	1	8:00 PM
1242, 3242	Salt Lake City	Regional	1	8:00 PM
1243, 3243	Salt Lake City	Regional	1	8:00 PM
1250, 3250	Seattle	City	0	3:00 AM
1251, 3251	Seattle	Regional	1	eod
1252, 3252	Seattle	Regional	1	eod
Selects RTs	Twelfth Federal Reserve District	City/Regional	0	2:00 AM
Selects RTs	Northwest	Select RTs	0	9:30 AM
0000-0051	Treasury Checks	US Gov't	1	eod
0000-0119	Postal Money Orders	PMO's	1	eod
0000-0800	Postal Money Orders	PMO's	1	eod
0000-9000	U. S. Savings Bonds	US Gov't	1	eod
8000-0001	Bank of America	Traveler's Checks	1	eod
8000-0002	First National, Chicago	Traveler's Checks	1	12:00 PM
8000-0005	American Express	Traveler's Checks	1	12:00 PM
8000-0006	Thomas Cook, NY	Traveler's Checks	1	12:00 PM
8000-0008	Citibank, NY	Traveler's Checks	1	12:00 PM
8000-0010	Interpayment Svcs. (Barclays, NY)	Traveler's Checks	1	12:00 PM
8000-0011	MasterCard International, NY (Chase)	Traveler's Checks	1	12:00 PM
8000-0013	Arab Banking Corp, NY	Traveler's Checks	1	12:00 PM
0412-0258	US Bank - Cleveland	On-Us	0	eod



Washington PREMIER AVAILABILITY SCHEDULE

As of January 2014

Supplemental ABA listing available upon request

FRD- ABA Routing Number	Federal Reserve District	Item Type	Float	Time
0420-0001	US Bank - Cincinnati	On-U.S.	0	eod
0421-0017	US Bank - N. Kentucky	On-U.S.	0	eod
0640-0005	US Bank - Nashville	On-U.S.	0	eod
0641-0157	US Bank - Nashville	On-U.S.	0	eod
0710-0052	US Bank - Illinois	On-U.S.	0	eod
0710-0104	US Bank - Illinois	On-U.S.	0	eod
0710-0116	US Bank - Illinois	On-U.S.	0	eod
0710-0420	US Bank - Illinois	On-U.S.	0	eod
0710-0424	US Bank - Illinois	On-U.S.	0	eod
0710-0433	US Bank - Illinois	On-U.S.	0	eod
0710-0438	US Bank - Illinois	On-U.S.	0	eod
0719-0477	US Bank - Illinois	On-U.S.	0	eod
0719-2055	US Bank - Illinois	On-U.S.	0	eod
0719-2611	US Bank - Illinois	On-U.S.	0	eod
0730-0054	US Bank - Iowa	On-U.S.	0	eod
0749-0078	US Bank - Indiana	On-U.S.	0	eod
0750-0002	US Bank - Wisconsin	On-U.S.	0	eod
0750-0010	US Bank - Wisconsin	On-U.S.	0	eod
0759-0046	US Bank - Wisconsin	On-U.S.	0	eod
0810-0021	US Bank - Missouri	On-U.S.	0	eod
0812-0275	US Bank - Illinois	On-U.S.	0	eod
0812-2570	US Bank - Illinois	On-U.S.	0	eod
0820-0054	US Bank - Arkansas	On-U.S.	0	eod
0839-0036	US Bank - W Kentucky	On-U.S.	0	eod
0839-0073	US Bank - W Kentucky	On-U.S.	0	eod
0910-0002	US Bank - Minnesota	On-U.S.	0	eod
0910-1522	US Bank - Minnesota	On-U.S.	0	eod
0913-0002	US Bank - North Dakota	On-U.S.	0	eod
0914-0850	US Bank - South Dakota	On-U.S.	0	eod
0929-0038	US Bank - Montana	On-U.S.	0	eod
0929-0298	US Bank - Montana	On-U.S.	0	eod
1010-0018	US Bank - Kansas	On-U.S.	0	eod
1012-0045	US Bank - Missouri	On-U.S.	0	eod
1020-0002	US Bank - Colorado	On-U.S.	0	eod
1021-0311	US Bank - Colorado	On-U.S.	0	eod
1040-0002	US Bank - Nebraska	On-U.S.	0	eod
1070-0145	US Bank - New Mexico	On-U.S.	0	eod
1070-0231	US Bank - New Mexico	On-U.S.	0	eod



Washington PREMIER AVAILABILITY SCHEDULE

As of January 2014

Supplemental ABA listing available upon request

FRD- ABA Routing Number	Federal Reserve District	Item Type	Float	Time
1211-2267	US Bank - Northern California	On-Us	0	eod
1212-0165	US Bank - Nevada	On-Us	0	eod
1212-0169	US Bank - Nevada	On-Us	0	eod
1220-3844	US Bank - Southern California	On-Us	0	eod
1221-0515	US Bank - Arizona	On-Us	0	eod
1221-8716	US Bank - Southern California	On-Us	0	eod
1222-3582	US Bank - Southern California	On-Us	0	eod
1222-3868	US Bank - Southern California	On-Us	0	eod
1224-0178	US Bank - Arizona	On-Us	0	eod
1230-0022	US Bank - Oregon	On-Us	0	eod
1230-0084	US Bank - National	On-Us	0	eod
1231-0372	US Bank - Idaho	On-Us	0	eod
1241-0376	US Bank - Idaho	On-Us	0	eod
1243-0215	US Bank - Utah	On-Us	0	eod
1250-0010	US Bank - Washington	On-Us	0	eod
2710-7056	US Bank - Illinois	On-Us	0	eod
2710-7134	US Bank - Illinois	On-Us	0	eod
2719-7147	US Bank - Illinois	On-Us	0	eod
2719-7153	US Bank - Illinois	On-Us	0	eod
2719-7271	US Bank - Illinois	On-Us	0	eod
2719-7378	US Bank - Illinois	On-Us	0	eod
2739-7051	US Bank - Iowa	On-Us	0	eod
2929-7076	US Bank - Montana	On-Us	0	eod
3070-7011	US Bank - Wyoming	On-Us	0	eod
3122-7037	US Bank - New Mexico	On-Us	0	eod
3210-7022	US Bank - Northern California	On-Us	0	eod
3211-8066	US Bank - Northern California	On-Us	0	eod
3222-7035	US Bank - Southern California	On-Us	0	eod
3222-7036	US Bank - Southern California	On-Us	0	eod
3222-7046	US Bank - Southern California	On-Us	0	eod
3222-7049	US Bank - Southern California	On-Us	0	eod
3222-8489	US Bank - Southern California	On-Us	0	eod
3222-8584	US Bank - Southern California	On-Us	0	eod



Cynthia MacGeagh, Treasury Management Consultant

Gail Heinselman, Relationship Manager

Jon Madsen, Working Capital Consultant

Gordon Brooks, Technical Sales Consultant

Leslie Massey, CPS Sales Manager

Cheryl Mielnicki, CPS Relationship Manager

May 12, 2016

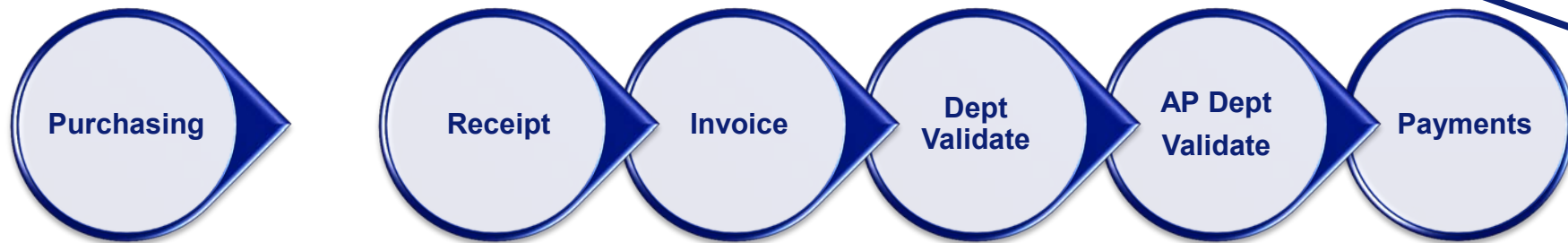
Agenda

- I. Introduction
- II. Payables Map Summary
- III. Payables Recommendations
- IV. Receivables Map Summary
- V. Receivables Recommendations
- VI. Product Specific Conversations
 - a. VantagePoint
 - b. Wholesale Scannable Lockbox
 - c. E-Payables
- VII. Next Steps



Payables

Payables Process



- General:
- ✓ Decentralized (Each Dept) and then processed Centrally
 - ✓ PO, Non PO, or Contract
 - ✓ Process Differs:
 - Travel
 - Goods
 - Contract
 - ✓ Gen'l Items
 - Multi-Dept?
 - 3 Quotes >\$5K
 - Online Approval Matrix (\$, not contracts)

- Multi-Dept: Value Blanket (VB)
 - Purchasing
 - Ceiling Spend
 - RFP - City Council Approved
- Dept Req varies:
 - Email or Verbal approval
 - Dept Order (DO) entered in ERP (PO)
 - E-Approved (defined System approvers)
 - >\$5K printed and given to Buyer to send to Vendor (<\$5K Verbal DO)
 - Depts use same process to pull from VB

- ✓ Decentralized
- ✓ Varies by Dept
 - Clerks on-site?
- ✓ VB – get the product & bring back “ticket” signed by driver – receipt of product

- ✓ MOST Invoices Rec'd Decentral
- ✓ Mail or email (print)
- ✓ VB – addressed to Dept; Master & Sub Accts.
 - Vendor draws down with “ticket.”
 - Invoice includes each ticket and matched to tickets received via drivers in field

- ✓ Manual. Send invoice to Dept via email.. OK to pay? Scan to FMS AND hand paper to AP
- ✓ Do not short pay – will ask for new invoice
- ✓ 3-Way Match invoice/Receipt with VB/DO (inconsistent)
- ✓ Get RR (Release the DO)
- ✓ Enter invoice info to ERP
- ✓ No add'l Approvals

- ✓ Receive Paper (Rachel) and key into AP module
 - Invoice # and date and pull into batch (RR)
 - Match Total, Tax, Freight
 - Verify figures and hand to Supervisor (Leonard) for Review to actual invoice
 - Multi-Batches
 - To Chief-Acct for review per RCW Audit requirement.
 - 3000 Invoices/mo

- ✓ Back to Leonard
- ✓ Create Batches every day
 - “Always done it that way.”
 - Pymts due or needed
 - Workman's Comp on Wed & Thurs
 - Friday Payday
 - Less than daily is huge burden due to manual and time (20minutes to 2 hours)
- ✓ Approved by Council (weekly after the fact)

Payables Summary



Check

- 1250 per month
- Blank check stock with auto-signature
- Daily check run
- Approximately 200 Payroll checks (10%) – many seasonal and temporary
- Copy check and supporting documentation filed
- Payee Positive Pay
- Cost = \$9.86/check (study conducted)



ACH/EFT

- 1250 per month
- Daily batch
- 90% Direct Deposit Payroll
- Invoices matched to ACH register & file
- Email goes out with remit detail. No ACH appendix



Card

- Pcard** (US Bank)
 - \$5 million current spend
- T & E Card** (BofA)
 - \$600,000 annual spend
 - 100% receipt required



Wire

- 1/month for Excise Tax
- As needed

Payment Summary



Terms

- 65% paid in 30 days
- Net 30
- Lack of Control (Decentralized – only control back end)
- Rachel to Leonard, Chief Acct to Payment (24 hours). Use to have 5 biz days – improved.
- Contract – paying in scope of Contract
- Cash discount offered for some – unable to meet with current process
- Rachel manually reviews for possible discounts upon receipt of paperwork
- Pay right away, no holds - FMS could accommodate – creates issues with batches for daily recons



Goals

- More ACH (much less expensive)
- Electronic Invoices (Contracts w/std pymt)
- Central Intake of Invoices
- Reduce Numerous Process Redundancies
- Scan & Toss (query ability)
- Less keying into FMS – redundancy of data entry
- Outsource Check Printing
- Consistently meet terms
- Capture Discounts
- Eliminate Credit Card Double Pay

Payables Recommendations

Best Practices

50% ACH Usage

Minimal Wires

Opportunities

Create more automation and process efficiency

- Standardize payment process for entire AP rather than by Department.
- Outsource check printing: layer in Payee Positive Pay, Auto Signature and Account Reconciliation
- Explore electronic payroll options to eliminate physical paychecks.

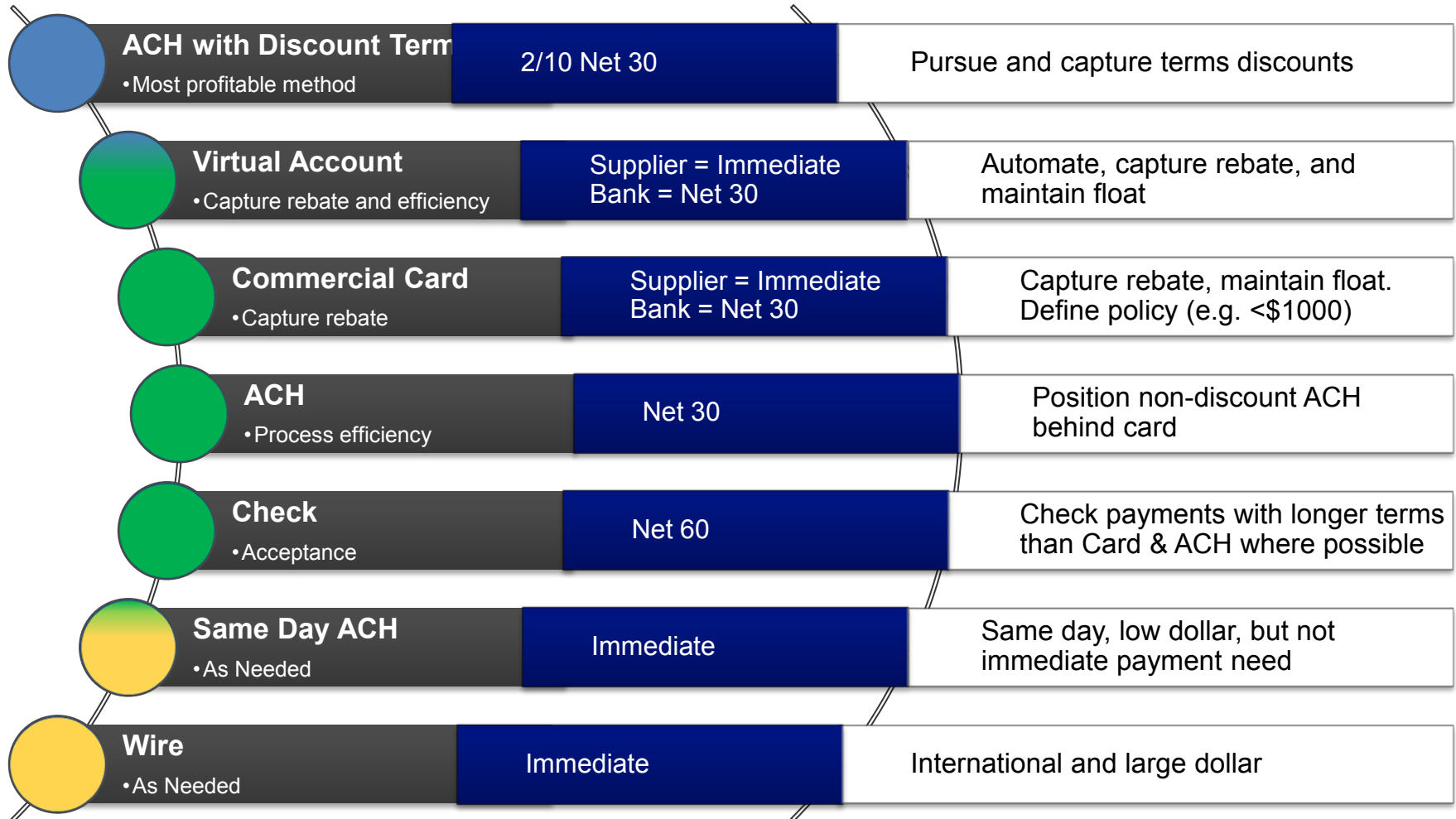
Develop vendor payment strategy

- Present a 'payment menu' to vendors when negotiating or renegotiating payment terms
- Offer one payment type per vendor to eliminate double payments
- Consider cutting checks three times a week versus daily
- Seek contractual discounts as appropriate

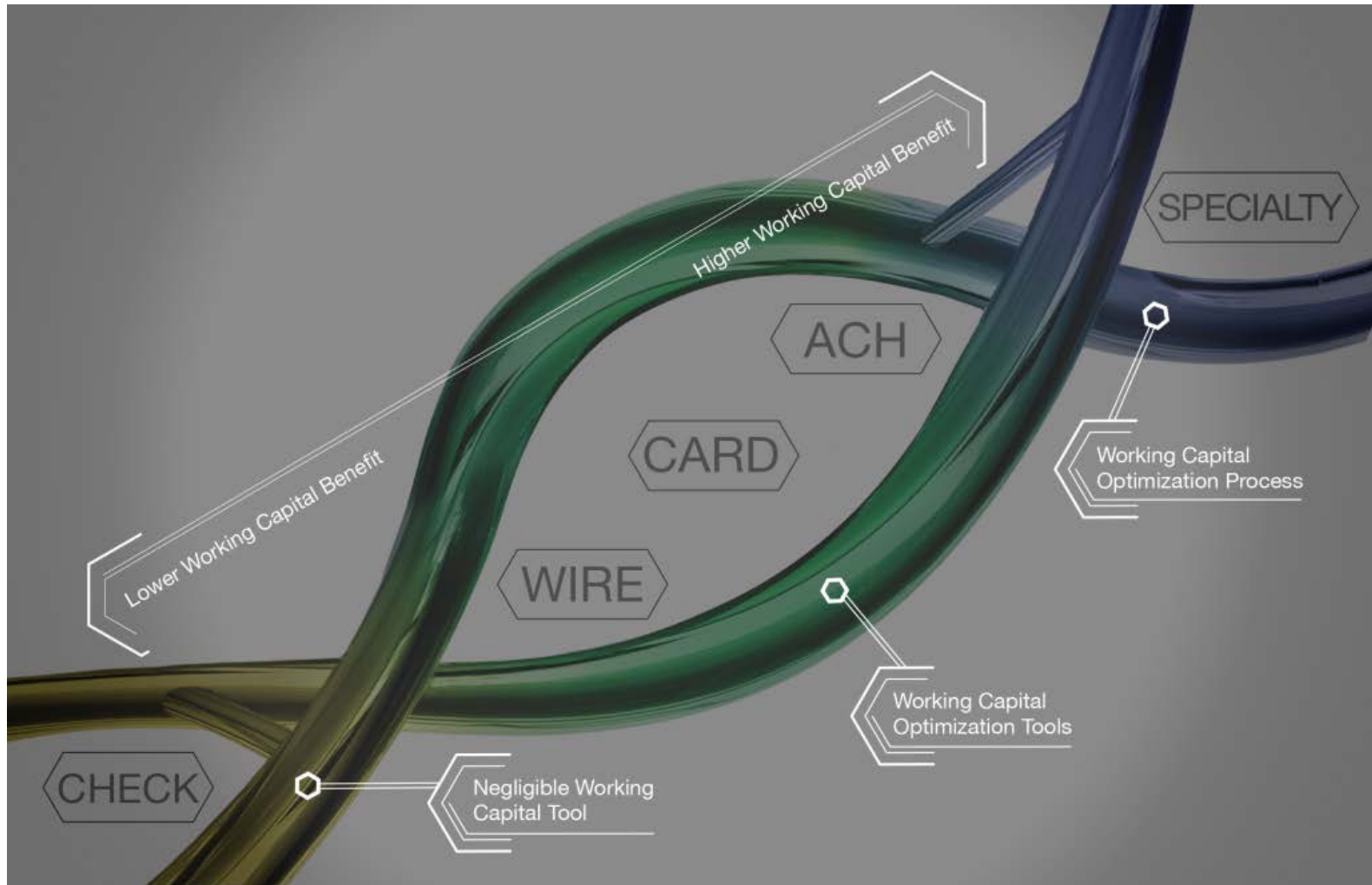
Optimize Commercial Card Program

- Review policies, spend, program usage, online system
- Maximize rebate potential
- Roll out a supplier enrollment campaign to convert suppliers to a virtual card/straight through processing program

Payments Strategy

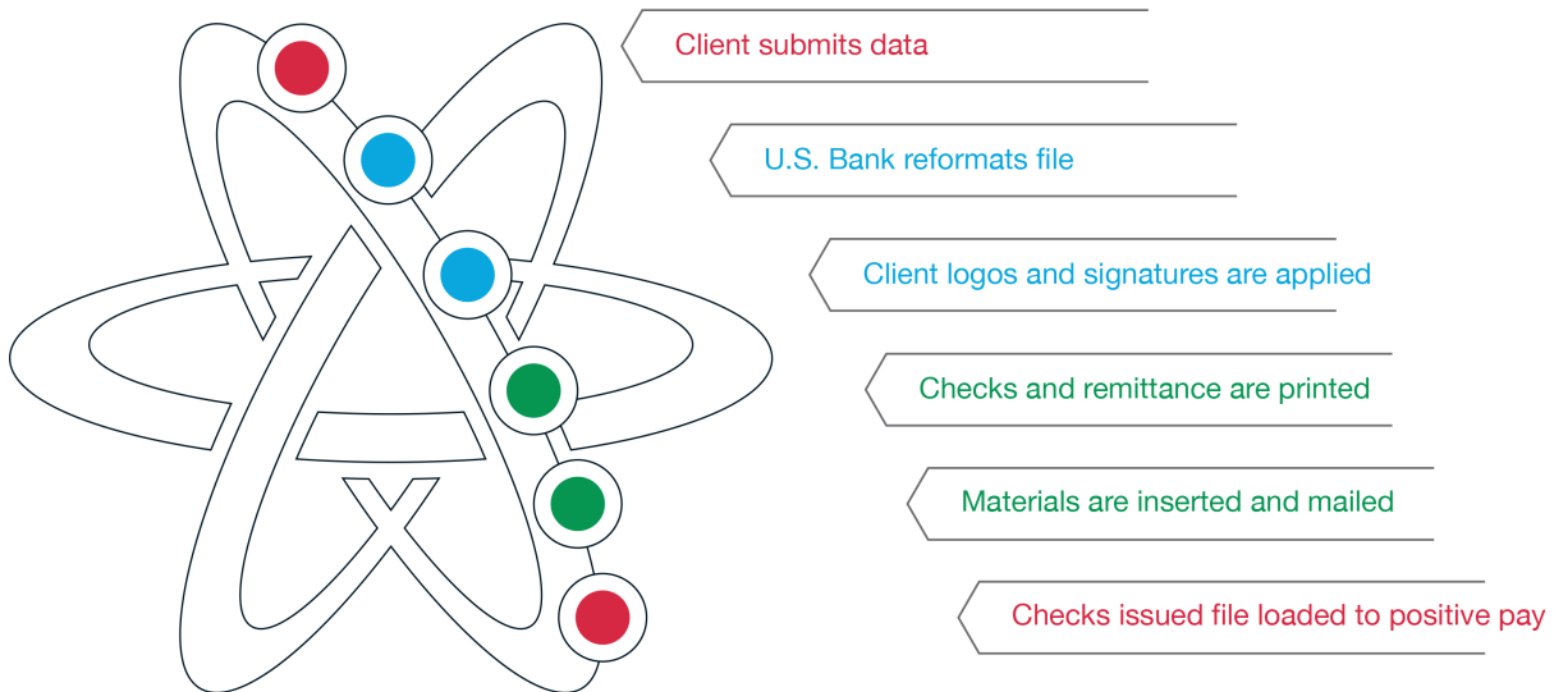


Working Capital Efficiency



Check Payables

An outsourced solution for moderate to large check volumes



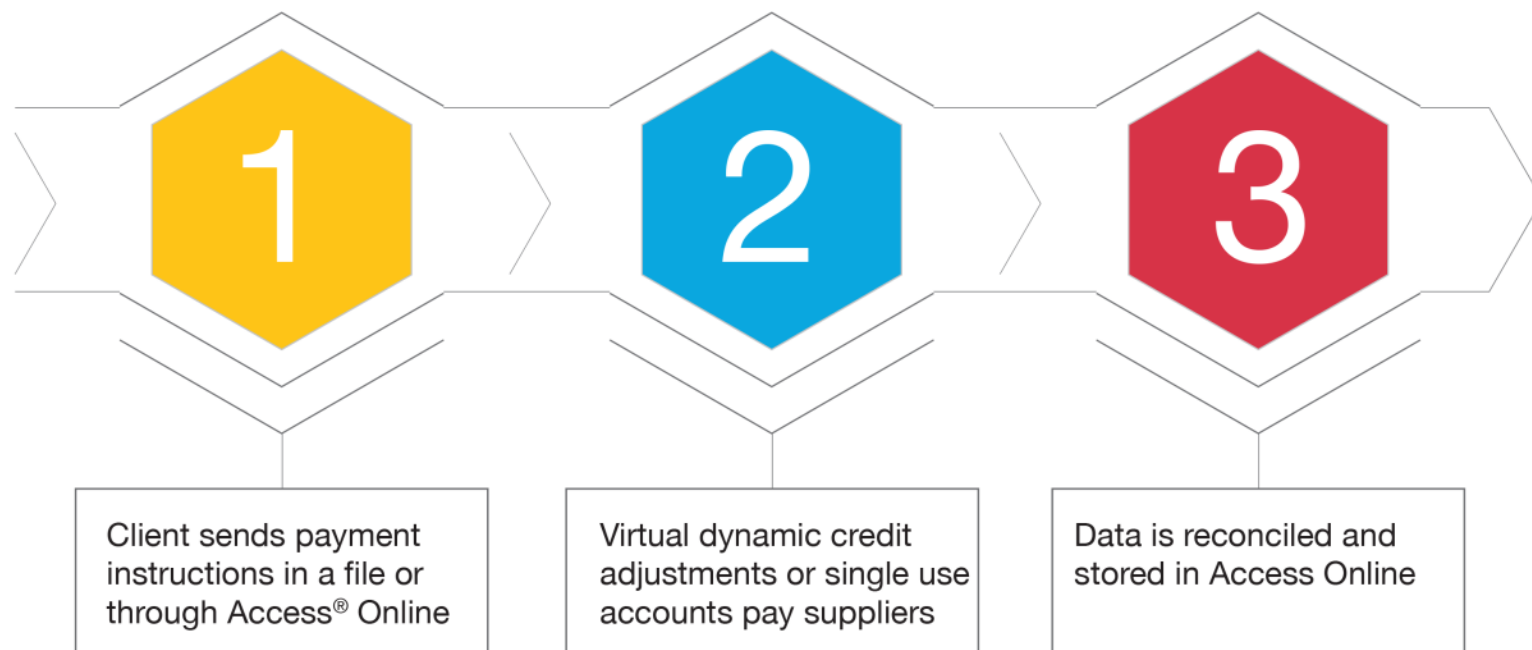
One Card

Combine purchasing and travel into One Card

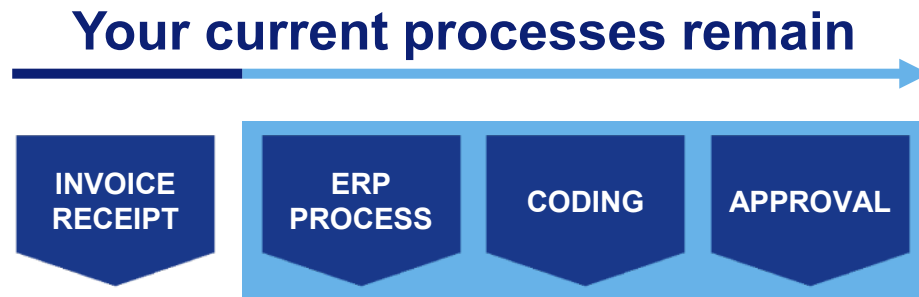


Payment Plus

Extend the power of your card program



Access[®] Online Payment Plus



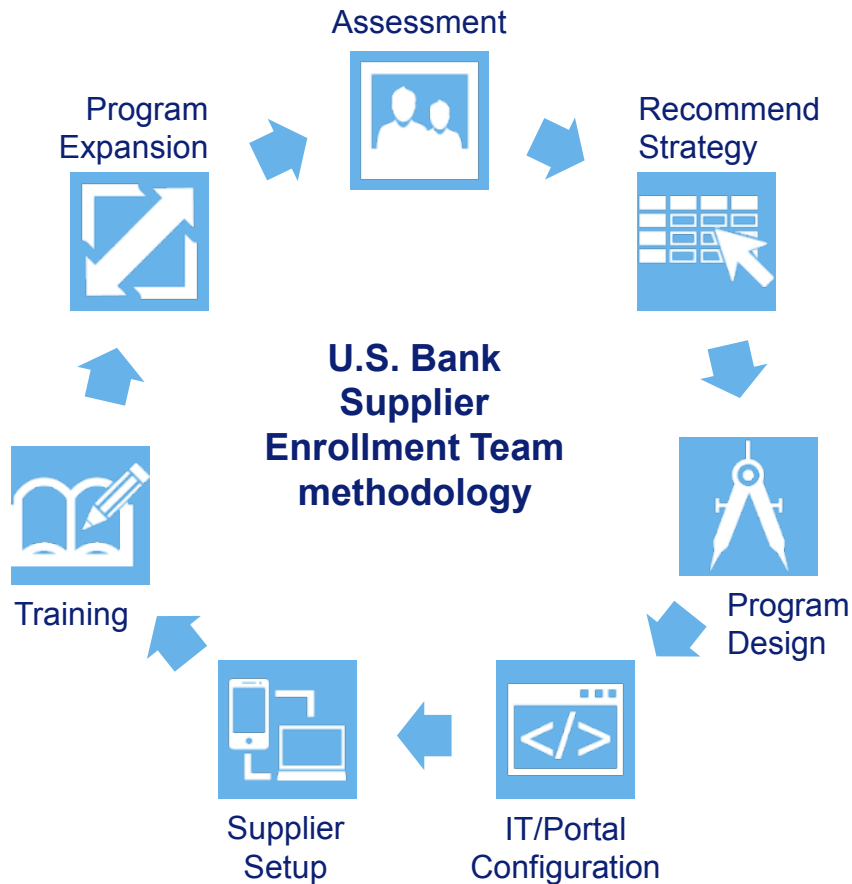
Only the **payment method** changes

Payment Plus Benefits

<u>Buyer</u>	<u>Supplier</u>
Lowers acquisition costs on qualifying spend, due to rebate	Improves cash management by reducing Days Sales Outstanding
Saves time by automating reconciliation process	Eliminates customer credit review
Eliminates check processing costs & fraud risks	Improves cash application process
Increases cash float 15-25 days	Strengthens customer relationships

Supplier Enrollment

U.S. Bank owns and manages the process from beginning to end



Preparation

- Data Collection
- Communication Campaign

Execute

- Supplier Outreach
- Activate Suppliers

Reporting

- Track Progress of Vendors Enrolled
- Track Dollars of Spend Enabled

Supplier Enablement Reporting

Supplier Enablement Summary:

	Total Contracted Suppliers	Enrolled Suppliers	% of Targeted Suppliers
Contracted Pool of Suppliers	284	157	55%

Enablement Status	# Suppliers	% Suppliers	Transaction Count	% Trans Count	\$ Spend	% \$ Spend
Total Targeted Pool	284	100%	-		\$ 130,499,060	
Enabled Suppliers	129	45%	-	-	\$ 36,523,089	28%
Enabled Suppliers - Manual Pymts	28	10%	-	-	\$ 15,792,075	12%
Does Not Qualify / Not Card Accepting	0	0%	-	-	\$ -	0%
Removed / On Hold	1	0%	-	-	\$ 85,770	0%
Recruiting	12	4%	-	-	\$ 4,081,005	3%
Verbal Commitment	0	0%	-	-	\$ -	0%
Drop-Out	0	0%	-	-	\$ -	0%
Buyer Action	114	40%	-	-	\$ 74,017,122	57%

Buyer Action Summary:

Need More Information	15	13%
Declined to Participate	84	74%
No Business with Buyer	0	0%
Question for Buyer	1	1%
Unresponsive	14	12%
Suppliers on Buyer Action	114	

Additional Rebate Opportunity

- 145 Targeted Suppliers
- 10 Million in additional volume = \$160,000 in additional revenue for the City on an annual basis

	Volume	Conservative		Aggressive	
		% Capture	Volume	% Capture	Volume
Payment Plus Acceptors	\$ 7,431,645	60%	\$ 4,458,987	80%	\$ 5,945,316
Good Opportunity	\$ 3,997,590	10%	\$ 399,759	20%	\$ 799,518
Remaining VISA Acceptors	\$ 96,123,897	5%	\$ 4,806,195	10%	\$ 9,612,390
		\$ 9,664,941		\$ 16,357,224	

* If the client is willing to process these payments

Overall VISA Accepting Spend
(Suppliers < \$5 MM) \$ 107,553,131 X 10% = \$ 10,755,313

Transition to U.S. Bank Solutions

This five step process will be used for a seamless transition to U.S. Bank to ensure that implementation goes smoothly and meets your expectations.

Step 1



Discuss Implementation Strategy

- A strategy will be co-designed to meet your needs with a mutually agreeable production timeline.

Step 2



U.S. Bank Implementation Team Assigned

- A Project Lead will be assigned as the main point of contact during the entire onboarding process.

Step 3



Kick-off Meeting

- A meeting will be coordinated with U.S. Bank and your key stakeholders where introductions and future meeting schedules, agendas and timelines will be established.

Step 4



Implementation Begins

- Subject matter experts will be engaged to work with your implementation team throughout the transition.

Step 5



Discovery and Review Meetings

- Meeting will be facilitated throughout the process to ensure strategic targets are met and issues are discussed in real time.

Implementation Timeline Recommendation

Implementation may vary based on your available resources.

Timelines and sequencing will be established during the Implementation Strategy Meeting.

Estimates illustrate typical implementation timeframes.



SinglePoint Check Payables

- Check Printing – 7-10 business days
- Payee Positive Pay - 30 business days



Payment Plus

- 60-90 business days



Supplier Prefer Pay

- 60-90 business days



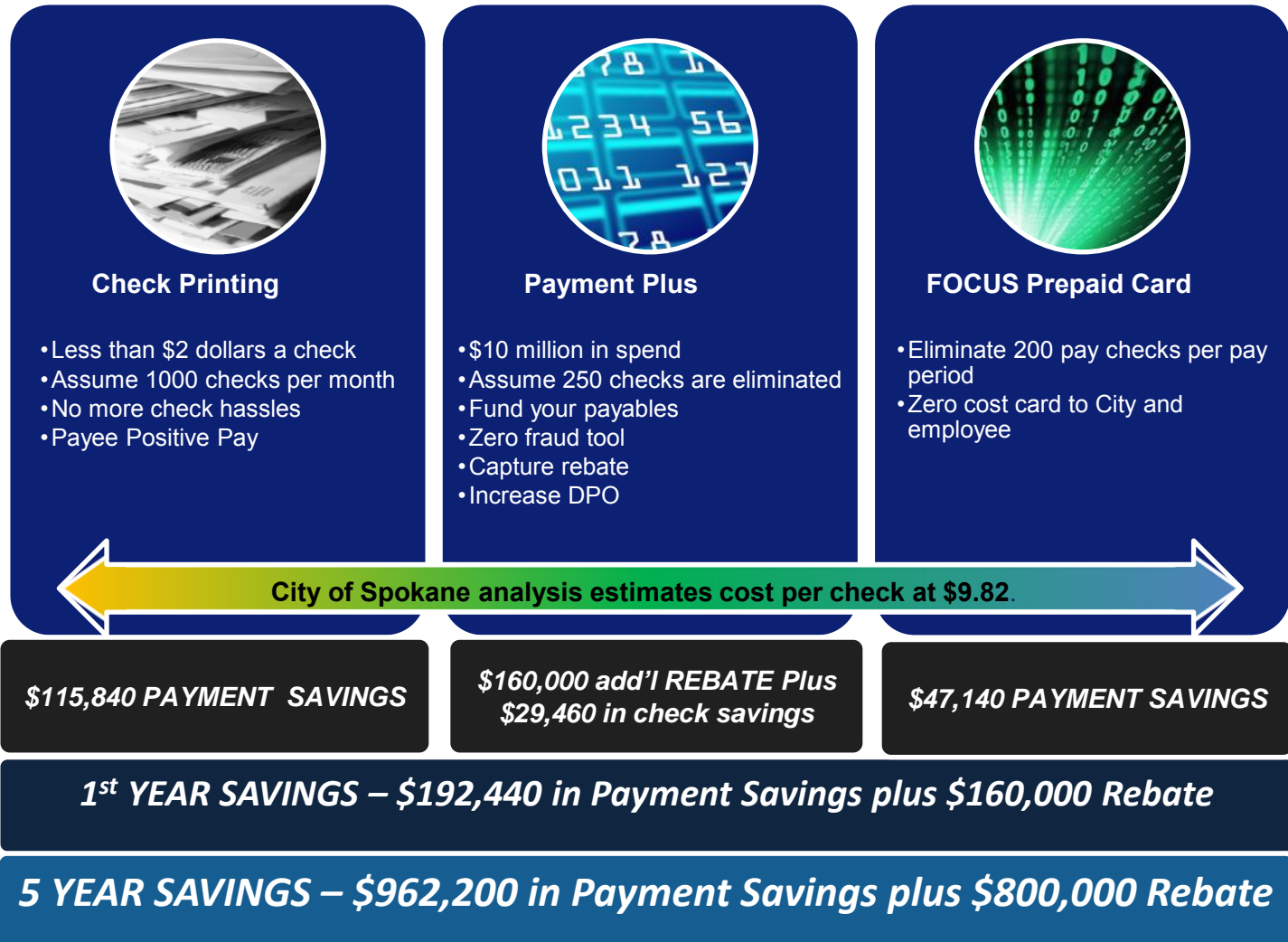
Focus Prepaid Payroll Card

- 3-8 weeks

Working Capital Advantage Strategy: Payments

Combined together, the elements of your A/P processes can be viewed as a working capital optimized model.

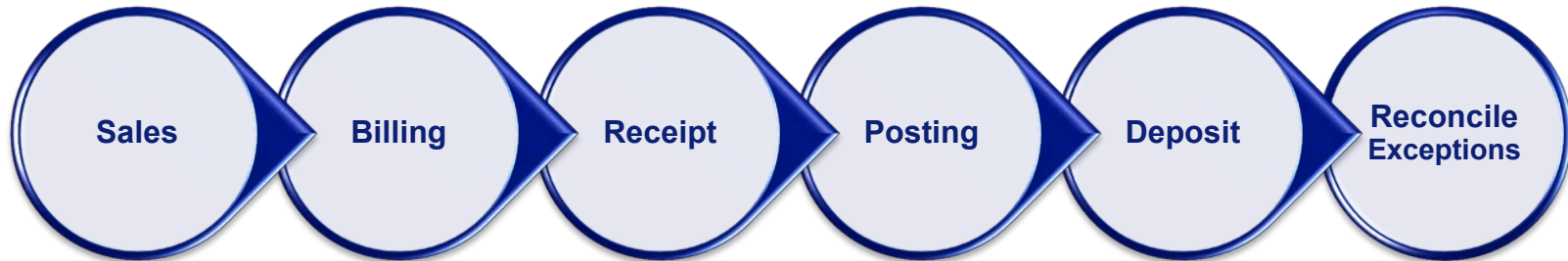
This analysis shows our estimates on how significant hard and soft dollar savings will be realized.





Receivables

Receivables Process



- √ Varies by Department
- √ My Spokane
 - Utilities
 - Water
 - Permits
 - Parks & Recreation
 - Parking Tickets

- √ Varies by Department
 - Paper
 - Opt: Ebill
 - Scan & email
- √ Due 25th day
- √ Age 31st day
 - 2nd Notice following Tuesday

- √ Varies by Department
- √ Receiving Options
 - Online
 - Phone
 - Auto W/D
 - Drop Boxes
 - Pay Stations
 - Mail

- √ Payment Options
 - Check
 - ACH/EFT
 - Cash
 - CC
 - Money Orders

- √ File Review
- √ Process
 - CX Batch: (Cashiers iNova – 1 batch/day)
 - CR Batch: (Megan) Manual data entry
 - Megan Posts to Accts

- √ Individual Accts
- √ RCW REQUIRES deposits to Bank within 24 hours of receipt of funds.
 - City Hall Processing
 - Loomis for Cash
 - Scanner for Checks
 - Golf Courses
 - Deliver to branch system
- √ Sweep Nightly

- RECONCILE**
- √ Previous Day sent to each Dept
 - √ Direct link to G-Treasury

- EXCEPTIONS**
- √ Misapplication of funds

- Past Due / Collections**
- √ No hard & fast rules
 - √ Bill sent out
 - √ Payments should go to Collections
 - AAI
 - VEC
 - √ Sometimes taken at City (NOT Good)

SYSTEMS:

- ❖ FMS
- ❖ GTreasury
- ❖ SymPro
- ❖ iNova
- ❖ Official Payments Corp
- ❖ Duncan Solutions

See Slides 7 & 8 for Details

Methods of Receipt Summary – 1 of 2 slides

Pay Stations

- On Location
 - My Spokane CS Desk, Yokes and Albertsons (dated)
 - Cash, Check, Credit Card

Drop Boxes

- On Location
 - City Hall, Avista, Yokes and Albertsons (dated)
 - Cash, Check, Credit Card

Mail

- Some checks received in mail room, opened and routed to departments for coding

Online Bill Pay

- Initiated by constituents
- Arrives as ACH or check
- Misrouted and Misapplied funds



City Hall Cashiers

- In person/Constituents
 - Cash, Check, Money Orders
- “Internally” by Depts: “Courier” takes to Cashier/ downstairs - sign
 - “Treasury Receipt” created
 - Check, Money Orders
 - Includes Offsets
 - 3 digit transaction code
 - Some keying errors
 - Process
 - Create Daily Receipts File for posting
 - Scan MICR
- Scanners for checks, batching each day
- Everything Couriered via Loomis to Bank – change orders via SinglePoint

Methods of Receipt Summary – 2 of 2 slides



Auto Withdrawals

- Utilities: ACH from checking or savings.
 - Notify Dept > Day after file > Deposit > Post
- **Signed** documentation
- Tuesday following the 10th of each month



Online Payment

- My Spokane
 - Utilities: VISA & MasterCard ONLY
 - Permits: Credit Cards
 - Parking Tickets: Credit Cards Via Duncan Solutions and Pay By Cell App
 - Parks & Recreation Programs: Credit Cards



Golf Courses & Water Department

- On Location (Courier to Bank)
 - Cash, Check, Credit Card



877 Phone

- VISA or Mastercard
- EFT checking or savings



Goals

- ✓ AR Systems that “talk” to each other
- ✓ Better Recon and Research Tools
- ✓ Self-Service Research-ability
- ✓ What are Best Practices (especially collections issue)
- ✓ ACH & CC receipt by phone
- ✓ Write off of late fees and interest – change aging date
- ✓ Lockbox
- ✓ PCI Compliance Consultant/Expert
- ✓ Central Intake
- ✓ ONE BANK

Receivables Recommendations

Best Practices

**Multiple deposits
per day,
maximizing float
schedules**

**Leveraging the use
of Deposit Scanners**

**Multiple Payment
Channels**

Opportunities

Expand Use of Technology and Automation

- Create portal for payments coming in from multiple channels
- Explore options for re-association of remittance data with the financial transaction
- Consider image delivery of receivables data and ability to upload via a CSV file

Optimize Payment Collections

- Consider outsourcing collection of payments to lockbox
- Review E-lockbox set-up to eliminate paper checks where possible
- Utilize accounting system for notes RE: Collections

Enhance remittance automation and posting

- Receive transmission of daily posting file/transactions
- Utilize OCR capabilities (images) to automate posting
- Minimize handling of exceptions via paper

Implementation Timeline Recommendation

Implementation may vary based on your available resources.

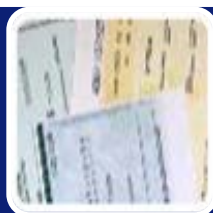
Timelines and sequencing will be established during the Implementation Strategy Meeting.

Estimates illustrate typical implementation timeframes.



VantagePoint

- ACH/Wire: 7-10 business days
- FTP Transmission: 4-6 weeks
- Wholesale Lockbox integration: 22-37 business days



Wholesale Scannable Lockbox

- Lockbox with Data Transmission – 45 business days
- Image Look
- Positive/Negative File Processing



E-Payment Service

- 4 – 8 weeks for standard E-Payment
- Bill Presentment: up to an additional 4 - 6 weeks



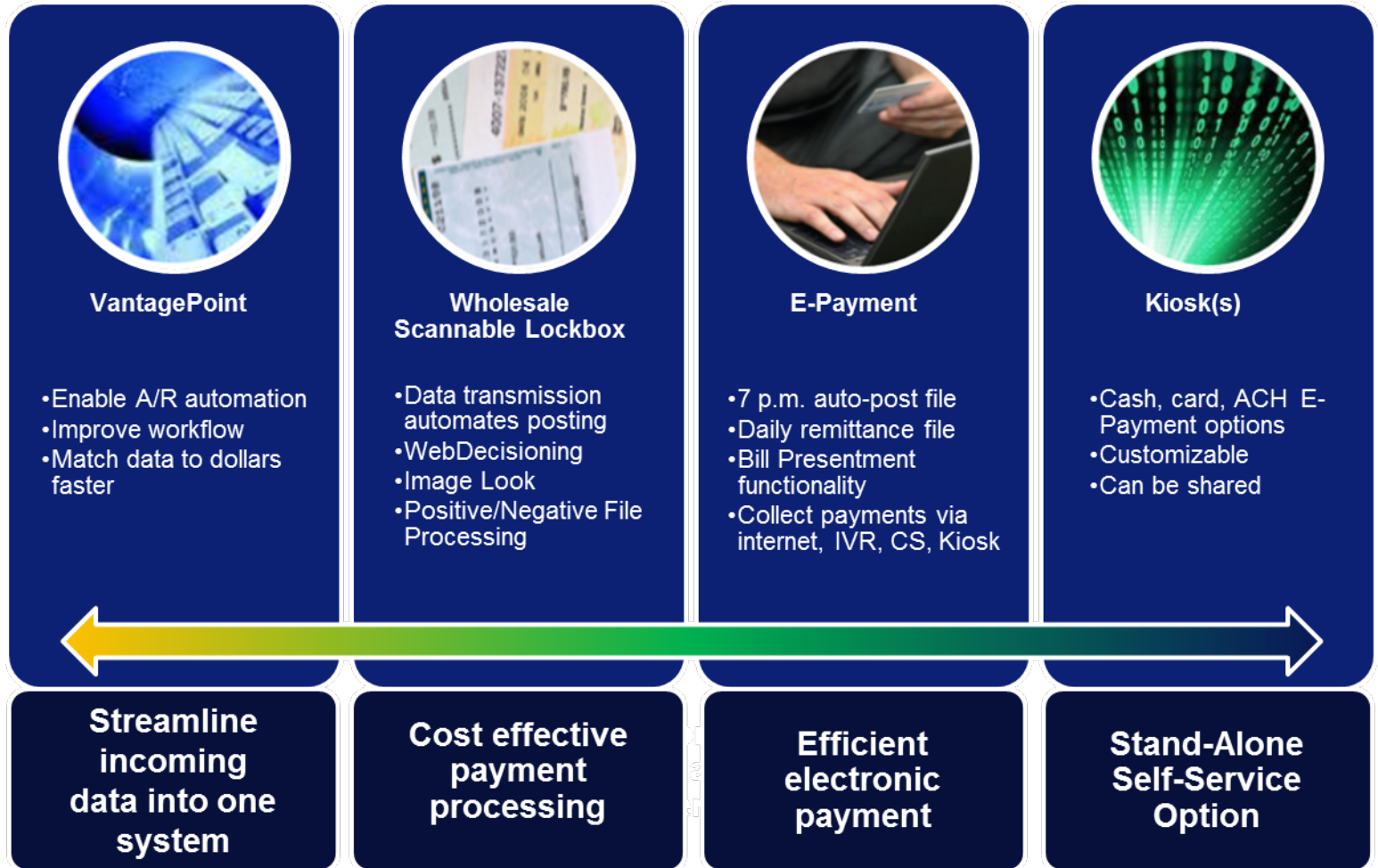
Kiosk(s)

- 8 - 10 weeks

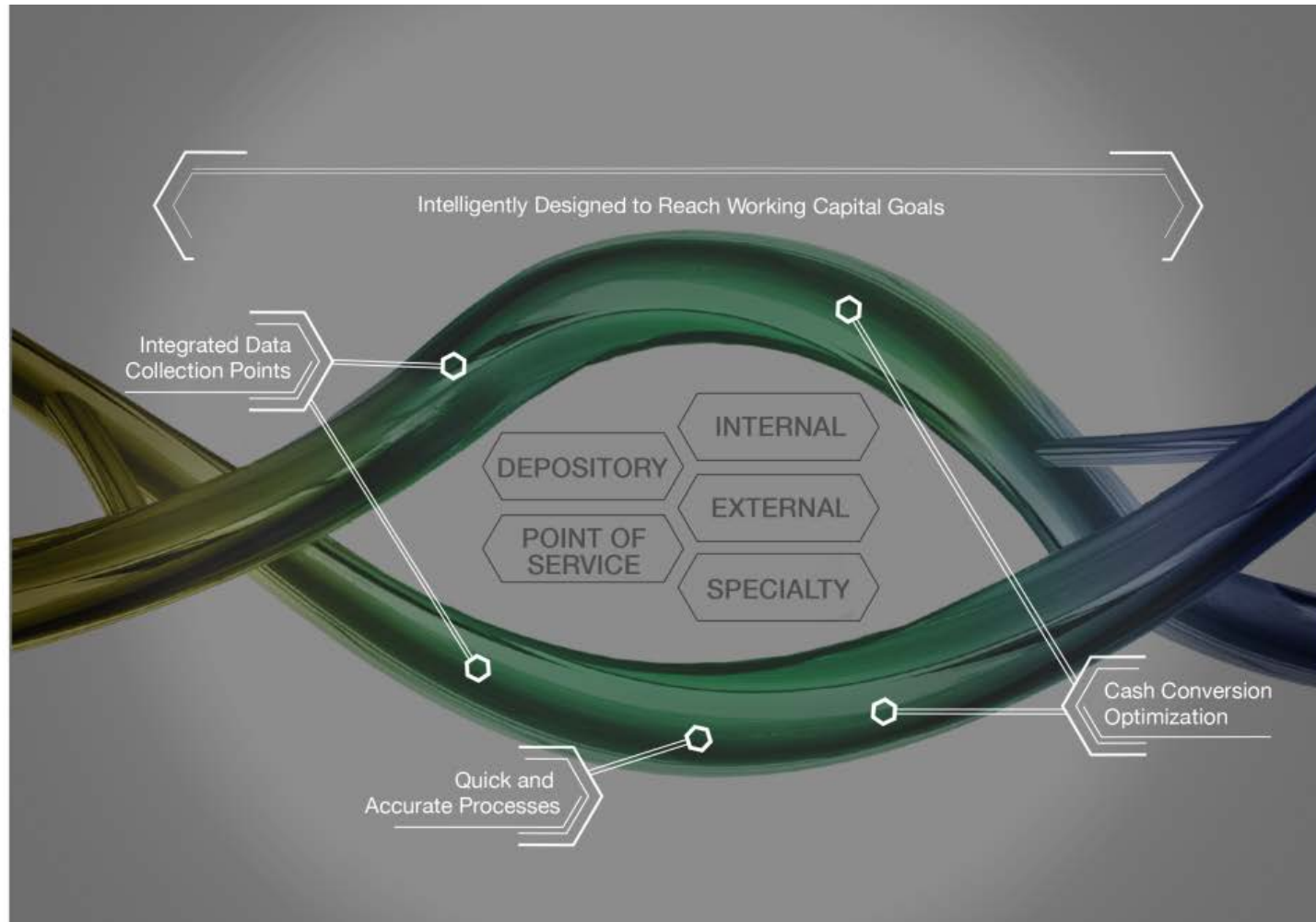
Working Capital Advantage Strategy: Receivables

Combined together, the elements of your A/R processes can be viewed as a working capital optimized model.

This analysis shows our estimates on how significant soft dollar savings will be realized.

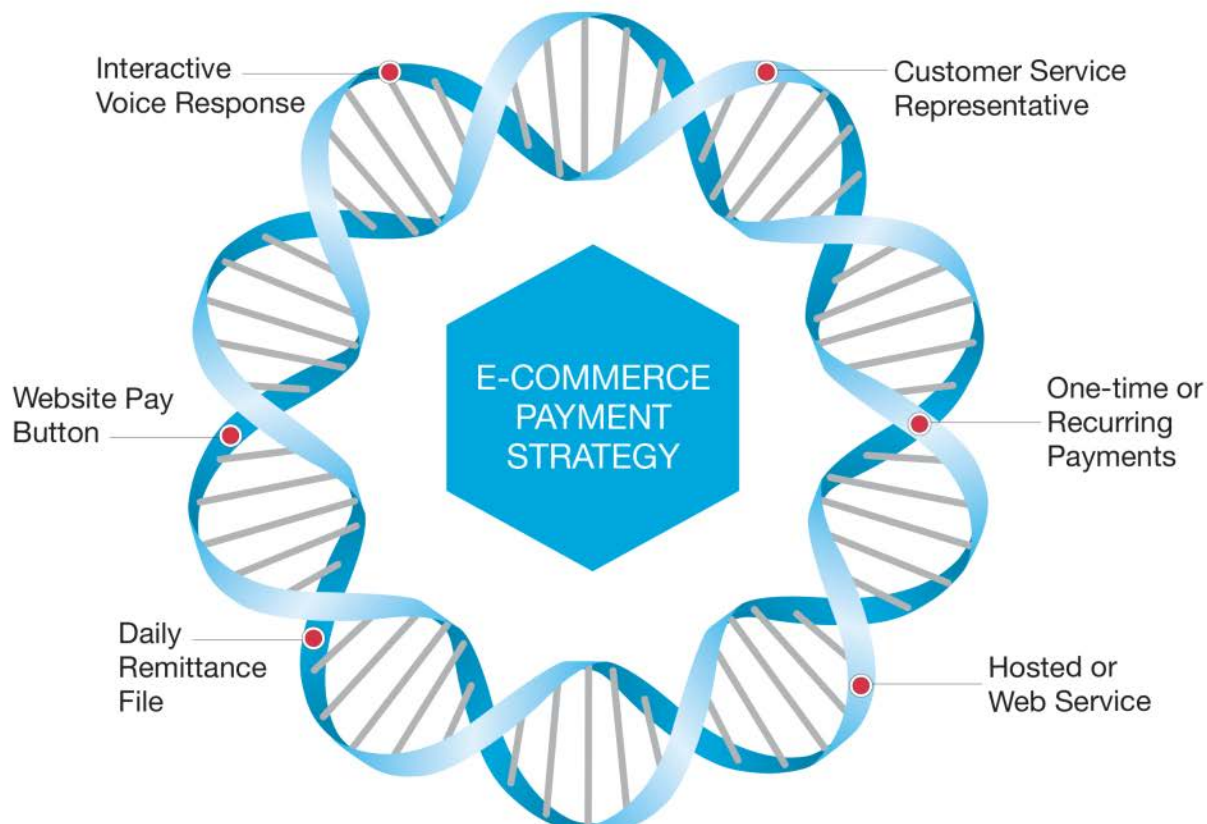


Working Capital Efficiency



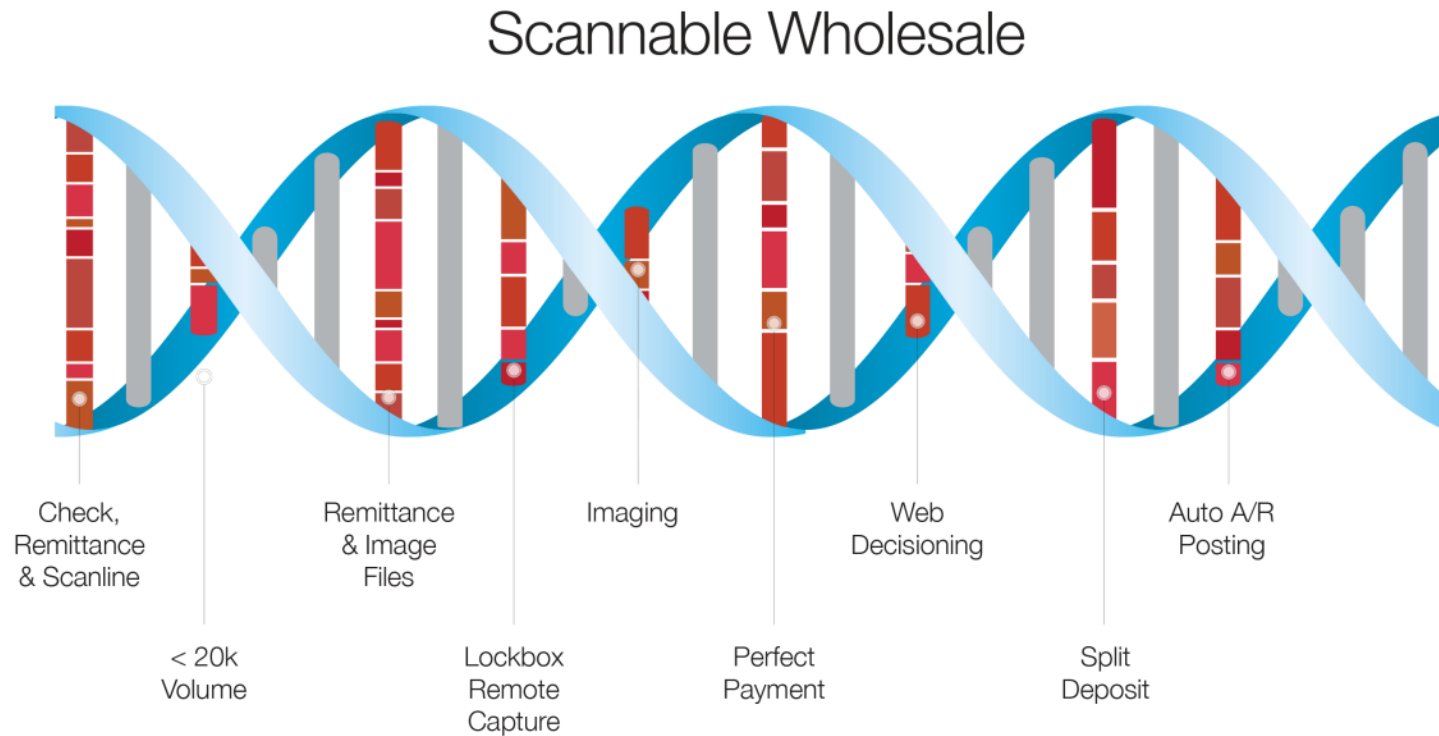
E-Commerce

Expand channels to meet customer demand



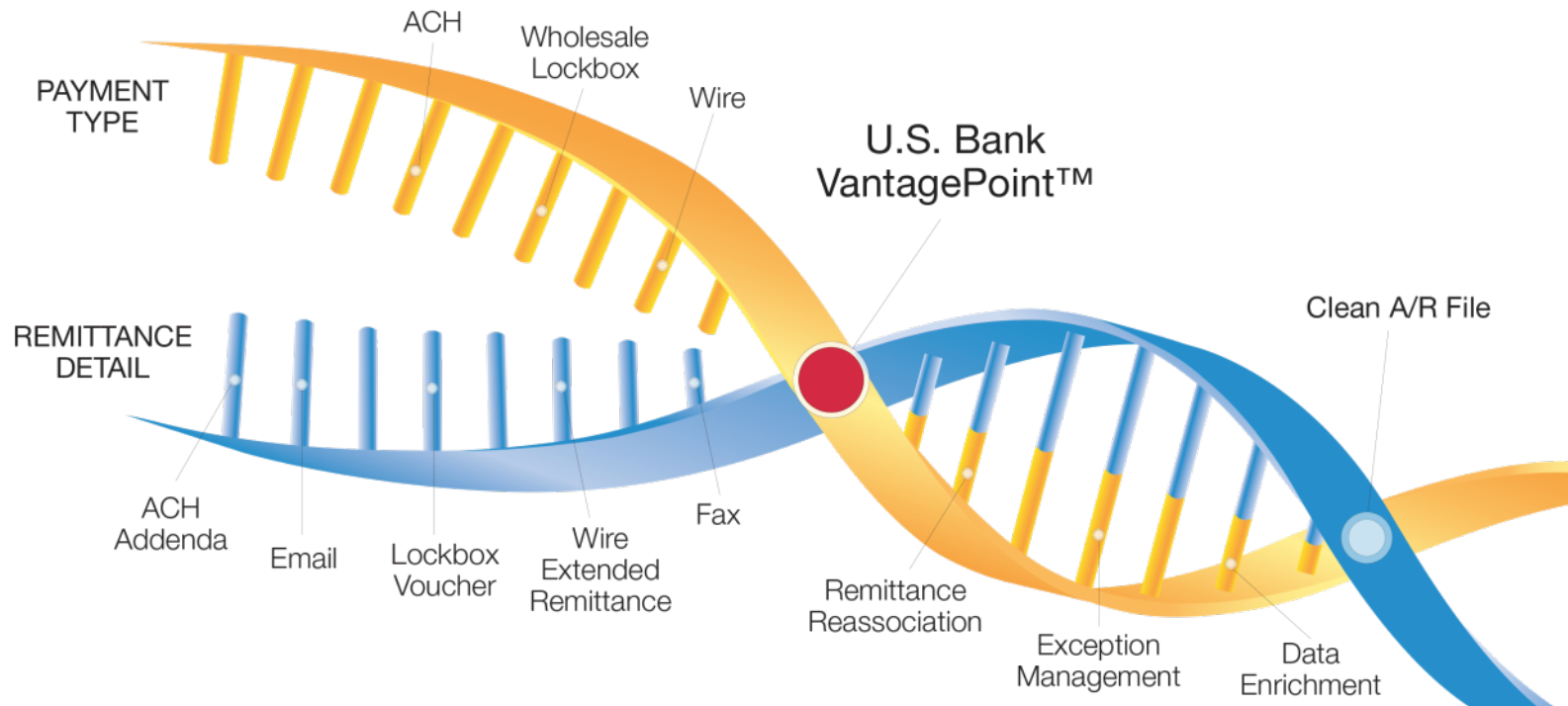
Lockbox - Scannable Wholesale

Efficient payment collection from start to finish



Vantagepoint

Streamline incoming data into one system



Disclaimers

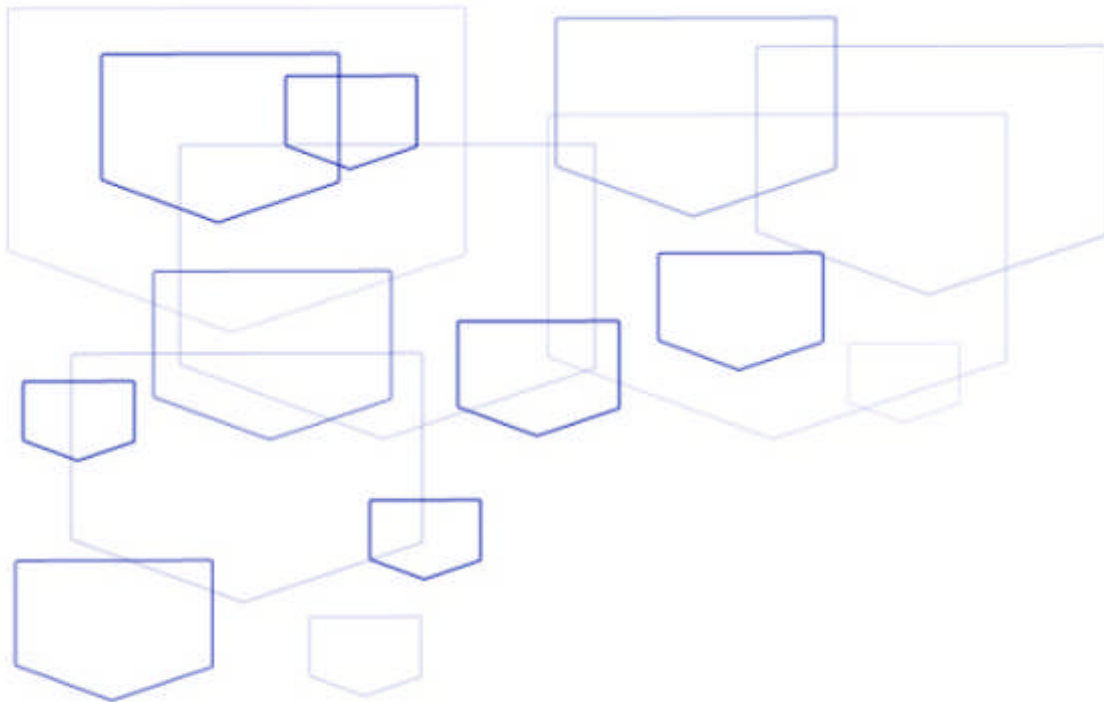
Foreign-denominated funds are subject to foreign currency exchange risk. Customers are not protected against foreign currency exchange rate fluctuations by FDIC insurance, or any other insurance or guaranty program. Deposit accounts with non-U.S. financial institutions offered through U.S. Bank are not deposits of U.S. Bank and are not insured by the FDIC or guaranteed by any governmental agency or authority, or by U.S. Bank.

Products and services may be subject to credit approval. Eligibility requirements, restrictions and fees may apply. Please see your U.S. Bank representative for more information. Internet access on your mobile device is required to use Mobile SinglePoint and fees may be charged by your mobile carrier, dependent on your mobile plan. Check with your carrier for details on specific fees and charges.

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U.S. Bank Cash Letter Services

Pre-Encoded Deposited Items



All of **us** serving you™

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About This Guide

Purpose

The purpose of this guide is to provide information about U.S. Bank Cash Letter Services, a service that allows pre-encoded depositors to take advantage of U.S. Bank's extensive check clearing network.

The information will assist the user in preparing a pre-encoded deposit for delivery to U.S. Bank.

Organization

This guide is organized into three chapters and four appendices.

Chapter 1: Before You Start

This chapter contains general information about U.S. Bank Cash Letter Services and the implementation process.

Chapter 2: Pre-Encoded Deposit Specifications

This chapter provides information about how to prepare a pre-encoded deposit and will assist the user in several tasks, which include:

- Encoding checks
- Endorsing checks
- Preparing batch tickets
- Preparing deposit tickets
- Preparing block tickets
- Preparing tape listings

Chapter 3: MICR Encoding

This chapter provides information about common MICR encoding problems and solutions.

Appendix A: Diagram of a Deposit

This appendix provides an illustration of how to assemble a pre-encoded deposit for delivery to U.S. Bank.

Appendix B: Sample Check Endorsements

This appendix provides illustrations of proper placement of check endorsements.

Appendix C: Regulation CC, Appendix D

This appendix is a reprint of Regulation CC, Appendix D, Availability of Funds and Collection of Checks.

Appendix D: Bar Code Sheet

This appendix provides information about using the bar code sheet.

Chapter 1: Before You Start

Welcome to U.S. Bank Cash Letter Services—a service that allows pre-encoded depositors to take advantage of U.S. Bank’s extensive check clearing network. U.S. Bank has one of the largest check collection operations in the nation, processing over 200 million checks per month. We have made significant investments in state-of-the-art equipment and have established highly efficient systems to clear checks and accelerate funds availability.

U.S. Bank Cash Letter Services are designed for companies, organizations, government entities, and financial institutions that pre-encode checks received from over-the-counter locations or through in-house remittance processing facilities.

U.S. Bank currently operates 11 check processing facilities throughout the United States.

Locations include:

- Chicago, Illinois
- Cincinnati, Ohio
- Denver, Colorado
- Helena, Montana
- La Mirada (Los Angeles), California
- Milwaukee, Wisconsin
- Omaha, Nebraska
- Portland, Oregon
- Redwood City, California (Bay Area)
- St. Louis, Missouri
- St. Paul, Minnesota

Pre-encoded check deposits may also be made at U.S. Bank branch locations or cash vaults. Specific deposit preparation instructions for branch deposits are contained in the Pre-Encoded Deposit Specifications section of this user guide. Please see the U.S. Bank Cash Vault Services User Guide for information about using cash vaults for deposits.

Depository deadlines vary by deposit location and drawee bank endpoints. For more information, please contact your Relationship Manager or Treasury Management Consultant.

Service Implementation

This section is designed to walk you through the set up of your pre-encoded deposited item service.

Where to Begin

Your Relationship Manager will assign a Treasury Management Consultant to work as a liaison between you and the deposit location(s).

To Set Up Services

1. Work with your Treasury Management Consultant to determine the depository site. At this time, a target start date should be determined. You should allow 4 weeks for routine set ups and requisition of supplies.
2. Contract with a third-party courier service or U.S. Bank Courier Services (in limited metropolitan markets). All courier contracts are your responsibility. Deposits containing cash are not accepted at the check processing centers. Discuss options for depositing cash with your Treasury Management Consultant.
3. Your bank representative will order the following supplies:
 - Batch and block tickets
 - Tape envelopes (optional)
 - Bar code sheet (only required for deposits delivered directly to a check processing facility)
4. Other supplies can be ordered through U.S. Bank or through a vendor using the U.S. Bank approved standards:
 - Deposit tickets
 - Plastic bags
5. Your Relationship Manager or Treasury Management Consultant will open a deposit account, if necessary, and set up any complementary services.

Chapter 2: Pre-Encoded Deposit Specifications

U.S. Bank Cash Letter Services customers use Magnetic Ink Character Recognition (MICR) ink to encode the dollar amount in the MICR line of their checks. Customers must also endorse items with U.S. Bank's Bank of First Deposit endorsement.

Adhering to the following guidelines will ensure efficient and accurate processing of your deposit.

Deposit Preparation and Processing

This section provides information about how to prepare a pre-encoded deposit for delivery to U.S. Bank.

Deposit Preparation Overview

Detailed instructions and illustrations about how to encode and endorse checks and how to prepare batch tickets, block tickets, deposit tickets, and tape listings are provided in subsequent sections.

1. Encode all checks with the dollar amount of the check. See page 2-3 for detailed information on MICR encoding.
2. Prepare batch tickets by encoding the batch total on a batch ticket. Each batch should contain no more than 250-300 checks. Place the encoded batch ticket in front of the corresponding batch of checks. See page 2-7 for detailed information on batch tickets.
3. Prepare a deposit ticket. See page 2-8 for detailed information on deposit tickets.
4. Prepare a block ticket by encoding the deposit total on a block ticket. Place the encoded block ticket in front of the first batch ticket in the deposit. See page 2-9 for detailed information on block tickets.
5. Prepare a tape listing for each batch of checks and a recap tape listing of the batch totals and deposit total. See page 2-10 for detailed information on tape listings.

The tape envelope containing your tape listings should be placed in front of the block ticket.

Note: Tape listings can be proof tapes, adding machine tapes, or computer generated lists. The tape listings should include your company's name and the deposit date.

6. Verify that all items are properly encoded and endorsed before packaging your deposit. All items must face the same direction.
7. Package and rubber band your deposit as shown in **Appendix A: Diagram of a Deposit**.
8. Place the deposit in a plastic bag or tray with a copy of your bar code sheet. An example of a bar code sheet is shown in **Appendix D: Bar Code Sheet**.

If using plastic bags, ensure that the bar code sheet is clearly visible through the bag. If using trays, place the bar code sheet in the first tray of work.

Note: Bar code sheets are only required for deposits delivered directly to a check processing facility. Bar code sheets are not required for pre-encoded check deposits made at U.S. Bank branch locations or cash vaults.

9. Deliver deposit to U.S. Bank.

General Deposit Guidelines

The following are some general tips to improve overall deposit quality:

- Remove paper clips and staples from checks.
- Repair folded, bent, or mutilated checks before processing.
- Ensure that all checks face the same direction.
- Fan the checks by hand, scanning for obvious encoding problems. Pay particular attention to the dollar amount encoded in the lower-right-hand corner of the check. Make any necessary corrections.

Un-Encoded Item Deposit Preparation

Specific guidelines for preparing a deposit of un-encoded items are outlined in the *U.S. Bank Business Deposit Preparation Guidelines*.

Depository deadlines and pricing vary for pre-encoded and un-encoded deposited checks. For more information, please contact your Relationship Manager or Treasury Management Consultant.

Branch Deposit Preparation

Pre-encoded check deposits may be made at U.S. Bank branch locations. Deposits will be processed at our check processing facilities for credit to your account.

Deposit Guidelines

In general, branch deposits should be prepared according to the deposit preparation instructions outlined in this user guide. However, the following guidelines should be followed to facilitate deposit processing at a branch location:

- Prepare separate deposits for cash and pre-encoded checks. Each type of work should have its own deposit ticket.
- Seal pre-encoded check deposits separately from cash deposits using a tamper-evident bag.
- Place pre-encoded check deposit tickets in the deposit bag where it is viewable by the teller. Branch depositors are not required to place the deposit ticket behind the 1st batch ticket in the deposit.
- Include a duplicate deposit ticket, if you require a teller receipt for pre-encoded check deposits.
- Block tickets are not required for branch deposits.
- A bar code sheet (for deposit tracking) is not required for branch deposits.

Encoding Checks

U.S. Bank Cash Letter Services customers use Magnetic Ink Character Recognition (MICR) ink to encode the dollar amount in the MICR line of their checks.

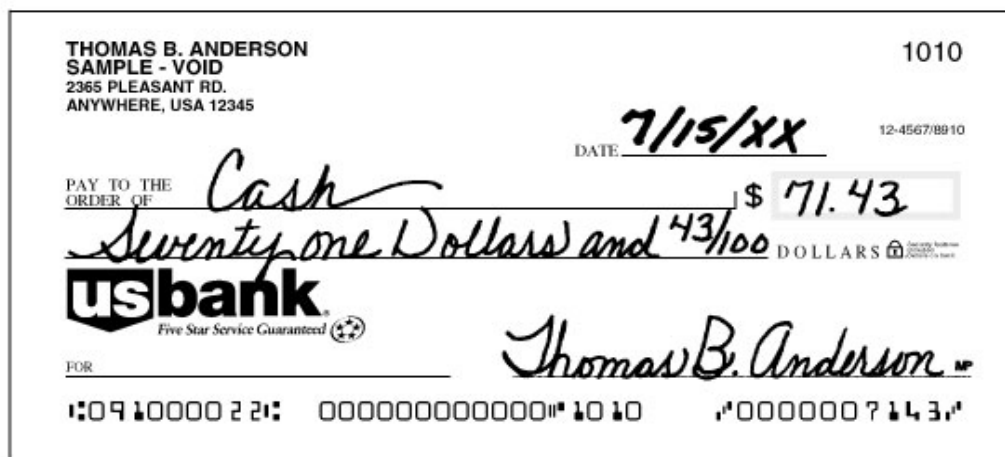


Figure 2.1- MICR Encoding

MICR Correction Strips

Use a MICR correction strip if a pre-encoded field in the MICR line is damaged.

Note: If an item is mutilated and cannot be repaired with a MICR correction strip, place it in an image-compatible carrier envelope, and re-encode the entire MICR line. An image-compatible carrier envelope does not have a solid back. The back of the envelope is transparent, enabling both the front and back of the check to be imaged.

Important: Items in carrier documents must be presented as a separate deposit. These items cannot be commingled in a deposit with other items.

Checks in carrier documents, photocopies in lieu, foreign, mutilated items, and notices in lieu of return often do not meet image quality and readability standards. As a result, these types of items must be processed separately to prevent conversion to substitute checks or image cash letters. Depositors who do not separate these items will assume all liabilities for losses that occur if those items are truncated.

Encoding Problems

To reduce deposited item reject rates, test your encoding machine at the beginning of each processing day. Encode **0123456789** on a blank piece of paper, and check for the following common problems:

- Encoding that is too high or low on the document
- Spacing between numbers that is too close or too far apart
- Encoding that is broken, not solid across each number
- Encoding that is fuzzy, not crisp and bold

If you experience any of these problems, call for machine repair. **DO NOT ENCODE ANY CHECKS.** Attach a large note to the front of your deposit stating that the deposit is **“UNENCODED”**. Deposits with encoding problems that exceed 10 percent of the volume are subject to be held over for next day credit and will be billed at un-encoded deposited item rates.

A pre-encoded reject per item fee will be assessed based on the type of error that caused the reject. An allowable reject rate is not used. See page 3-1 for detailed information on encoding problems.

Check Endorsements

There are important and specific rules for endorsements mandated by Regulation CC, Availability of Funds and Collection of Checks, which is issued by the Board of Governors of the Federal Reserve System.

Regulation CC requires the depository bank (U.S. Bank) to endorse checks with the Bank of First Deposit endorsement. This is normally done by U.S. Bank's check processing centers at the time checks are encoded; however, as you are encoding the checks for deposit, you must endorse all items with the Bank of First Deposit endorsement.

A reprint of Regulation CC is available in **Appendix C: Regulation CC, Appendix D.**

Endorsement Content

Pre-encoded depositors must apply both their company endorsement as well as U.S. Bank's Bank of First Deposit endorsement. One endorsement stamp may be used to combine these endorsements. Endorsements must be in black ink.

1. Your company endorsement should include company name, store/location, and account number.
2. The Bank of First Deposit endorsement should include the following information:
 - The nine-digit routing and transit number, set off by an arrow at each end of the number and pointing toward the number
 - U.S. Bank full legal name and location
 - The endorsement date
 - Other information may be included provided that the inclusion of such information does not interfere with the readability of the endorsement
 - The U.S. Bank, Bank of First Deposit endorsement will vary depending on the U.S. Bank deposit location.

U.S. Bank Deposit Location

Arkansas, Illinois, Indiana, Iowa, Kansas,
Kentucky, Minnesota, Missouri, Nebraska,
North Dakota, Ohio, South Dakota,
Tennessee, Wisconsin

Arizona, California, Colorado, Idaho,
Montana, New Mexico, Nevada, Oregon,
Utah, Washington, Wyoming

Bank of First Deposit Endorsement

U.S. Bank N.A.
St. Paul, MN 55108
05/15/07
➔ 091000022 ➔

U.S. Bank N.A.
Portland, OR 97230
05/15/07
➔ 123000220 ➔

Endorsement Placement

There are areas set aside on the backs of checks for endorsements by the payees and banks that handle checks in the check clearing process. It is important to confine your endorsements to the appropriate areas so that they do not interfere with the areas dedicated to other parties.

If you use a *block-style endorsement*, it should be completely contained in the Bank of First Deposit area, which lies 3.0" from the leading edge to 1.5" from the trailing edge on the backs of checks.

If you use a *linear-style endorsement*, it should be placed so the routing and transit number is completely contained in the Bank of First Deposit area, which lies 3.0" from the leading edge to 1.5" from the trailing edge on the backs of checks. Any customer information should be positioned to the right of the routing and transit number so that it does not fall into the transit or subsequent collecting bank endorsement area.

Appendix B contains illustrations of the endorsement areas on the backs of checks as well as sample check endorsements to assist you in understanding how to position your endorsements.

Importance of Endorsement Standards

Regulation CC defines the liabilities associated with losses for returned checks that are delayed due to failure to properly endorse. If you fail to clearly endorse items, or interfere with the endorsement of others, you may be responsible for losses that otherwise might have been avoided or attributed to others.

For example, a bank that refuses to pay an item must notify prior holders in the check collection process within a regulated time period or that bank may have to bear the loss on that item. If that bank cannot notify the appropriate prior holder within the time required because of failure to follow the check endorsement rules, you may bear the loss and be required to indemnify us for any loss or expense we incur.

Regular quality checks of the endorsement will prevent unreadable endorsements due to lack of ink or other equipment failures.

Please see U.S. Bank's "*Your Deposit Account Agreement*" for terms and conditions applicable to all depository accounts.

Batch Tickets

U.S. Bank supplies batch tickets with a unique identification number in the MICR line for each check processing location. Do not share batch tickets with other processing or branch locations.

Preparing Batch Tickets

1. Use the batch tickets provided by U.S. Bank.
2. Each batch should contain no more than 250-300 checks.
3. Encode the batch total (the total dollar amount of all checks contained in the batch) on each batch ticket.
4. Place the encoded batch ticket in front of the corresponding batch of checks.

Note: The batch ticket for the first batch of checks in a deposit will go in front of the deposit ticket and behind the block ticket. See **Appendix A: Diagram of a Deposit** for an illustration.

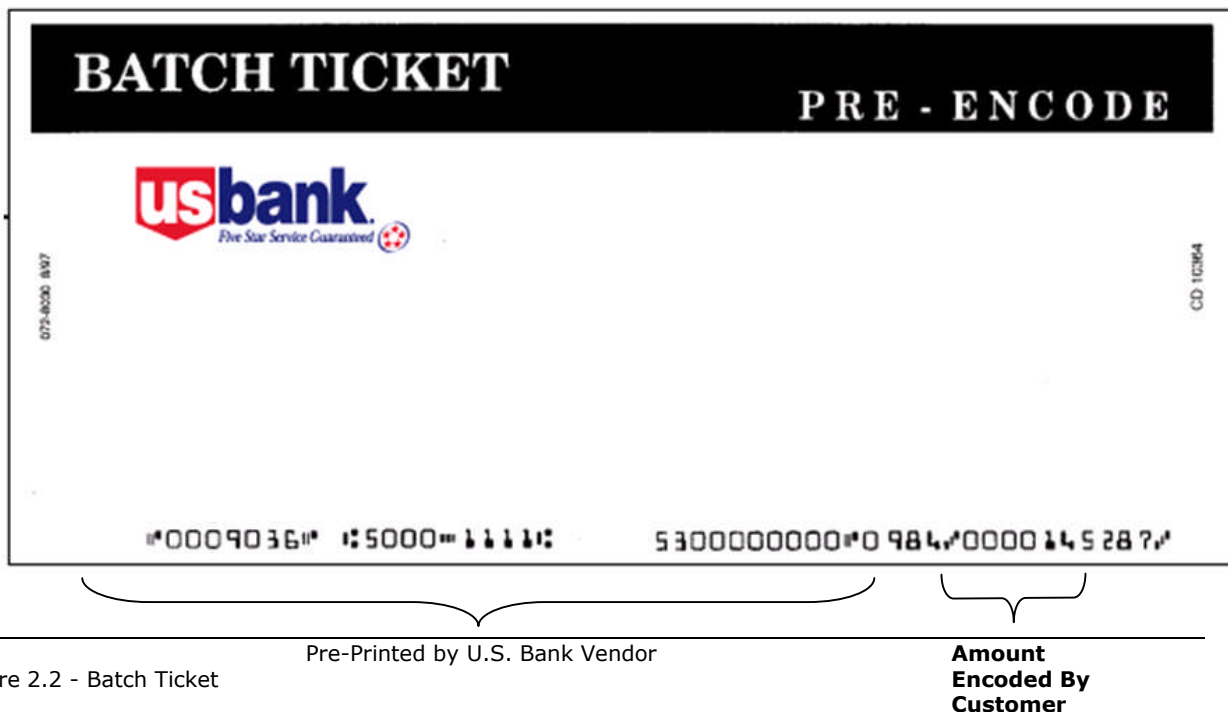


Figure 2.2 - Batch Ticket

Deposit Tickets

Deposit tickets may be supplied by U.S. Bank or by your vendor using the U.S. Bank approved standard.

Preparing a Deposit Ticket

1. Write the date in the space provided.
2. Write the dollar amount of the total deposit (taken from the supporting tape listings or batch totals).
3. List individual batch totals.
4. Separate the three copies of the deposit ticket.
5. Encode the total amount of the deposit in the lower right-hand corner of the top copy of the deposit ticket, as shown in **Figure 2.3**. The dollar amount encoded on the deposit ticket should equal the total amount of the batch tickets included in the deposit.

Note: If a deposit ticket has been incorrectly prepared or encoded, destroy the deposit ticket, and prepare a new deposit ticket. **Do not use MICR correction strips to correct errors on deposit tickets.**

6. Include the encoded deposit ticket with your deposit. Place the encoded deposit ticket behind the first batch ticket. See **Appendix A: Diagram of a Deposit** for an illustration.
7. Retain the Customer copy of the deposit ticket for your records.
8. If your deposit exceeds 25,000 items, prepare multiple deposit tickets for every 25,000 items.

Note: Each deposit ticket requires one block ticket (e.g. if 3 deposit tickets are prepared, then 3 block tickets will be needed).

DEPOSIT TICKET THOMAS B. ANDERSON 1234 MAIN STREET ANYWHERE, U. S. A. 12345 SAMPLE VOID	DATE 3/1/98 DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL LIST CHECKS SEPARATELY OR ATTACH LIST	QUANTITY CASH US CASH <div style="border: 1px solid black; padding: 2px; display: inline-block;">#1</div> <div style="border: 1px solid black; padding: 2px; display: inline-block;">#2</div> <div style="border: 1px solid black; padding: 2px; display: inline-block;">#3</div> <div style="border: 1px solid black; padding: 2px; display: inline-block;"></div> <div style="border: 1px solid black; padding: 2px; display: inline-block;"></div> <div style="border: 1px solid black; padding: 2px; display: inline-block;"></div> <div style="border: 1px solid black; padding: 2px; display: inline-block;"></div> <div style="border: 1px solid black; padding: 2px; display: inline-block;"></div> <div style="border: 1px solid black; padding: 2px; display: inline-block;"></div> <div style="border: 1px solid black; padding: 2px; display: inline-block;"></div>	DOLLARS CENTS 145287 73852 29364 TOTAL ITEMS	\$ \$	2485.03 2485.03
-------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------	----------------------------------------------	--------------------------------------------------------

⑆541210032⑈0000000000000000⑈

⑈0000248503⑈

PLEASE ENTER TOTAL HERE

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE DEPOSIT AGREEMENT AND ANY APPLICABLE COLLECTION AGREEMENT.

Figure 2.3 - Deposit Ticket

Deposit Corrections

In the event that U.S. Bank needs to make a correction to your deposit (due to an encoding or amount error), a Customer Advice for the difference will be generated and posted to your account.

Block Tickets

U.S. Bank supplies block tickets with a unique identification number in the MICR line for each check processing location. **Do not share block tickets with other processing or branch locations.**

Preparing Block Tickets

1. Use the block tickets provided by U.S. Bank.
2. Encode the total amount of the deposit on a block ticket. The dollar amount encoded on the block ticket should equal the total amount of the batch tickets included in the deposit.
3. If your deposit exceeds 25,000 items, prepare multiple block tickets for every 25,000 items.

Note: Each deposit ticket requires one block ticket (e.g. if 3 deposit tickets are prepared, then 3 block tickets will be needed).

4. Place the block ticket in front of the first batch ticket in the deposit. See **Appendix A: Diagram of a Deposit** for an illustration.

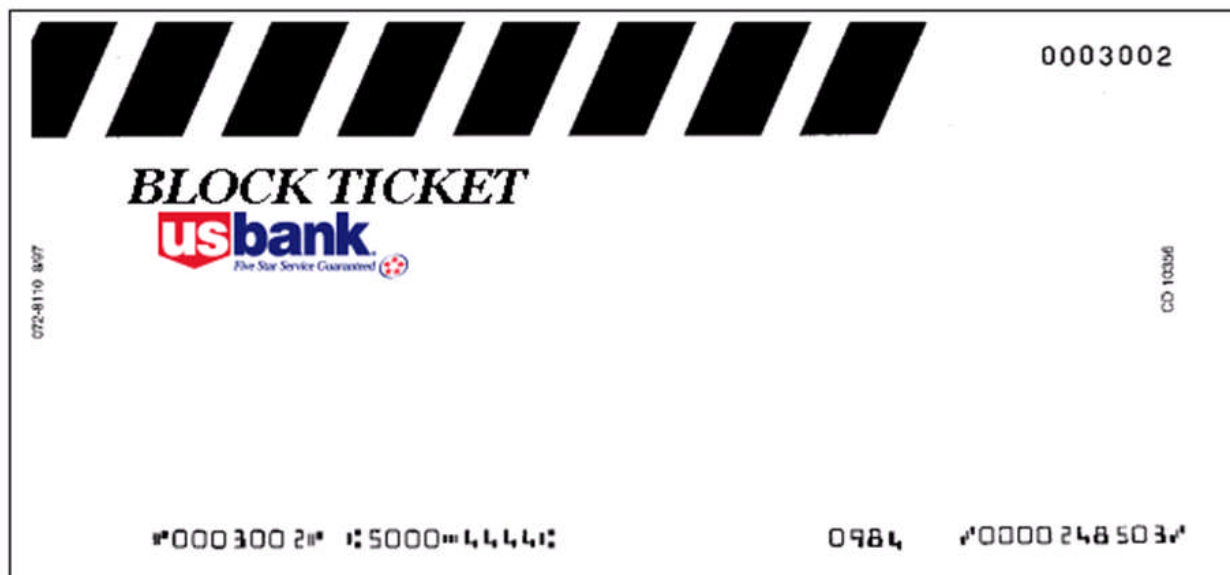


Figure 2.4 - Block Ticket

Pre-Printed by U.S. Bank Vendor

Amount
Encoded By
Customer

Tape Listings

Tape listings can be proof tapes, adding machine tapes, or computer-generated tapes. The tape listings should show your company's name and the deposit date.

Preparing Tape Listings

1. Prepare a detailed tape listing for each batch of checks. List the dollar amount of each check in the same order as the physical items and note the batch total.
2. Prepare a recap tape listing of the batch totals and the deposit total.
3. Place all tape listings in a tape envelope provided by U.S. Bank. On the front of the tape envelope, indicate your company name, the store/location number, the deposit amount, the date, and the serial number from the block ticket, as shown in **Figure 2.5**.

Note: You do not need to use tape envelopes for computer-generated tape listings.

This Envelope should be used for for batch tapes only. (No cash or checks.)

PRE-ENCODE

Store and Location Number	<u>ABC Company #7</u>
Deposit Amount	\$ <u>2,485.03</u>
Date	<u>7/15/xx</u>
Block Ticket Number	<u>0003002</u>

Envelope must accompany deposit.

Figure 2.5 - Tape Envelope

Chapter 3: MICR Encoding

U.S. Bank Cash Letter Services customers use Magnetic Ink Character Recognition (MICR) ink to encode the dollar amount in the MICR line of their checks. The MICR is magnetized when it passes through high-speed check reader/sorter equipment. If the check is encoded correctly, it is 'read' and processed through the reader/sorter.

Documents should be encoded using an E13B font and MICR ink cartridge or ribbon. If you are uncertain about the specifications of your machine(s), please contact your vendor.

MICR Quality

The U.S. Bank MICR and Image Quality group monitors the quality of MICR encoding and deposit preparation and will notify you promptly of quality issues affecting your deposit. We recommend that you implement a quality-control program at your organization to reduce the number of rejected items.

There are many causes of MICR encoding problems, such as malfunctioning equipment, ribbon problems, operator procedures, or problems with the check itself. However, most encoding problems can be detected by inspecting the encoded checks for obvious problems.

When reviewing work for encoding problems, ask the following questions:

- Does the encoding look the same as the pre-printed MICR fields of the check?
- Does the encoding have the same quality and clarity as the pre-printed MICR fields of the check?

If the encoding is incomplete, smeared, slanted, or in any way unclear, there is a problem. Check reader/sorter equipment reads the MICR encoding like the human eye: what looks bad to you will look bad to the reader/sorter.

Common Encoding Problems and Solutions

This section contains examples of a properly encoded item as well as some of the most common encoding problems.

Note: All fields except the dollar field are pre-encoded by the check printer therefore, only the dollar field is illustrated.

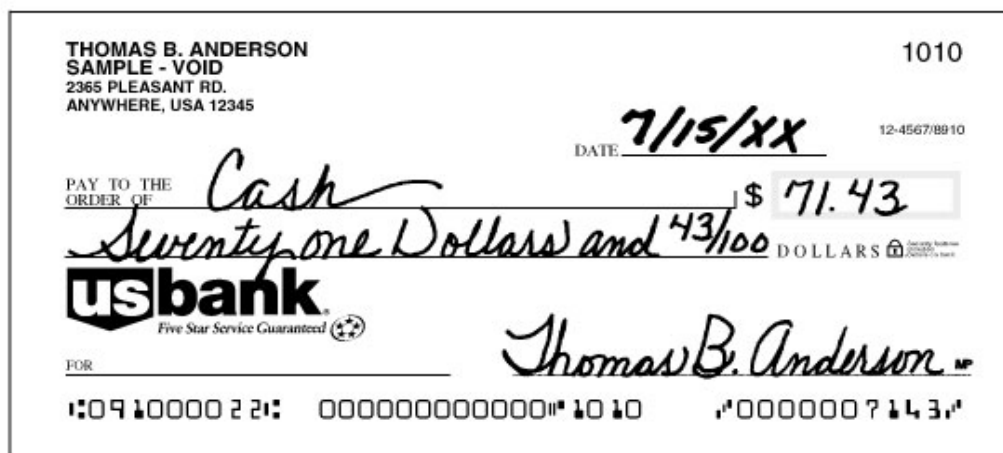


Figure 3.1 - Properly Encoded Check

Problems You Can Correct

Double Encoding

Processing twice, repair with correction strip



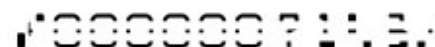
Dirty Encoding

Cleaning is required



Broken Encoding

Ribbon tension arm may need adjustment



No Encoding

Type wheel may need adjustment



Heavy Encoding

The ribbon may not be installed correctly



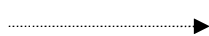
Embossed Encoding

Looks good, but imprint can be felt on back of check



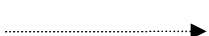
Problems Requiring You To Contact Your Vendor

Poor Alignment



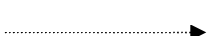
0000 7 14 3

Dollar Field Alignment Problems



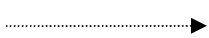
0000000 7 14 3

Spacing Problems: Too Far Apart



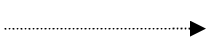
0 0 0 0 0 0 0 7 1 4 3

Spacing Problems: Too Close Together



0000000 7 14 3

Incorrect Cue Character



0000000 7 14 3

If you are unable to resolve any of these problems, **DO NOT ENCODE ANY CHECKS**. Attach a large note to the front of your deposit, stating that the deposit is “**UNENCODED**”. Deposits with encoding problems that exceed 10 percent of the volume are subject to be held over for next day credit and will be billed at un-encoded deposited item rates.

A pre-encoded reject fee per item is assessed to pre-encoded depositors based on the type of error that caused the reject. An allowable reject rate is not used.

MICR Corrections

This section contains examples of a properly corrected item as well as some of the most common MICR correction errors.

On properly corrected items, the entire mis-encoded field and symbols for that field are covered. The correct information including symbols has been re-encoded.

THOMAS B. ANDERSON
SAMPLE - VOID
2365 PLEASANT RD.
ANYWHERE, USA 12345

1010

DATE 7/15/XX 12-4567/8910

PAY TO THE ORDER OF Cash \$ 71.43

Seventy one Dollars and 43/100 DOLLARS

usbank
Five Star Service Guaranteed

FOR Thomas B. Anderson

09 10000 2 21 00000000000000 10 10 0000000 7 14 3

Figure 3.2 - Properly Corrected Item

Correction Label

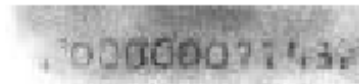
Correcting Encoded Items

Use the following procedure to correct mis-encoded checks:

1. Place a MICR correction strip over the mis-encoded amount field. Make sure to cover amount symbols.
2. Re-encode the correct dollar amount on the MICR correction strip.
3. Update your tape listing to reflect any dollar amount change made to a check.
4. Make sure the batch ticket is encoded for the corrected dollar amount. If a correction is necessary, use a new batch ticket. Do not use MICR correction strips on batch tickets.
5. Make sure your deposit ticket and block ticket are encoded for the corrected dollar amount. If a correction is necessary, use a new deposit ticket and block ticket. Do not use MICR correction strips on the deposit ticket or block ticket.

Most Common Correction Errors

1. Using Magnetic Ink Correction Fluid. MICR correction strips should be used.



2. Incorrect placement of MICR correction strips.
 - a. The entire field is not covered.



- b. The preceding field is partly covered, and the corrected field is not completely covered.



General Guidelines

- Make sure the MICR correction strip completely covers the mis-encoded field.
- Make sure the MICR correction strip is securely fastened to the check.
- Keep the MICR correction strip in the mis-encoded MICR field. Avoid extending the strip into another field.
- Always use MICR correction strips. Do not use MICR correction fluid, MICR ink eradicating fluid, or strips that are not designed for correcting MICR errors.
- Do not let the MICR correction strip extend beyond the edge of the check.
- Use only one MICR correction strip. Do not place one MICR correction strip on top of another MICR correction strip.
- If a mis-encoded check cannot be corrected with a MICR correction strip, place the check in an image-compatible carrier envelope and correctly encode the entire MICR line. An image-compatible carrier envelope does not have a solid back. The back of the envelope is transparent, enabling both the front and back of the check to be imaged.

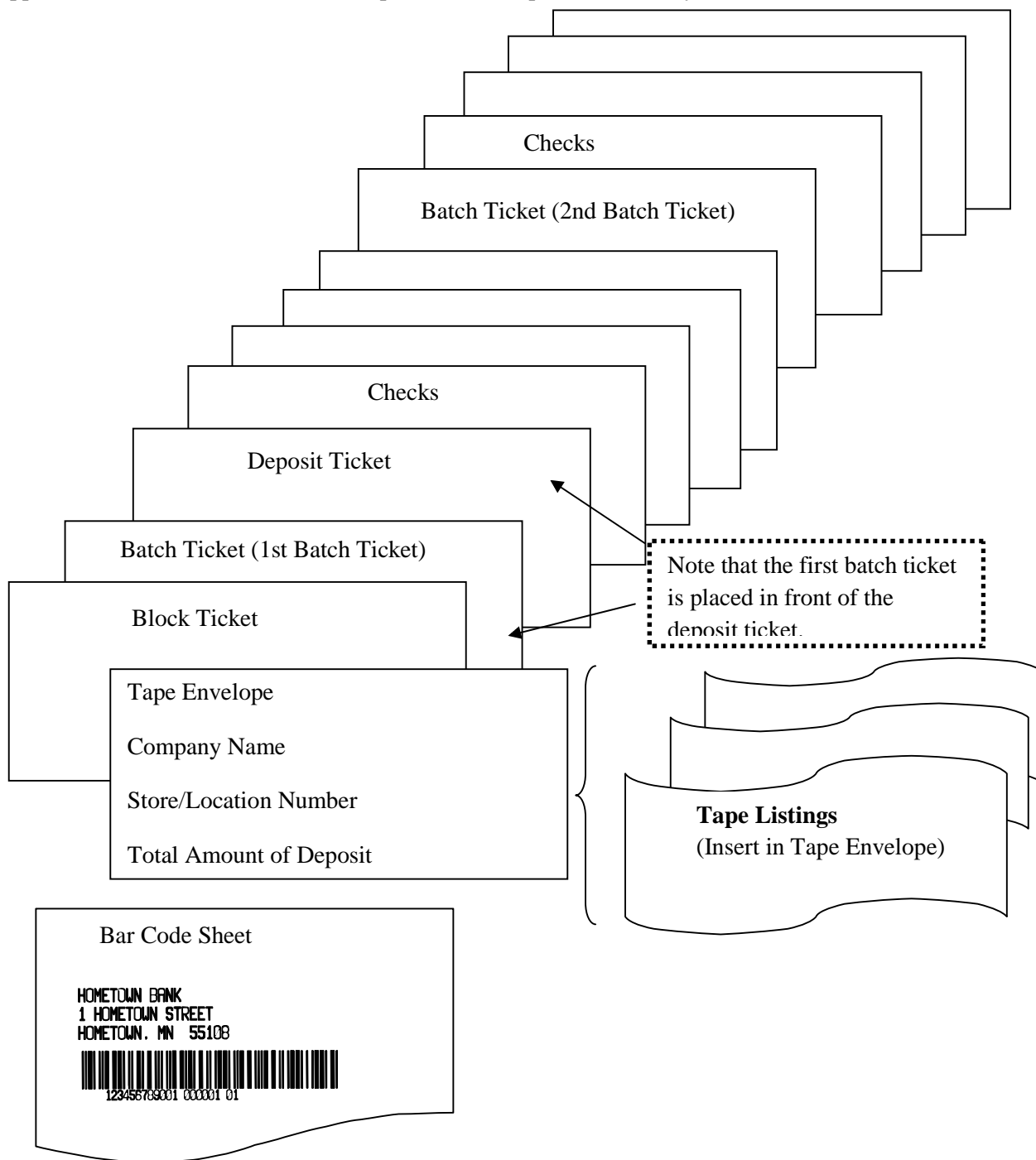
Note: The Uniform Commercial Code imposes certain warranties on parties that encode and retain items. You may be responsible for losses and associated liability attributable to MICR-encoding errors, including over-encoding and under-encoding.

Important: Items in carrier documents must be presented as a separate deposit. These items cannot be co-mingled in a deposit with other items.

Checks in carrier documents, photocopies in lieu, foreign, mutilated items, and notices in lieu of return often do not meet image quality and readability standards. As a result, these types of items must be processed separately to prevent conversion to substitute checks or image cash letters. Depositors who do not separate these items will assume all liabilities for losses that occur if those items are truncated.

Appendix A: Diagram of a Deposit

This appendix illustrates how to assemble a pre-encoded deposit for delivery to U.S. Bank.

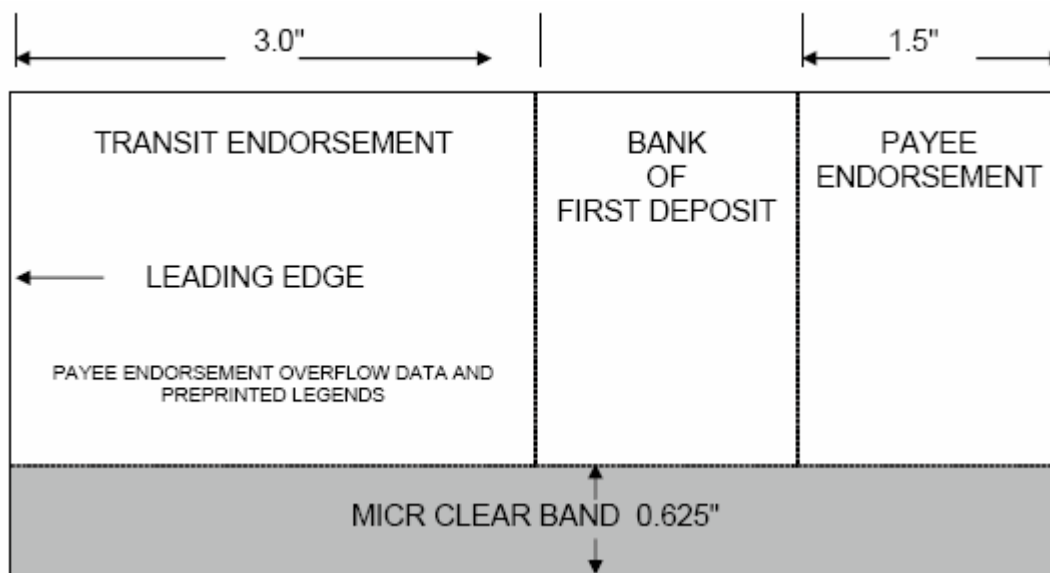


Appendix B: Sample Check Endorsements

This appendix details the areas set aside on the backs of checks for endorsements by the payees and banks that handle checks in the check clearing process and provides examples of check endorsements.

Example 1: Endorsement Areas

There are areas set aside on the backs of checks for endorsements by the payees and banks that handle checks in the check clearing process. It is important to confine your endorsements to the appropriate areas so that they do not interfere with the areas dedicated to other parties.



Payee Endorsement Area: This section of the check (up to 1.5" from the trailing edge) is reserved for the Payee (individual or corporation) to which the check is payable.

Bank of First Deposit Endorsement Area: This section of the check, starting 3.0" from the leading edge to 1.5" from the trailing edge, is reserved for the Depository Bank.

Transit or Subsequent Collecting Bank Endorsement Area: This section of the check, from leading edge to 3.0" from the leading edge, is reserved for the Subsequent Collecting Bank and could also be endorsed by the Returning Bank.

Example 2: Sample of Combined Bank of First Deposit and Customer Endorsements

Pre-encoded depositors must apply both their company endorsement as well as U.S. Bank's Bank of First Deposit endorsement. One endorsement stamp may be used to combine these endorsements

Trailing edge

Leading edge

THOMAS B. ANDERSON SAMPLE - VOID 2365 PLEASANT RD. ANYWHERE, USA 12345		1010
DATE: <u>7/15/XX</u>		12-4567/8910
PAY TO THE ORDER OF <u>Cash</u> <u>Seventy one Dollars and 43/100</u>		\$ <u>71.43</u>
usbank Five Star Service Guaranteed		DOLLARS
FOR <u>Thomas B. Anderson</u>		
⑆09 10000 2 2⑆ 000000000000⑈ 10 10 ⑆000000 7 14 3⑆		

Check Front

Leading edge

Trailing edge

	<Company Name> <Store Number> < Account Number> U.S. Bank N.A. Portland, OR 97230 05/17/07 ➔ 123000220 ➔	
⇐ 3" ⇒		⇐ 1½" ⇒

 ↑
 ¼"
 ↓

Check Back

Example 3: Sample of Linear Endorsement

Trailing edge

Leading edge

TRANSIT ENDORSEMENTS HOMETOWN BANK ANYWHERE	BANK OF FIRST DEPOSIT USA >123456789<	PAYEE ENDORSEMENT 11 15 01
MICR CLEAR BAND		

Check Back

Source: ANSI X9.100-111-2011

Appendix C: Regulation CC, Appendix D

This appendix is a reprint of Regulation CC, Availability of Funds and Collection of Checks. The terms “indorsement” and “indorser” are terms used in Regulation CC for “endorsement” and “endorser.”

(1) The depository bank shall indorse an original check or substitute check according to the following specifications:

(i) The indorsement shall contain—

- (A) The bank's nine-digit routing number, set off by an arrow at each end of the number and pointing toward the number, and, if the depository bank is a reconverting bank with respect to the check, an asterisk outside the arrow at each end of the routing number to identify the bank as a reconverting bank;
- (B) The indorsement date; and
- (C) The bank's name or location, if the depository bank applies the indorsement physically.

(ii) The indorsement also may contain—

- (A) A branch identification;
- (B) A trace or sequence number;
- (C) A telephone number for receipt of notification of large-dollar returned checks; and
- (D) Other information, provided that the inclusion of such information does not interfere with the readability of the indorsement.

(iii) The indorsement, if applied to an existing paper check, shall be placed on the back of the check so that the routing number is wholly contained in the area 3.0 inches from the leading edge of the check to 1.5 inches from the trailing edge of the check. 31 i

(iv) When printing its depository bank indorsement (or a depository bank indorsement that previously was applied electronically) onto a substitute check at the time that the substitute check is created, a reconverting bank shall place the indorsement on the back of the check between 1.88 and 2.74 inches from the leading edge of the check. The reconverting bank may omit the depository bank's name and location from the indorsement.

(2) Each subsequent collecting bank or returning bank indorser shall protect the identifiability and legibility of the depository bank indorsement by indorsing an original check or substitute check according to the following specifications:

(i) The indorsement shall contain only—

- (A) The bank's nine-digit routing number (without arrows) and, if the collecting bank or returning bank is a reconverting bank with respect to the check, an asterisk at each end of the number to identify the bank as a reconverting bank;
- (B) The indorsement date, and

ⁱ31 The leading edge is defined as the right side of the check looking at it from the front. The trailing edge is defined as the left side of the check looking at it from the front. See American National Standards Specifications for the Placement and Location of MICR Printing, X9.13.

- (C) An optional trace or sequence number.
- (ii) The indorsement, if applied to an existing paper check, shall be placed on the back of the check from 0.0 inches to 3.0 inches from the leading edge of the check.
- (iii) When printing its collecting bank or returning bank indorsement (or a collecting bank or returning bank indorsement that previously was applied electronically) onto a substitute check at the time that the substitute check is created, a reconverting bank shall place the indorsement on the back of the check between 0.25 and 2.50 inches from the trailing edge of the check.
- (3) A reconverting bank shall comply with the following specifications when creating a substitute check:
- (i) If it is a depository bank, collecting bank, or returning bank with respect to the substitute check, the reconverting bank shall place its own indorsement onto the back of the check as specified in this appendix.
- (ii) A reconverting bank that also is the paying bank with respect to the substitute check shall so identify itself by placing on the back of the check, between 0.25 and 2.50 inches from the trailing edge of the check, its nine-digit routing number (without arrows) and an asterisk at each end of the number.
- (iii) The reconverting bank shall place on the front of the check, outside the image of the original check, its nine-digit routing number (without arrows) and an asterisk at each end of the number, in accordance with ANS X9.100–140.
- (iv) The reconverting bank shall place on the front of the check, outside the image of the original check, the truncating bank's nine-digit routing number (without arrows) and a bracket at each end of the number, in accordance with ANS X9.100–140.
- (4) Any indorsement, reconverting bank identification, or truncating bank identification placed on an original check or substitute check shall be printed in black ink.

[69 FR 47316, Aug. 4, 2004]

Effective Date Note: At 69 FR 47316, Aug. 4, 2004, appendix D was revised. Paragraph (4) is effective Jan. 1, 2006.

Bar Code Sheet

This appendix contains an example of the bar code sheet. Cash letter customers are provided with a laminated bar code sheet unique to your account and location. This sheet should be photocopied and included with your deposit. The bar code sheet allows us to track deposits for quality assurance purposes.

If using plastic bags, ensure that the bar code sheet is clearly visible through the bag. If using trays, place the bar code sheet in the first tray of work.

Bar code sheets are only required for deposits delivered directly to a check processing facility. Bar code sheets are not required for pre-encoded check deposits made at U.S. Bank branch locations or cash vaults.



The image shows a sample of a U.S. Bank Bar Code Sheet. It is a vertical rectangular sheet with a black border. At the top is the U.S. Bank logo, which consists of the letters "us" in a stylized font inside a shield-like shape, followed by the word "bank" in a bold, sans-serif font. Below the logo, the text "Deliver To:" is centered, followed by "U.S. Bank" and "Check Processing" in bold, sans-serif font. At the bottom left, the address "ABC COMPANY", "1 HOMETOWN STREET", and "HOMETOWN, YS 12345" is printed in a small, sans-serif font. To the right of the address is a standard 1D barcode. Below the barcode, the number "123456789001 000001 01" is printed in a small, sans-serif font.

Previous Day Summary

Sample Company A

SinglePoint

Reported Activity as of 11/06/200X

Printed on 11/07/200X at 01:48 PM CST



Bank Name	USBMN - US BANK OF MINNESOTA
Account Number	123456789012
Account Name	Sample Account A
Ledger Balance	\$7,551,044.80
Collected + 1 Day	\$1,237,959.88
Opening Collected	\$1,769,895.39
One Day Float	\$7,105,807.43
2 Day Float	\$38,129.87
3 Day + Float	\$0.00
Total Credits	\$186,810,591.76
Number of Credits	32
Total Debits	\$192,033,754.20
Total Amount of Debits	39
MTD Avg Collected	\$271,840.55
MTD Avg Neg Collected	-\$640,254.27

GRAND TOTAL

Ledger Balance	\$7,551,044.80
Collected + 1 Day	\$1,237,959.88
Opening Collected	\$1,769,895.39
One Day Float	\$7,105,807.43
2 Day Float	\$38,129.87
3 Day + Float	\$0.00
MTD Avg Collected	\$271,840.55
MTD Avg Neg Collected	-\$640,254.27
Total Credits	\$186,810,591.76
Number of Credits	32
Total Debits	\$192,033,754.20
Total Amount of Debits	39

---End of Report---

Previous Day Summary and Detail

Sample Company A

SinglePoint

Reported Activity as of 11/06/200X

Printed on 11/07/200X at 01:48 PM CST

**Bank Name** USBMN - US BANK OF MINNESOTA

Account Number	123456789012
Account Name	Sample Account A
Ledger Balance	\$7,551,044.80
Collected + 1 Day	\$1,237,959.88
Opening Collected	\$1,769,895.39
One Day Float	\$7,105,807.43
2 Day Float	\$38,129.87
3 Day + Float	\$0.00
Total Credits	\$186,810,591.76
Number of Credits	32
Total Debits	\$192,033,754.20
Total Amount of Debits	39
MTD Avg Collected	\$271,840.55
MTD Avg Neg Collected	-\$640,254.27

CREDITS**Customer Deposit(s)**

Dollar Amount	Transaction Details
\$7,131,515.19	IMMEDIATE FUNDS: 0.00/ 1 DAY FLOAT: 7,094,000.39/ 2 DAY FLOAT: 37,514.80/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXX3037
\$12,188.38	IMMEDIATE FUNDS: 12,188.38/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXX458
\$6,028.88	IMMEDIATE FUNDS: 102.24/ 1 DAY FLOAT: 5,430.01/ 2 DAY FLOAT: 429.08/ 3 OR MORE DAY FLOAT: 67.55/ Bank Reference: XXXXXX544
\$2,505.34	IMMEDIATE FUNDS: 18.15/ 1 DAY FLOAT: 2,472.50/ 2 DAY FLOAT: 14.69/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXX321
\$1,991.52	IMMEDIATE FUNDS: 74.97/ 1 DAY FLOAT: 1,818.12/ 2 DAY FLOAT: 98.43/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXX026
\$1,628.38	IMMEDIATE FUNDS: 69.11/ 1 DAY FLOAT: 1,486.40/ 2 DAY FLOAT: 72.87/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXX812
\$600.01	IMMEDIATE FUNDS: 0.00/ 1 DAY FLOAT: 600.01/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXX418

Subtotal: 7 Customer Deposit(s)**\$7,156,457.70****ACH Settlement Credit(s)**

Dollar Amount	Transaction Details
\$86,149.91	PAYROLL SETTLEMENT ABC COMPANY Bank Reference: XXXXXXXX888

Subtotal: 1 ACH Settlement Credit(s)**\$86,149.91****ACH Credit Detail(s)+A120**

Dollar Amount	Transaction Details
\$1,282,770.71	BANKCARD XXXXXXXX043 XXX241 DEPOSIT/SETTLE Bank Reference: XXXXXXXX970 Transaction Reference: XXXXXXXX001
\$986,660.00	BANKCARD XXXXXXXX043 XXX241 DEPOSIT/SETTLE Bank Reference: XXXXXXXX920 Transaction Reference: XXXXXXXX011
\$800,502.00	BANKCARD XXXXXXXX043 XXX241 DEPOSIT/SETTLE Bank Reference: XXXXXXXX708 Transaction Reference: XXXXXXXX021
\$200,300.00	BANKCARD XXXXXXXX043 XXX241 DEPOSIT/SETTLE Bank Reference: XXXXXXXX270 Transaction Reference: XXXXXXXX051
\$150,000.00	BANKCARD XXXXXXXX043 XXX241 DEPOSIT/SETTLE Bank Reference: XXXXXXXX271 Transaction Reference: XXXXXXXX061
\$98,000.00	BANKCARD XXXXXXXX043 XXX241 DEPOSIT/SETTLE Bank Reference: XXXXXXXX500 Transaction Reference: XXXXXXXX004
\$35,896.99	SETTLEMENTXXXXXXXX270 XXXXXXXXXXXXXXX001 DISCOVER NETWORK Bank Reference: XXXXXXXX903 Transaction Reference: XXXXXXXX000
\$20,000.00	SETTLEMENTXXXXXXXX270 XXXXXXXXXXXXXXX001 DISCOVER NETWORK Bank Reference: XXXXXXXX893 Transaction Reference: XXXXXXXX020
\$1,750.00	SETTLEMENTXXXXXXXX270 XXXXXXXXXXXXXXX001 DISCOVER NETWORK Bank Reference: XXXXXXXX788 Transaction Reference: XXXXXXXX221

Subtotal: 9 ACH Credit Detail(s)**\$3,575,879.70****Incoming Wire Transfers**

Dollar Amount	Transaction Details
\$161,501,073.77	PAR Number: 0X1107002029 Fed Ref: 000275 Date/Time Received: November 7,200X 07:44:00 CDT Originator: 1234567890123456 SAMPLE COMPANY BCDEF CITY STATE Originator Bank: BBREXPLPWMUL BRE BANK S.A. (FORMERLY BANK ROZWOJ U EKSPORTU S.A.) LODZ POLAND* Sending Bank: 0210000XX BANK ABCD Receiving Bank: 091000022US BANK MINNESOTA Beneficiary Ref: SWF OF 05/08/01 Originator to Beneficiary Info: ITEM 7531216038 HP 54720A GENNEX79* IMAD: 200X1107B1QGC08C000275

\$8,002,880.00	PAR Number: 0X1107000165 Date/Time Received: November 7,200X 08:03:08 CDT Originator: 000123456789012 SAMPLE COMPANY ABC CITY STATE Originator to Beneficiary Info: ITEM 7531216038 HP 54720A GENNEX79*
\$6,200,504.00	PAR Number: 0X1107000166 Date/Time Received: November 7,200X 08:03:08 CDT Originator: 000123456789012 SAMPLE COMPANY ABC CITY STATE Originator to Beneficiary Info: ITEM 7531216038 HP 54720A GENNEX79*
\$6,786.00	PAR Number: 0X1107000176 Date/Time Received: November 7,200X 08:03:08 CDT Originator: 000123456789012 SAMPLE COMPANY ABC CITY STATE Originator to Beneficiary Info: ITEM 7531216038 HP 54720A GENNEX79*
\$3,000.00	PAR Number: 0X1107000109 Date/Time Received: November 7,200X 08:03:08 CDT Originator: 000123456789012 SAMPLE COMPANY ABC CITY STATE Originator to Beneficiary Info: ITEM 7531216038 HP 54720A GENNEX79*

Subtotal: 4 Incoming Wire Transfers

\$175,714,243.77

Sweep Interest Income

Dollar Amount	Transaction Details
\$28.55	COMMERCIAL PAPER SWEEP INTEREST IMMEDIATE FUNDS: 28.55/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference:
\$23.13	COMMERCIAL PAPER SWEEP INTEREST IMMEDIATE FUNDS: 23.13/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference:

Subtotal: 2 Sweep Interest Income

\$51.68

Sweep Principal Credit

Dollar Amount	Transaction Details
\$277,798.91	COMMERCIAL PAPER SWEEP PRINCIPAL IMMEDIATE FUNDS: 277,798.91/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference:

Subtotal: 1 Sweep Principal Credit

\$277,798.91

Miscellaneous Credit(s)

Dollar Amount	Transaction Details
\$4.14	MISCELLANEOUS CREDIT IMMEDIATE FUNDS: 4.14/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXXX825 Transaction Reference: XXXXXXX065
\$2.14	MISCELLANEOUS CREDIT IMMEDIATE FUNDS: 2.14/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXXX825 Transaction Reference: XXXXXXX065
\$2.01	MISCELLANEOUS CREDIT IMMEDIATE FUNDS: 2.01/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXXX825 Transaction Reference: XXXXXXX065
\$1.56	MISCELLANEOUS CREDIT IMMEDIATE FUNDS: 1.56/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXXX825 Transaction Reference: XXXXXXX065
\$0.11	MISCELLANEOUS CREDIT IMMEDIATE FUNDS: 0.11/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXXX542 Transaction Reference: XXXXXXX070
\$0.09	MISCELLANEOUS CREDIT IMMEDIATE FUNDS: 0.09/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXXX616 Transaction Reference: XXXXXXX005
\$0.04	MISCELLANEOUS CREDIT IMMEDIATE FUNDS: 0.04/ 1 DAY FLOAT: 0.00/ 2 DAY FLOAT: 0.00/ 3 OR MORE DAY FLOAT: 0.00/ Bank Reference: XXXXXXX540 Transaction Reference: XXXXXXX070

Subtotal: 7 Miscellaneous Credit(s)**\$10.09****TOTAL CREDITS****\$1,730,025.19**

DEBITS**ACH Debit(s)**

Dollar Amount	Transaction Details
\$47,855.52	021406-HAVRE XXXXXX554 AC#XXXXXXXX6283 Bank Reference:
\$728.31	SETTLEMENTXXXXXXXX270 XXXXXXXXXXXX001 DISCOVER NETWORK Bank Reference: XXXXXX144 Transaction Reference: XXXXXX001

Subtotal: 2 ACH Debit(s)**\$48,583.83****Check(s) Paid**

Dollar Amount	Transaction Details
\$913,184.04	Bank Reference: 7716982 3456789012 Transaction Reference: 0000000012
\$900,061.00	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000013
\$121,600.00	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000018
\$55,121.00	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000001
\$48,400.00	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000044
\$20,371.00	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000014
\$10,146.76	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000022
\$4,233.00	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000089
\$910.96	Bank Reference: 7717164 2345678901 Transaction Reference: 0000000068
\$158.85	Bank Reference: XXXXXX643 Transaction Reference: XXXXXX059
\$4.35	Bank Reference: 7717228 1234567890 Transaction Reference: 0000000042

Subtotal: 11 Check(s) Paid**\$2,074,190.96****Target Balance Debit(s)**

Dollar Amount	Transaction Details
\$49,429,333.32	FUNDS TRANSFER TO DDA ACT XXX302016305 Bank Reference: XXXX000693
\$5,379,013.60	FUNDS TRANSFER TO DDA ACT XXX300504104 Bank Reference: XXXX000625
\$1,526,409.62	FUNDS TRANSFER TO DDA ACT XXX302016628 Bank Reference: XXXX000695

Subtotal: 3 Target Balance Debit(s)**\$56,334,756.54****Outgoing Wire Transfers**

Dollar Amount	Transaction Details
\$106,012,003.00	PAR Number: 0X1107501171 Fed Ref: 000006 Date/Time Completed: November 7,200X 08:03:08 CDT Repeat Code: 12345 Receiving Bank: ABCDEF Bank. Beneficiary Bank: E CREDIT UNION BANK LTD Beneficiary: 0123456799012345 SAMPLE CO GHIJ Beneficiary Ref: ITEM 12345

Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 123456
Originator: 000123456789012 SAMPLE COMPANY ABC CITY ROAD 18 NORTH MINNEAPOLIS MN 55428
IMAD: 21156465654
Source: SPT Control Number: 12002
Initiated By: User1 on Wed Nov 11 14:00:46 CDT 200x
Approved By: User2 on Wed Nov 11 14:01:04 CDT 200x

\$13,424,624.16 PAR Number: 0X1107501181
Fed Ref: 000006
Date/Time Completed: November 7,200X 08:03:08 CDT
Repeat Code: 12345
Receiving Bank: ABCDEF Bank.
Beneficiary Bank: E CREDIT UNION BANK LTD
Beneficiary: 0123456799012345 SAMPLE CO GHIJ
Beneficiary Ref: ITEM 12345
Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 123456
Originator: 000123456789012 SAMPLE COMPANY ABC CITY ROAD 18 NORTH MINNEAPOLIS MN 55428
IMAD: 21156465654
Source: SPT Control Number: 12002
Initiated By: User1 on Wed Nov 11 14:00:46 CDT 200x
Approved By: User2 on Wed Nov 11 14:01:04 CDT 200x

\$5,822,052.00 PAR Number: 0X1107501181
Fed Ref: 000006
Date/Time Completed: November 7,200X 08:03:08 CDT
Repeat Code: 12345
Receiving Bank: ABCDEF Bank.
Beneficiary Bank: E CREDIT UNION BANK LTD
Beneficiary: 0123456799012345 SAMPLE CO GHIJ
Beneficiary Ref: ITEM 12345
Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 123456
Originator: 000123456789012 SAMPLE COMPANY ABC CITY ROAD 18 NORTH MINNEAPOLIS MN 55428
IMAD: 21156465654
Source: SPT Control Number: 12002
Initiated By: User1 on Wed Nov 11 14:00:46 CDT 200x
Approved By: User2 on Wed Nov 11 14:01:04 CDT 200x

\$4,821,000.00 PAR Number: 0X1107501181
Fed Ref: 000006
Date/Time Completed: November 7,200X 08:03:08 CDT
Repeat Code: 12345
Receiving Bank: ABCDEF Bank.
Beneficiary Bank: E CREDIT UNION BANK LTD
Beneficiary: 0123456799012345 SAMPLE CO GHIJ
Beneficiary Ref: ITEM 12345
Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 123456
Originator: 000123456789012 SAMPLE COMPANY ABC CITY ROAD 18 NORTH MINNEAPOLIS MN 55428
IMAD: 21156465654
Source: SPT Control Number: 12002
Initiated By: User1 on Wed Nov 11 14:00:46 CDT 200x
Approved By: User2 on Wed Nov 11 14:01:04 CDT 200x

\$2,848,500.00 PAR Number: 0X1107501181
Fed Ref: 000006
Date/Time Completed: November 7,200X 08:03:08 CDT
Repeat Code: 12345
Receiving Bank: ABCDEF Bank.
Beneficiary Bank: E CREDIT UNION BANK LTD
Beneficiary: 0123456799012345 SAMPLE CO GHIJ
Beneficiary Ref: ITEM 12345
Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 123456
Originator: 000123456789012 SAMPLE COMPANY ABC CITY ROAD 18 NORTH MINNEAPOLIS MN 55428
IMAD: 21156465654
Source: SPT Control Number: 12002
Initiated By: User1 on Wed Nov 11 14:00:46 ~~669~~ 200x

Approved By: User2 on Wed Nov 11 14:01:04 CDT 200x

\$109,000.00 PAR Number: 0X1107501181
Fed Ref: 000006
Date/Time Completed: November 7,200X 08:03:08 CDT
Repeat Code: 12345
Receiving Bank: ABCDEF Bank.
Beneficiary Bank: E CREDIT UNION BANK LTD
Beneficiary: 0123456799012345 SAMPLE CO GHIJ
Beneficiary Ref: ITEM 12345
Originator to Beneficiary Info: FOR FURTHER CREDIT SAMPLE RECIPIENT XXXXXX ACCT NO 123456
Originator: 000123456789012 SAMPLE COMPANY ABC CITY ROAD 18 NORTH MINNEAPOLIS MN 55428
IMAD: 21156465654
Source: SPT Control Number: 12002
Initiated By: User1 on Wed Nov 11 14:00:46 CDT 200x
Approved By: User2 on Wed Nov 11 14:01:04 CDT 200x

Subtotal: 5 Outgoing Wire Transfers

\$133,037,179.16

Securities Purchased

Dollar Amount	Transaction Details
\$530,774.66	SWEEP TO COMMERCIAL PAPER INVESTMENT Bank Reference: XXXXXXXX107

Subtotal: 1 Securities Purchased

\$530,774.66

Currency and Coin Shipped

Dollar Amount	Transaction Details
\$2,525.00	COIN/CURRENCY PURCHASED Bank Reference: XXXXXXXX641 Transaction Reference: XXXXXXXX062
\$2,300.00	COIN/CURRENCY PURCHASED Bank Reference: XXXXXXXX214 Transaction Reference: XXXXXXXX020
\$600.00	COIN/CURRENCY PURCHASED Bank Reference: XXXXXXXX261 Transaction Reference: XXXXXXXX005

Subtotal: 3 Currency and Coin Shipped

\$5,425.00

Miscellaneous Fee(s)

Dollar Amount	Transaction Details
\$63.64	Bank Reference: XXXXXXXX020
\$42.52	Bank Reference: XXXXXXXX020
\$34.90	Bank Reference: XXXXXXXX038
\$31.00	Bank Reference: XXXXXXXX042
\$21.00	Bank Reference: XXXXXXXX072
\$20.00	Bank Reference: XXXXXXXX073
\$18.00	Bank Reference: XXXXXXXX083
\$15.61	Bank Reference: XXXXXXXX013
\$11.01	Bank Reference: XXXXXXXX093
\$10.12	Bank Reference: XXXXXXXX088

Subtotal: 10 Miscellaneous Fee(s)

\$267.80

Miscellaneous Debit(s)

Dollar Amount	Transaction Details
---------------	---------------------

\$2,575.00	CIB BOOK TRANSFER INTO DDA XXXXXXXX068 Bank Reference:
\$0.71	Bank Reference: XXXXXXXX683 Transaction Reference: XXXXXXXX070
\$0.45	Bank Reference: XXXXXXXX567 Transaction Reference: XXXXXXXX044
\$0.09	Bank Reference: XXXXXXXX035 Transaction Reference: XXXXXXXX008

Subtotal: 4 Miscellaneous Debit(s)

\$2,576.25

TOTAL DEBITS

\$588,786.39

GRAND TOTAL

Ledger Balance	\$7,551,044.80
Collected + 1 Day	\$1,237,959.88
Opening Collected	\$1,769,895.39
One Day Float	\$7,105,807.43
2 Day Float	\$38,129.87
3 Day + Float	\$0.00
MTD Avg Collected	\$271,840.55
MTD Avg Neg Collected	-\$640,254.27
Total Amount of Credits	\$186,810,591.76
Number of Credits	32
Total Amount of Debits	\$192,033,754.20
Number of Debits	39

---End of Report---

Current Day ACH Summary and Detail

Sample Company A

SinglePoint

Reported Activity as of 11/07/200X

Printed on 11/07/200X at 03:23 PM CST



Bank Name	USBMN - US BANK OF MINNESOTA
Account Number	123456789012
Number of Credits	7
Total Amount of Credits	\$96,500.00
Number of Debits	1
Total Amount of Debits	\$58,000.00

ACH CREDITS

Dollar Amount	Transaction Details
\$4,234.57	Bank Reference: 9876544 00000000000
\$1,236.58	Bank Reference: 234567 00000000000
\$807.23	Bank Reference: 9876543 00000000000

Subtotal 3 ACH Credits
\$6,278.38

Total Credits: 3
\$6,278.38

ACH DEBITS

Dollar Amount	Transaction Details
\$58,000.00	USATAXPMT9999999999 99999999999
\$2,000.00	USATAXPMT8888888888 88888888888

Subtotal: 2 ACH Debit(s)
\$60,000.00

Total Debits: 2
\$60,000.00

---End of Report---

Disclaimer: Since this report includes items received but not yet posted, actual posting may differ due to corrections or additional activity.

Current Day Summary and Detail

Sample Company A
SinglePoint
Reported Activity as of 11/07/200X
Printed on 11/07/200X at 03:24 PM CST



Bank Name	USBMN - US BANK OF MINNESOTA
Account Number	123456789012
Account Name	Sample Account A
Opening Ledger Balance	\$7,551,044.80
Interim Ledger	\$11,450,964.83
Opening Collected Balance	\$1,237,959.88
Interim 1 Day Float	\$2,316.89
Interim 2 Day Float	\$0.00
Interim 3 + Day Float	\$0.00
Collected Balance + 1 Day Float	\$1,240,276.77
Number of Credits	15
Total Amount of Credits	\$4,057,796.59
Number of Debits	10
Total Amount of Debits	\$158,146.56

CREDITS

Customer Deposit	
Dollar Amount	Transaction Details
\$3,901,247.75	Bank Reference: 1627983 00000000000
\$46,000.00	Bank Reference: 1611246 00000000000
\$8,400.00	Bank Reference: 7890123 00000000000
\$12,600.00	Bank Reference: 3456789 00000000000
\$8,400.00	Bank Reference: 8901234 00000000000
\$12,600.00	Bank Reference: 4567890 00000000000
\$8,400.00	Bank Reference: 67890123 00000000000
\$0.00	DEPOSIT/FLOAT ADJUSTMENT Bank Reference: 1122334 00000000000 One Day Float: \$2,316.89 Two Day Float: 0 Three Day+ Float: 0
Subtotal: 8 Customer Deposit(s)	
\$3,997,647.75	

Internal Wire Transfer Credit**Dollar Amount Transaction Details**

\$0.33	Amount: \$0.33 PAR Number: 0X1107000111 Date/Time: Date: 11/07/200X Time: 12:33:03 PM CST Debit Account: XXXXXXXX12345 - SINGLEPOINT ACCOUNT B Originator: Sample Company ABC City State Details: For further credit Sample Recipient XXXXXXXX
\$1.00	Amount: \$1.00 PAR Number: 0X1107000112 Date/Time: Date: 11/07/200X Time: 12:33:03 PM CST Debit Account: XXXXXXXX12345 - SINGLEPOINT ACCOUNT B Originator: Sample Company ABC City State Details: For further credit Sample Recipient XXXXXXXX
\$3.00	Amount: \$3.00 PAR Number: 0X1107000113 Date/Time: Date: 11/07/200X Time: 12:33:03 PM CST Debit Account: XXXXXXXX12345 - SINGLEPOINT ACCOUNT B Originator: Sample Company ABC City State Details: For further credit Sample Recipient XXXXXXXX
\$9.51	Amount: \$9.51 PAR Number: 0X1107000114 Date/Time: Date: 11/07/200X Time: 12:33:03 PM CST Debit Account: XXXXXXXX12345 - SINGLEPOINT ACCOUNT B Originator: Sample Company ABC City State Details: For further credit Sample Recipient XXXXXXXX
\$33.00	Amount: \$33.00 PAR Number: 0X1107000115 Date/Time: Date: 11/07/200X Time: 12:33:03 PM CST Debit Account: XXXXXXXX12345 - SINGLEPOINT ACCOUNT B Originator: Sample Company ABC City State Details: For further credit Sample Recipient XXXXXXXX
\$102.00	Amount: \$102.00 PAR Number: 0X1107000116 Date/Time: Date: 11/07/200X Time: 12:33:03 PM CST Debit Account: XXXXXXXX12345 - SINGLEPOINT ACCOUNT B Originator: Sample Company ABC City State Details: For further credit Sample Recipient XXXXXXXX

Subtotal: 6 Incoming Internal Wire Transfer(s)

\$148.84

Incoming Fedwire**Dollar Amount Transaction Details**

\$60,000.00 Bank Reference: 987654321011
Transaction Reference: 48982571
Amount: \$60,000.00
Beneficiary Bank: XYZ Bank
Beneficiary Ref: RFB FIELD*
Credit Account: XXXXXXXXX9012
Details: For further credit Sample Recipient XXXXXXXX
Fed Ref: 000111
Initiated By: SampleUser2 on Fri November 07 16:54:16 CST 200X
OMAD:
Originator: Sample Company ABC City State
PAR Number: 0X1107000117
Receiving Bank: 091000000 BANK STATE
Repeat Code: 1234
Send Date: Friday, November 07, 200X
Source:
SPT Control Number: 123456

Subtotal: 1 Incoming Fedwire
\$60,000.00

Total Credits: 15
\$4,057,796.59

DEBITS

ACH Debit**Dollar Amount Transaction Details**

\$58,000.00 USATAXPMT3387702000 07737899193

Subtotal: 1 ACH Debit
\$58,000.00

Internal Wire Transfer Debit

Dollar Amount	Transaction Details
\$0.22	Amount: \$0.22 PAR Number: 0X1107000321 Send Date: Friday, November 7, 200X Repeat Code: Wire 38 Credit Account: XXXXXXXX1234 - SAMPLE CO 1234 Details: For further credit Sample Recipient XXXXXXXX Initiated by: User1 on Fri Nov 7 08:42:26 CST 200X Approved by: User2 on Fri Nov 7 08:44:26 CST 200X
\$1.00	Amount: \$1.00 PAR Number: 0X1107000322 Send Date: Friday, November 7, 200X Repeat Code: Wire 39 Credit Account: XXXXXXXX1234 - SAMPLE CO 1234 Details: For further credit Sample Recipient XXXXXXXX Initiated by: User1 on Fri Nov 7 08:42:26 CST 200X Approved by: User2 on Fri Nov 7 08:44:26 CST 200X
\$2.00	Amount: \$2.00 PAR Number: 0X1107000323 Send Date: Friday, November 7, 200X Repeat Code: Wire 40 Credit Account: XXXXXXXX1234 - SAMPLE CO 1234 Details: For further credit Sample Recipient XXXXXXXX Initiated by: User1 on Fri Nov 7 08:42:26 CST 200X Approved by: User2 on Fri Nov 7 08:44:26 CST 200X
\$9.34	Amount: \$9.34 PAR Number: 0X1107000324 Send Date: Friday, November 7, 200X Repeat Code: Wire 41 Credit Account: XXXXXXXX1234 - SAMPLE CO 1234 Details: For further credit Sample Recipient XXXXXXXX Initiated by: User1 on Fri Nov 7 08:42:26 CST 200X Approved by: User2 on Fri Nov 7 08:44:26 CST 200X
\$22.00	Amount: \$22.00 PAR Number: 0X1107000325 Send Date: Friday, November 7, 200X Repeat Code: Wire 42 Credit Account: XXXXXXXX1234 - SAMPLE CO 1234 Details: For further credit Sample Recipient XXXXXXXX Initiated by: User1 on Fri Nov 7 08:42:26 CST 200X Approved by: User2 on Fri Nov 7 08:44:26 CST 200X

\$101.00	Amount:	\$101.00
	PAR Number:	0X1107000326
	Send Date:	Friday, November 7, 200X
	Repeat Code:	Wire 43
	Credit Account:	XXXXXXXX1234 - SAMPLE CO 1234
	Details:	For further credit Sample Recipient XXXXXXXX
	Initiated by:	User1 on Fri Nov 7 08:42:26 CST 200X
	Approved by:	User2 on Fri Nov 7 08:44:26 CST 200X

Subtotal: 6 Incoming Internal Wire Transfer(s)
\$135.56

Customer Initiated Outgoing Fedwire

Dollar Amount	Transaction Details	
\$60,000.00	Approved By:	SampleUser1 on Fri November 07 16:54:16 CST 200X
	Beneficiary Bank:	1234567891 Main Bank
	Beneficiary Ref:	RFB FIELD*
	Credit Account:	XXXX00001234 FRB CITY
	Details:	For further credit Sample Recipient XXXXXXXX
	Fed Ref:	000123
	Initiated By:	SampleUser2 on Fri November 07 16:54:16 CST 200X
	OMAD:	34567
	Originator:	XXXX00001234 SAMPLE CO1234
	PAR Number:	0X1107000327
	Receiving Bank:	091000000 BANK STATE
	Repeat Code:	1234
	Send Date:	Friday, November 07, 200X
	Source:	SPT Control Number: 123456
\$40,000.00	Approved By:	SampleUser1 on Fri November 07 16:54:16 CST 200X
	Beneficiary Bank:	1234567891 Main Bank
	Beneficiary Ref:	RFB FIELD*
	Credit Account:	XXXX00001234 FRB CITY
	Details:	For further credit Sample Recipient XXXXXXXX
	Fed Ref:	001234
	Initiated By:	SampleUser2 on Fri November 07 16:54:16 CST 200X
	OMAD:	34567
	Originator:	XXXX00001234 SAMPLE CO1234
	PAR Number:	0X1107000328
	Receiving Bank:	091000000 BANK STATE
	Repeat Code:	1234
	Send Date:	Friday, November 07, 200X
	Source:	SPT Control Number: 123456

Subtotal: 2 Customer Initiated Outgoing Fed Wire(s)
\$100,000.00

Outgoing USD International**Dollar Amount Transaction Details**

\$11.00 Approved By: SampleUser1 on Fri November 07 16:54:16 CST 200X
Beneficiary Bank: FOREIGNBANK1234
Bank to Bank Info:
Beneficiary Ref:
Beneficiary: XX-123456 MODIFY INTL USD TEMPLAT
Details: For further credit Sample Recipient XXXXXXXX
Initiated By: SampleUser2 on Fri November 07 16:54:16 CST 200X
Intermediary Bank:
Originator: XXXX00001234 SAMPLE CO1234
PAR Number: 0X1107000329
Receiving Bank: 091000000 MAIN BANK
Send Date: Friday, November 07, 200X
Source: SPT Control Number: 123456
Swift Ref: IMT234567890
Value Date: Friday, November 07, 200X

Subtotal: 1 Outgoing USD International
\$11.00

Total Debits: 10
\$158,146.56

GRAND TOTALS

Opening Ledger Balance	\$7,551,044.80
Interim Ledger	\$11,450,964.83
Opening Collected Balance	\$1,237,959.88
Interim 1 Day Float	\$2,316.89
Interim 2 Day Float	\$0.00
Interim 3 + Day Float	\$0.00
Collected Balance + 1 Day Float	\$1,240,276.77
Number of Credits	15
Total Amount of Credits	\$4,057,796.59
Number of Debits	10
Total Amount of Debits	\$158,146.56

---End of Report---

Since this report includes items received but not yet posted, actual posting may differ due to corrections or additional activity.

DDA Checks Paid

Sample Company A

SinglePoint

Reported Activity as of 11/06/20XX

Printed on 11/07/20XX at 12:27 PM CST

**Account Number** 123456789012

Account Name Sample Account A

Bank Name US Bank MN

Date Paid	Check Number	Check Amount	Sequence Number
11/07/20XX	0000000535	\$2,459,926.23	0000061234
11/07/20XX	0000000401	\$2,450,086.17	0000221234
11/07/20XX	0000000968	\$2,278,886.43	0040361234
11/07/20XX	0000000461	\$2,253,091.16	0000061235
11/07/20XX	0000000535	\$1,964,966.78	0000221236
11/07/20XX	0000000422	\$1,746,118.21	0040312340
11/07/20XX	0000000288	\$1,588,795.56	0000061236
11/07/20XX	0000000281	\$1,320,924.38	0000221238
11/07/20XX	0000000104	\$1,128,046.44	0040263446
11/07/20XX	0000000289	\$977,287.92	0000061237
11/07/20XX	0000000277	\$872,994.10	0000221240
11/07/20XX	0000000239	\$793,506.19	0040214552
11/07/20XX	0000000156	\$719,361.08	0000061238
11/07/20XX	0000000133	\$618,343.01	0000221242
11/07/20XX	0000000115	\$602,868.35	0040165658
11/07/20XX	0000000324	\$587,548.03	0000061239
11/07/20XX	0000000336	\$535,469.55	0000221244
11/07/20XX	0000000108	\$511,145.78	0040116764
11/07/20XX	0000000383	\$490,428.47	0000061240
11/07/20XX	0000000111	\$479,409.31	0000221246
11/07/20XX	0000000347	\$390,856.48	0040067870
11/07/20XX	0000000109	\$368,039.62	0000061241
11/07/20XX	0000000318	\$340,014.87	0000221248
11/07/20XX	0000000265	\$334,147.74	0040018976
11/07/20XX	0000000256	\$321,064.51	0000061242
11/07/20XX	0000000344	\$286,186.49	0000221250
11/07/20XX	0000000212	\$280,554.46	0039970082
11/07/20XX	0000000095	\$278,764.06	0000061243
11/07/20XX	0000000341	\$276,876.51	0000221252
11/07/20XX	0000000043	\$246,098.81	0039921188
11/07/20XX	0000000180	\$183,073.84	0000061244
11/07/20XX	0000000187	\$178,557.57	0000221254
11/07/20XX	0000000187	\$178,557.57	0039872294
11/07/20XX	0000000187	\$178,557.57	0000061245
11/07/20XX	0000000187	\$178,557.57	0039823400
11/07/20XX	0000000187	\$178,557.57	0000061246
11/07/20XX	0000000216	\$175,081.14	0000221258
11/07/20XX	0000000069	\$172,437.30	0039774506
11/07/20XX	0000000069	\$172,437.30	0000061247
11/07/20XX	0000000170	\$169,779.69	0000221260
11/07/20XX	0000000173	\$168,977.40	0039725612
11/07/20XX	0000000195	\$151,077.93	0000061248
11/07/20XX	0000000119	\$150,091.81	0000221262
11/07/20XX	0000000186	\$144,903.45	0039676718
11/07/20XX	0000000098	\$129,563.45	0000061249
11/07/20XX	0000000082	\$127,400.67	0000221264
11/07/20XX	0000000119	\$122,049.26	0039627824

11/07/20XX	0000000125	\$120,085.68	0000061250
11/07/20XX	0000000058	\$108,361.06	0000221266
11/07/20XX	0000000119	\$103,941.85	0039578930
11/07/20XX	0000000132	\$103,747.71	0000061251
11/07/20XX	0000000085	\$98,080.00	0000221268
11/07/20XX	0000000142	\$95,049.18	0039530036
11/07/20XX	0000000110	\$80,160.15	0000061252
11/07/20XX	0000000113	\$77,177.69	0000221270
11/07/20XX	0000000107	\$75,649.99	0039481142
11/07/20XX	0000000041	\$70,902.04	0000061253
11/07/20XX	0000000076	\$70,537.77	0000221272
11/07/20XX	0000000105	\$61,591.49	0039432248
11/07/20XX	0000000055	\$61,557.91	0000061254
11/07/20XX	0000000064	\$60,736.84	0000221274
11/07/20XX	0000000042	\$54,039.26	0039383354
11/07/20XX	0000000039	\$54,036.24	0000061255
11/07/20XX	0000000031	\$49,466.10	0000221276
11/07/20XX	0000000043	\$46,537.26	0039334460
11/07/20XX	0000000040	\$46,017.48	0000061256
Totals:	66	\$31,699,143.49	

Account Number	123456789012
Account Name	Sample Account A
Bank Name	US Bank MN

Date Paid	Check Number	Check Amount	Sequence Number
11/07/20XX	0000000052	\$40,540.43	0000061258
11/07/20XX	0000000039	\$36,989.73	0000221282
11/07/20XX	0000000048	\$34,905.51	0039187778
11/07/20XX	0000000033	\$28,455.01	0000061259
11/07/20XX	0000000018	\$11,959.16	0000221284
11/07/20XX	0000000011	\$11,612.37	0039138884
Totals:	6	\$164,462.21	
Grand Totals:	72	\$31,863,605.70	

---End of Report---

Settlement Report

Reporting Level: Client Group & Chain

Level Value: 10 & 68

From Date: 01-MAY-2005

To Date: 07-MAY-2005

Download Options: [Microsoft Excel 97](#), [Comma Separated Value \(CSV\)](#)

Merchant No.	Business Name	Deposit Date	Paid by Merchant Services	Paid by Others	Total Deposited
4002367542	JUNCTION RIVER ELECTRICAL	5/7/2005	\$396.53	\$0.00	\$396.53
685400000088112	TALLULAH RIVER ELECTRIC	5/7/2005	\$475.73	\$0.00	\$475.73
4002317450	HOUSTON ELECTRICAL	5/6/2005	\$3,489.65	\$0.00	\$3,489.65
4002367542	JUNCTION RIVER ELECTRICAL	5/6/2005	\$5,356.39	\$63.24	\$5,419.63
685400000081569	TRI COUNTY EC FL	5/6/2005	\$1,512.58	\$0.00	\$1,512.58
685400000088112	TALLULAH RIVER ELECTRIC	5/6/2005	\$7,114.04	\$0.00	\$7,114.04
4002317450	HOUSTON ELECTRICAL	5/5/2005	\$3,293.82	\$0.00	\$3,293.82
4002367542	JUNCTION RIVER ELECTRICAL	5/5/2005	\$2,629.73	\$0.00	\$2,629.73
685400000079400	CATO ELECTRIC	5/5/2005	\$1,520.24	\$100.80	\$1,621.04
685400000088112	TALLULAH RIVER ELECTRIC	5/5/2005	\$6,065.69	\$0.00	\$6,065.69
4002317450	HOUSTON ELECTRICAL	5/4/2005	\$3,680.62	\$0.00	\$3,680.62
4002367542	JUNCTION RIVER ELECTRICAL	5/4/2005	\$3,615.38	\$0.00	\$3,615.38
685400000079400	CATO ELECTRIC	5/4/2005	\$1,503.66	\$214.59	\$1,718.25
685400000081539	TRI COUNTY EC FL	5/4/2005	\$1,513.17	\$0.00	\$1,513.17
685400000088112	TALLULAH RIVER ELECTRIC	5/4/2005	\$5,945.51	\$0.00	\$5,945.51
4002317450	HOUSTON ELECTRIC	5/3/2005	\$3,774.58	\$0.00	\$3,774.58
4002367542	JUNCTION RIVER ELECTRICAL	5/3/2005	\$3,608.50	\$0.00	\$3,608.50
685400000079400	CATO ELECTRIC	5/3/2005	\$2,883.08	\$0.00	\$2,883.08
685400000081569	TRI COUNTY EC FL	5/3/2005	\$1,686.10	\$0.00	\$1,686.10
685400000088112	TALLULAH RIVER ELECTRIC	5/3/2005	\$5,718.63	\$0.00	\$5,718.63
4002317450	HOUSTON ELECTRIC	5/2/2005	\$2,620.15	\$0.00	\$2,620.15
4002367542	JUNCTION RIVER ELECTRICAL	5/2/2005	\$4,137.89	\$0.00	\$4,137.89
685400000079400	CATO ELECTRIC	5/2/2005	\$2,364.24	\$0.00	\$2,364.24
685400000081569	TRI COUNTY EC FL	5/2/2005	\$1,184.29	\$0.00	\$1,184.29
685400000088112	TALLULAH RIVER ELECTRIC	5/2/2005	\$8,564.50	\$0.00	\$8,564.50
685400000079400	CATO ELECTRIC	5/1/2005	\$241.66	\$0.00	\$241.66
685400000081569	TALLULAH RIVER ELECTRIC	5/1/2005	\$1,321.28	\$0.00	\$1,321.28

Grand Total:

\$86,217.64

\$378.63

\$86,596.27

Batch Summary

Deposit Date: 05/04/2005

Merchant No: 685400000079400

Download Options: [Microsoft Excel 97](#), [Comma Separated Value \(CSV\)](#)

Deposit Date	Batch No.	Items	Paid By Mer. Services	Paid by Others	Total Deposited
5/4/2005	113	2	\$136.81	\$0.00	\$136.81
5/4/2005	109	2	\$261.13	\$0.00	\$261.13
5/4/2005	956	12	\$565.22	\$214.59	\$779.81
5/4/2005	105	3	\$193.85	\$0.00	\$193.85
5/4/2005	113	3	\$215.24	\$0.00	\$215.24
5/4/2005	210	2	\$131.41	\$0.00	\$131.41
Grand Total:			\$1,503.66	\$214.59	\$1,718.25

Batch Detail

Merchant No: 685400000079400

Batch Number: 956

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Card Type	Items	Sum of Sales	Sum of Credits	Net Total
AX	1	\$142.18	\$0.00	\$142.18
MC	2	\$95.24	(\$22.73)	\$72.51
VI	3	\$370.00	(\$27.96)	\$342.04
ECS	3	\$112.35	\$0.00	\$112.35
DB	2	\$38.32	\$0.00	\$38.32
DISC	1	\$72.41	\$0.00	\$72.41
<u>All Cards</u>	12	\$830.50	(\$50.69)	\$779.81

Transaction Summary

Merchant No: 685400000079400

Card Type: ALL

Download Options: [Microsoft Excel 97](#), [Comma Separated Value \(CSV\)](#)

Merchant No.	Store No.	Card Type	Card No.	Trans. Type	Trans. Amount	Trans. Date	Post Date	Auth. Code
685400000079400	0	AX	378574*****8008	Sale	\$142.18	5/4/2005	5/4/2005	244928
685400000079400	0	MC	443050*****8848	Sale	\$95.24	5/4/2005	5/4/2005	897676
685400000079400	0	MC	588880*****6634	Credit	(\$22.73)	5/4/2005	5/4/2005	D24976
685400000079400	0	VI	443050*****8848	Sale	\$126.00	5/4/2005	5/4/2005	897622
685400000079400	0	VI	588880*****6634	Sale	\$244.00	5/4/2005	5/4/2005	G28976
685400000079400	0	VI	443050*****8848	Credit	(\$27.96)	5/4/2005	5/4/2005	868676
685400000079400	0	ECS	588880*****6634	Sale	\$56.18	5/4/2005	5/4/2005	224976
685400000079400	0	ECS	443050*****8848	Sale	\$12.75	5/4/2005	5/4/2005	899576
685400000079400	0	ECS	588880*****6634	Sale	\$43.42	5/4/2005	5/4/2005	E24676
685400000079400	0	DB	943050*****8848	Sale	\$29.21	5/4/2005	5/4/2005	897679
685400000079400	0	DB	288880*****6634	Sale	\$9.11	5/4/2005	5/4/2005	D24886
685400000079400	0	DISC	643050*****8848	Sale	\$72.41	5/4/2005	5/4/2005	947676
Grand Total:					\$779.81			

Transaction Detail

Download Options: [Microsoft Excel 97](#), [Comma Separated Value \(CSV\)](#)

MPS Reference No:	44261097
Batch No:	11305050230
Transaction Reference No:	44261097
Merchant Batch:	113
Inv./Tkt. :	20620
Sales Tax Amount:	0
Cash back Amount:	.
Merchant Category Code:	4900
AVS Resp. Code:	N
Purchase Type:	Sale
Sales Tax Indicator:	N
Customer Code:	20620
Purchase Identification:	.
Expiration Date:	3-Jul
Auth Approval Code:	897676
POS Entry Mode:	K
Check No:	0
Bank Routing No:	0
Qualification:	UTILITY D
Card Class:	MC CHECK ACCESS CARD FOREIGN
Card Type:	MC
Mail Phone Indicator:	7
Market Indicator:	.
Custom Data1:	*70000206200

Authorization Detail

Auth. Amount	Account No	Auth. Response Code	Approval Code	Auth. Date	Auth. Time
\$95.24	443050*****8848	A	897676	5/24/2005	9:13:47

Settlement By Card Type

Reporting Level: Merchant

Level Value: 10 & 68

From Date: 01-MAY-2005

To Date: 07-MAY-2005

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Merchant No.	Store No.	Card Type	Deposit Date	Batch No.	Items	Sales Amount	Credit Amount	Net Total
9887946763	0	AX	5/9/2005	984	22	\$1,196.71	\$0.00	\$1,196.71
9887946763	0	DI	5/9/2005	984	8	\$516.62	\$0.00	\$516.62
9887946763	0	MC	5/9/2005	984	42	\$2,356.56	\$0.00	\$2,356.56
9887946763	0	VI	5/9/2005	984	162	\$9,482.45	\$0.00	\$9,482.45
9887946763	0	AX	5/10/2005	985	8	\$295.19	\$0.00	\$295.19
9887946763	0	DI	5/10/2005	985	2	\$103.39	\$0.00	\$103.39
9887946763	0	MC	5/10/2005	985	13	\$475.79	\$0.00	\$475.79
9887946763	0	VI	5/10/2005	985	31	\$1,423.94	\$0.00	\$1,423.94
9887946763	0	AX	5/12/2005	987	10	\$347.65	\$0.00	\$347.65
9887946763	0	AX	5/12/2005	986	12	\$740.64	\$0.00	\$740.64
9887946763	0	DC	5/12/2005	987	1	\$26.50	\$0.00	\$26.50
9887946763	0	DI	5/12/2005	987	3	\$121.37	\$0.00	\$121.37
9887946763	0	DI	5/12/2005	986	4	\$138.80	\$0.00	\$138.80
9887946763	0	MC	5/12/2005	986	15	\$725.18	\$0.00	\$725.18
9887946763	0	MC	5/12/2005	987	23	\$885.39	\$0.00	\$885.39
9887946763	0	VI	5/12/2005	987	43	\$1,864.95	\$0.00	\$1,864.95
9887946763	0	VI	5/12/2005	986	46	\$1,942.67	\$0.00	\$1,942.67
9887946763	0	AX	5/13/2005	988	23	\$1,471.11	\$0.00	\$1,471.11
9887946763	0	DC	5/13/2005	988	2	\$115.69	\$0.00	\$115.69
9887946763	0	DI	5/13/2005	988	4	\$125.34	\$0.00	\$125.34
9887946763	0	MC	5/13/2005	988	28	\$1,016.44	\$0.00	\$1,016.44
9887946763	0	VI	5/13/2005	988	63	\$2,662.70	\$0.00	\$2,662.70
9887946763	0	AX	5/14/2005	989	11	\$418.08	\$0.00	\$418.08
9887946763	0	DI	5/14/2005	989	2	\$165.30	\$0.00	\$165.30
9887946763	0	MC	5/14/2005	989	29	\$1,377.61	\$0.00	\$1,377.61
9887946763	0	VI	5/14/2005	989	108	\$4,448.49	\$0.00	\$4,448.49
9887946763	0	AX	5/15/2005	990	22	\$1,101.54	\$0.00	\$1,101.54
9887946763	0	DI	5/15/2005	990	7	\$226.37	\$0.00	\$226.37
9887946763	0	MC	5/15/2005	990	68	\$2,772.36	\$0.00	\$2,772.36
9887946763	0	VI	5/15/2005	990	170	\$7,386.58	\$0.00	\$7,386.58
9887946763	0	AX	5/16/2005	991	19	\$906.29	\$0.00	\$906.29
9887946763	0	DI	5/16/2005	991	3	\$304.84	\$0.00	\$304.84
9887946763	0	MC	5/16/2005	991	50	\$2,373.55	\$0.00	\$2,373.55
9887946763	0	VI	5/16/2005	991	138	\$5,772.63	\$0.00	\$5,772.63
9887946763	0	AX	5/17/2005	992	9	\$280.00	\$0.00	\$280.00
9887946763	0	DI	5/17/2005	992	2	\$64.37	\$0.00	\$64.37
9887946763	0	MC	5/17/2005	992	21	\$992.60	\$0.00	\$992.60
9887946763	0	VI	5/17/2005	992	47	\$1,923.89	\$0.00	\$1,923.89
9887946763	0	AX	5/18/2005	993	7	\$284.34	\$0.00	\$284.34

Qualification Transaction Summary

Reporting Level: Merchant
Level Value: 9508151612
From Date: 01-MAY-2005
To Date: 01-JUN-2005

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Cardholder Number	Best Expected Rate	Card Type/Class	Actual Qual Rate	Transaction Amount	Transaction Date	Transaction Type	Downgrade Reason Description
401663*****1666	CPS RETAIL	VI	US COMM L3	\$20.99	5/16/2005	Sale	POS ENTRY NOT COMPLETE MAG STRPE
401611*****3196	CPS RETAIL	VI	US COMM L2	\$33.38	5/3/2005	Sale	INVALID CARDHOLDER ID
				\$47.09	5/23/2005	Sale	INVALID POS TERMINAL CAPABILITY
510776*****8885	MERIT 1 D	MC	STANDARD D	\$34.26	5/21/2005	Sale	INVALID BANKNET DATE
558862*****1536	FACE-FACE	MC	C DATA I	\$2,120.63	5/20/2005	Sale	POS ENTRY CODE NOT FACE-TO-FACE
451663*****8102	CPS RETAIL	VI	CORP STND	\$20.00	5/29/2005	Sale	MISSING VALIDATION CODE
							INVALID MERCHANT SIC CODE
							AUTH DATE TIMELINESS
							INVALID AUTH CHAR INDICATOR
							MISSING TRANSACTION ID
							POS ENTRY NOT COMPLETE MAG STRPE

Qualification Transaction Detail

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Account Number:	547206*****1024
Merchant ID:	9008151612
Authorization Amount:	20.99
Authorization Date:	5/16/2005
Authorization Time:	16:03:04
Authorization Response Code:	A
Authorization Approval Code:	58116
Authorization Source:	5
Auth Char Indicator (ACI):	E
AVS Resp. Code:	.
Purchase Type:	Sale
Merchant Class Type:	Retail
Sales Tax Indicator:	.
Sales Tax Amount:	.
Cardholder ID:	401663*****1666
Merchant Category Code:	5541
POS Entry Mode:	S
POS Terminal Indicator:	.
Transaction Type:	Sale
VISA Tran ID:	15136721837636
VISA Validation Code:	8376
MC Banknet Ref No:	.
MC Banknet Ref Date:	

Downgrades By Interchange Level

Reporting Level: Merchant

Level Value: 9508151612

From Date: 01-MAY-2005

To Date: 01-JUN-2005

Download Options: [Microsoft Excel 97, Comma Separated Value \(CSV\)](#)

Card Class	Qualification Level	\$ Trans	No. of Trans	Percent of Trans
MASTERCARD COMMERCIAL	C DATA I	\$3,175.18	38	100.00%
Sub-Total: MASTERCARD COMMERCIAL		\$3,175.18	38	100.00%
MASTERCARD PRESENT	MERIT I	\$84.22	1	100.00%
Sub-Total: MASTERCARD PRESENT		\$84.22	1	100.00%
VISA CARD NOT PRESENT	EIRF	\$8,001.86	71	100.00%
Sub-Total: VISA CARD NOT PRESENT		\$8,001.86	71	100.00%
VISA CARD PRESENT	EIRF	\$347.81	2	0.21%
	REWARDS 1	\$99,556.62	966	99.79%
Sub-Total: VISA CARD PRESENT		\$99,904.43	968	100.00%
VISA COMMERCIAL	COMM ELEC	\$4,850.35	41	97.62%
	CORP STND	\$115.49	1	2.38%
Sub-Total: VISA COMMERCIAL		\$4,965.84	42	100.00%
VISA DEBIT CARD NOT PRESENT	EIRF D	\$4,167.30	53	100.00%
Sub-Total: VISA DEBIT CARD NOT PRESENT		\$4,167.30	53	100.00%
Grand Total:		\$120,298.83	1,173	

Reporting Level: Merchant
Level Value: 4230700088
From Date: 01-MAY-2005
To Date: 01-JUN-2005
Card Class: VISA CHECK ACCESS CARD FOREIGN
Total Transactions: 9
Total Amount: \$132.21

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Reason Downgraded	% Trans	# Trans	\$ Trans
AUTH DATE TIMELINESS	11.11%	1	\$14.69
INVALID AUTH CHAR INDICATOR	11.11%	1	\$14.69
INVALID AUTHORIZATION AMOUNT	11.11%	1	\$14.69
INVALID CARDHOLDER ID	11.11%	1	\$14.69
INVALID MOTO MAIL-PHONE CODE	11.11%	1	\$14.69
MISSING PURCHASE ID	11.11%	1	\$14.69
MISSING TELEPHONE NUMBER	11.11%	1	\$14.69
MISSING TRANSACTION ID	11.11%	1	\$14.69
MISSING VALIDATION CODE	11.11%	1	\$14.69

Interchange Qualification Summary

Reporting Level: Merchant

Level Value: 9508151612

From Date: 01-MAY-2005

To Date: 01-JUN-2005

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Card Type	Interchange Level	No. of Transactions	Net Sales	Average Ticket	Percent of Trans
MASTER	C DATA I	38	\$3,175.18	\$83.56	1.28%
	CORP INTL	1	\$34.13	\$34.13	0.03%
	INTL ELEC	75	\$8,665.60	\$115.54	2.54%
	INTL STND	2	\$163.83	\$81.92	0.07%
	KEY ENTE D	27	\$2,296.11	\$85.04	0.91%
	KEY ENTERD	29	\$2,884.76	\$99.47	0.98%
	MC REF G3D	78	\$7,236.41	\$92.77	2.64%
	MC REFCON4	215	\$19,522.78	\$90.80	7.27%
	MC REFCRP2	5	\$297.80	\$59.56	0.17%
	MCW KEYED	3	\$129.55	\$43.18	0.10%
	MCW MERIT3	499	\$59,275.90	\$118.79	16.87%
	MERIT 3 D	838	\$68,344.90	\$81.56	28.33%
	MERIT I	1	\$84.22	\$84.22	0.03%
	MERIT III	1,147	\$114,447.14	\$99.78	38.78%
Sub-Total: MASTER		2,958	\$286,558.31	\$1,170.32	100.00%
VISA	COMM ELEC	41	\$4,850.35	\$118.30	0.83%
	CORP STND	1	\$115.49	\$115.49	0.02%
	CPS RETAIL	1,275	\$133,938.17	\$105.05	25.80%
	CR CONS D	149	\$11,597.53	\$77.84	3.01%
	EIRF	73	\$8,349.67	\$114.38	1.48%
	EIRF D	53	\$4,167.30	\$78.63	1.07%
	RETAIL D	2,096	\$168,484.88	\$80.38	42.41%
	REWARDS 1	966	\$99,556.62	\$103.06	19.55%
	US CR COMM	2	\$247.00	\$123.50	0.04%
	US CR CONS	286	\$25,348.10	\$88.63	5.79%
Sub-Total: VISA		4,942	\$456,655.11	\$1,005.26	100.00%

Grand Total: **7,900** **\$743,213.42** **\$2,175.58**

Chargeback List

Reporting Level: Client Group & Chain

Level Value: 3 & 99999

From Date: 01-FEB-2006

To Date: 16-FEB-2006

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Case ID	Account No.	Usage Code/Desc.	Status	Merchant Name	Store No.	Merchant ID	Financial Action Amount	Financial Action	Financial Action Date	Transaction Date	Response Expiration	Days Left To Respond	Reason Code	Reason Code Desc.
1985277895	536225*****3980	First Chargeback	Pending	SPORTS TIME AT THE GROVE	342	6548874656	\$330.13	Debit	2/9/2006	1/3/2006	3/25/2006	44	4837	No Cardholder Authorization
1985187763	518338*****5500	First Chargeback	Reversed	SPORTS TIME AT THE GROVE	342	6548874656	(\$216.50)	Credit	2/7/2006	10/6/2005	2/26/2006	19	4837	No Cardholder Authorization
1985256985	536225*****3980	First Chargeback	Reversed	SPORTS TIME SUGAR MILLS	224	6547943182	(\$318.49)	Credit	2/7/2006	11/25/2005	3/19/2006	40	4837	No Cardholder Authorization
1985256985	518338*****5500	First Chargeback	Pending	SPORTS TIME SUGAR MILLS	224	6547943182	\$318.49	Debit	2/3/2006	11/25/2005	3/19/2006	44	4837	No Cardholder Authorization
1985165398	536225*****3980	First Chargeback	Reversed	SEVIERVILLE FACTORY STORE	247	6543215345	(\$21.89)	Credit	2/13/2006	10/13/2005	2/19/2006	6	82	Duplicate Processing
1985251693	518338*****5500	First Chargeback	Reversed	PARK CITY FACTORY STORE	62	6543218528	(\$232.79)	Credit	2/3/2006	11/27/2005	3/18/2006	43	4837	No Cardholder Authorization
1985251693	536225*****3980	First Chargeback	Pending	PARK CITY FACTORY STORE	62	6543218528	\$232.79	Debit	2/2/2006	11/27/2005	3/18/2006	44	4837	No Cardholder Authorization
1985061789	518338*****5500	First Chargeback	Reversed	SARASOTA FACTORY STORE	63	6543218582	(\$291.68)	Credit	2/3/2006	11/25/2005	3/16/2006	41	81	Fraud-Card Present Environment
1985288323	536225*****3980	First Chargeback	Pending	CAMARILLO FACTORY STORE	64	6543218494	\$123.30	Debit	2/13/2006	12/17/2005	3/28/2006	43	4837	No Cardholder Authorization
1985988877	518338*****5500	First Chargeback	Reversed	GROVE CITY FACTORY STORE	65	6543218486	(\$309.94)	Credit	2/3/2006	10/12/2005	3/14/2006	39	4837	No Cardholder Authorization
1985207123	536225*****3980	First Chargeback	Reversed	NAPLES FACTORY STORE	67	6543218468	(\$316.86)	Credit	2/3/2006	12/1/2005	3/5/2006	30	4837	No Cardholder Authorization
1985277103	518338*****5500	First Chargeback	Reversed	CLINTON FACTORY STORE	68	6543218452	(\$16.95)	Credit	2/3/2006	12/17/2005	3/16/2006	41	4834	Duplicate Processing
1985268607	601100*****1300	First Chargeback	Pending	VACAVILLE FACTORY STORE	72	6543218411	\$214.70	Debit	2/8/2006	12/28/2005	3/18/2006	38	UA	Unauthorized Purchase
1985139181	518338*****5500	First Chargeback	Pending	CASTLE ROCK FACTORY STORE	73	6543218483	\$400.00	Debit	2/6/2006	12/21/2005	3/20/2006	42	81	Fraud-Card Present Environment
1985139180	536225*****3980	First Chargeback	Pending	CASTLE ROCK FACTORY STORE	73	6543218483	\$400.00	Debit	2/6/2006	12/21/2005	3/20/2006	42	81	Fraud-Card Present Environment
1985139176	518338*****5500	First Chargeback	Pending	CASTLE ROCK FACTORY STORE	73	6543218483	\$372.90	Debit	2/6/2006	12/21/2005	3/20/2006	42	81	Fraud-Card Present Environment
1985075379	536225*****3980	First Chargeback	Reversed	TUCSON FACTORY STORE	75	6543218387	(\$306.18)	Credit	2/7/2006	10/31/2005	2/24/2006	17	81	Fraud-Card Present Environment
1985277126	518338*****5500	First Chargeback	Reversed	NORTH BEND FACTORY STORE	76	6543218379	(\$216.74)	Credit	2/7/2006	1/21/2006	3/17/2006	38	4837	No Cardholder Authorization
1985277126	536225*****3980	First Chargeback	Pending	NORTH BEND FACTORY STORE	76	6543218379	\$216.74	Debit	2/2/2006	1/21/2006	3/17/2006	43	4837	No Cardholder Authorization
1985257989	518338*****5500	First Chargeback	Pending	BOSTON SPORTS TIME	82	6543218328	\$150.00	Debit	2/6/2006	1/4/2006	3/19/2006	41	4808	Requested/Required Authorization Not Obtained
1985037238	536225*****3980	First Chargeback	Reversed	BOSTON SPORTS TIME	82	6543218328	(\$470.00)	Credit	2/13/2006	11/12/2005	3/10/2006	25	81	Fraud-Card Present Environment
1985288322	518338*****5500	First Chargeback	Pending	NEW YORK SPORTS TIME	84	6543218296	\$309.94	Debit	2/13/2006	12/30/2005	3/28/2006	43	4837	No Cardholder Authorization
1985287057	536225*****3980	First Chargeback	Pending	NEW YORK SPORTS TIME	84	6543218296	\$495.93	Debit	2/13/2006	1/21/2006	3/27/2006	42	4837	No Cardholder Authorization
1985279766	518338*****5500	First Chargeback	Reversed	NEW YORK SPORTS TIME	84	6543218296	(\$162.56)	Credit	2/16/2006	11/19/2005	3/26/2006	38	4837	No Cardholder Authorization

Chargeback Detail

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Merchant Information

Merchant ID:	6548874656
Merchant Name:	SPORTS TIME AT THE GROVE
Store No. :	342
DDA:	.

Transaction Information

Transaction Amount:	\$330.13
Transaction (Auth) Date:	1/3/2006
Account No.:	536225*****3980
Credit Card Type:	MC
Issuing Bank:	CITIBANK N.A.
Airline Ticket No. :	.
ARN No.:	55417346004690042999999
Authorization Code:	11062B

Case Information

Case ID:	1007522275
Usage Code/Desc. :	First Chargeback
Response Status:	Pending
Case Created:	2/9/2006
Case Age:	-8
Response Expiration:	3/15/2006
Days Left To Respond:	26
Debit/Credit Amount:	\$330.13
Financial Action Date:	2/9/2006
Financial Status:	Posted
Financial Action:	Debit
Chargeback Critical Date:	3/25/2006
Reason Code:	4837
Reason Code Desc. :	No Cardholder Authorization

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Chargeback Profile

Reporting Level: Client Group & Chain

Level Value: 3 & 99999

From Date: 01-MAY-2005

To Date: 01-JUN-2005

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Card Type	Description	Reason Code	Count	Amount	Percent
MASTER	Account Number Not on File	4812	2	\$262.30	14.29%
	Non-Receipt of Merchandise	4855	2	\$631.02	14.29%
	No Cardholder Authorization	4837	8	\$4,104.15	57.14%
	Cardholder Does Not Recognize-Potential Fraud	4863	1	\$5,972.99	7.14%
	Requested/Required Authorization Not Obtained	4808	1	\$1,609.14	7.14%
Sub-Total: MASTER			14	\$12,579.60	100.00%
VISA	Credit not Processed	85	2	\$134.43	15.38%
	Illegible Fulfillment	60	1	\$76.34	7.69%
	Transaction Not Recognized	75	1	\$54.69	7.69%
	Pre-Arbitration/Arbitration	97	1	\$21.52	7.69%
	Fraud-Card Absent Environment	83	1	\$358.52	7.69%
	Fraud-Card Present Environment	81	3	\$1,499.91	23.08%
	Fraudulent Transaction-Card Absent Environment	83	4	\$703.55	30.77%
Sub-Total: VISA			13	\$2,848.96	100.00%

Grand Total

27

\$15,428.56

Retrieval List

Reporting Level: Client Group & Chain

Level Value: 3 & 99999

From Date: 01-MAY-2005

To Date: 01-JUN-2005

Download Options: [Microsoft Excel 97, Comma Separated Value \(CSV\)](#)

Case ID	Card Number	Ticket Number	Status	Merchant No	Store No.	Retrieval Amount	Retrieval Date	Transaction Date	Transaction Amount	Fulfilled Date	Expire Date	Sub Copy Provided By Bank?
1004597463	438854*****8532		Pending	9608078479	38	\$162.11	5/28/2005	5/11/2005	\$162.11		6/25/2005	N
1004597462	438857*****0941		Pending	9608078478	14	\$180.20	5/28/2005	5/8/2005	\$180.20		6/25/2005	N
1004597452	438857*****0941		Pending	9608078478	14	\$211.99	5/28/2005	5/8/2005	\$211.99		6/25/2005	N
1004580102	546616*****4271		Fulfilled	9608078478	14	\$40.70	5/21/2005	5/6/2005	\$40.70	5/27/2005	6/19/2005	Y
1004534058	487309*****2312		Fulfilled	9608078478	14	\$234.90	5/5/2005	4/21/2005	\$234.90	5/26/2005	6/2/2005	Y
1004600157	435688*****0757		Pending	9608078404	25	\$647.96	5/31/2005	5/10/2005	\$647.96		6/26/2005	N
1004586614	446539*****4296		Fulfilled	9608078770	56	\$743.73	5/25/2005	8/11/2004	\$743.73	5/25/2005	6/22/2005	Y
1004570853	414720*****3564		Fulfilled	9608078770	56	\$66.24	5/18/2005	4/20/2005	\$66.24	5/27/2005	6/15/2005	Y
1004534057	438852*****2972		Fulfilled	9608078764	18	\$45.80	5/5/2005	4/3/2005	\$45.80	5/26/2005	6/2/2005	Y
1004534056	438852*****2972		Fulfilled	9608078764	18	\$38.94	5/5/2005	4/3/2005	\$38.94	5/27/2005	6/2/2005	Y
1004522742	546638*****4305		Fulfilled	9608078297	49	\$324.67	5/3/2005	4/13/2005	\$324.67	5/19/2005	5/29/2005	Y
1004534055	426688*****4888		Fulfilled	9608078116	27	\$73.50	5/5/2005	4/9/2005	\$73.50	5/26/2005	6/2/2005	Y
1004519296	546630*****8573		Fulfilled	9608078099	34	\$176.66	5/3/2005	4/12/2005	\$176.66	5/19/2005	5/28/2005	Y
1004534054	541712*****0138		Fulfilled	9608078067	32	\$115.90	5/5/2005	12/20/2004	\$115.90	5/26/2005	6/3/2005	Y
1004536856	432378*****8504		Fulfilled	9116977971	86	\$279.07	5/6/2005	5/1/2005	\$279.07	5/19/2005	6/3/2005	Y

Retreival Detail

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<u>Merchant Information</u>		<u>Case Information</u>	
Merchant ID:	9504227466	Case ID:	1005274904
Merchant Name:	SPORTS TIME AT THE COURT	Usage Code/Desc. :	Retrieval
Store No. :	38	Response Status:	Pending
<u>Transaction Information</u>		Presentation Status:	PENDED
Transaction Amount:	\$162.11	Case Created:	5/27/2005
Transaction (Auth) Date:	5/11/2006	Retrieval Age:	-5
Account No.:	438854*****8532	Response Expiration:	6/25/2006
Credit Card Type:	VI	Retrieval Critical Date:	6/25/2006
Issuing Bank:	CITIBANK N.A.	Days Left To Respond:	24
Airline Ticket No. :	.	Fulfilled Date:	
ARN No. :	55417346004690042999999	Retrieval Amount:	\$162.11
Authorization Code :	11062B	Reason Code:	33
		Reason Code Desc. :	FRAUD ANALYSIS REQUEST

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Retrieval Profile

Reporting Level: Client Group & Chain

Level Value: 3 & 99999

From Date: 01-MAY-2005

To Date: 01-JUN-2005

Download Options: [Microsoft Excel 97, Comma Separated Value \(CSV\)](#)

Card Type	Description	Reason Code	Count	Amount	Percent of Total Amount
MASTER	Verify Signature	6341	2	\$501.33	76.20%
	Trans Not Recognized	6321	2	\$156.60	23.80%
Sub-Total: MASTER			4	\$657.93	100.00%
VISA	CARDHOLDER REQUEST	30	1	\$743.73	27.71%
	FRAUD ANALYSIS REQUEST	33	10	\$1,940.71	72.29%
Sub-Total: VISA			11	\$2,684.44	100.00%

Grand Total

15

\$3,342.37

Location Profile List

Reporting Level: Client Group & Chain

Level Value: 3 & 99999

Download Options: [Microsoft Excel 97, Comma Separated Value \(CSV\)](#)

Merchant No.	Store No.	Account Status	Status As Of	Opened	Last Active	Last Sale
8333419453	87	Open	11/16/2004	1/2/2004	5/30/2005	5/30/2005
8331223349	82	Open	2/15/2005	4/9/2004	5/30/2005	5/30/2005
8331378414	89	Open	2/15/2005	5/28/2004	5/30/2005	5/30/2005
8331378448	90	Open	12/7/2004	5/28/2004	5/30/2005	5/30/2005
8331378497	91	Open	11/22/2004	5/28/2004	5/30/2005	5/30/2005
8331378735	92	Open	11/8/2004	5/28/2004	5/30/2005	5/30/2005
8331378739	93	Open	5/17/2005	6/2/2004	5/30/2005	5/30/2005
8331378754	94	Open	4/12/2005	5/28/2004	5/30/2005	5/30/2005
8331783873	94	Closed	4/5/2005	9/30/2004		
8332234947	94	Open	3/29/2005	1/20/2005		
8332295585	95	Open	5/10/2005	2/16/2005	5/30/2005	5/30/2005
8332334938	101	Open	3/29/2005	2/18/2005		
4115437844	83	Open	11/8/2004	6/9/2003	5/30/2005	5/30/2005
4115437415	84	Open	11/8/2004	6/9/2003	5/30/2005	5/30/2005
4115437423	85	Open	11/8/2004	6/9/2003	5/30/2005	5/30/2005
4115437431	86	Open	11/8/2004	6/9/2003	5/30/2005	5/30/2005
4537555324	770	Closed	4/15/2003	11/15/2002		
4537555334	770	Open	3/14/2005	12/28/2001	5/26/2005	5/26/2005
4538337885	11	Open	6/7/2004	12/28/2001	5/30/2005	5/30/2005
4538337451	10	Closed	4/15/2003	11/15/2002		
4538337448	10	Closed	3/14/2005	12/28/2001	5/27/2005	5/27/2005
4538337444	180	Closed	4/15/2003	11/15/2002		
4538337474	180	Open	3/14/2005	12/28/2001	5/27/2005	5/27/2005
4538337477	0	Closed	4/15/2003	11/15/2002		
4538337484	0	Closed	8/8/2003	12/20/2001		
4538337442	64	Open	4/28/2004	12/28/2001	5/30/2005	5/30/2005
4538338338	54	Open	4/26/2004	12/20/2001	5/30/2005	5/30/2005
4538338314	41	Open	4/26/2004	12/20/2001	5/30/2005	5/30/2005
4538338324	33	Open	3/14/2005	12/28/2001	5/30/2005	5/30/2005
4538338332	55	Open	4/26/2004	12/20/2001	5/30/2005	5/30/2005
4538338343	45	Open	4/26/2004	12/20/2001	5/30/2005	5/30/2005
4538338357	32	Open	3/14/2005	12/28/2001	5/30/2005	5/30/2005
4538338345	62	Open	4/26/2004	12/28/2001	5/30/2005	5/30/2005
4538338373	57	Open	4/26/2004	12/20/2001	5/30/2005	5/30/2005
4538338381	37	Open	4/26/2004	12/28/2001	5/30/2005	5/30/2005
4538338344	34	Open	3/14/2005	12/28/2001	5/30/2005	5/30/2005
4538338115	27	Open	4/26/2004	12/28/2001	5/30/2005	5/30/2005
4538338123	26	Open	3/14/2005	12/28/2001	5/30/2005	5/30/2005
4538338131	73	Open	4/26/2004	12/20/2001	5/30/2005	5/30/2005
4538338144	66	Open	4/26/2004	12/28/2001	5/30/2005	5/30/2005
4538338154	60	Open	4/26/2004	1/23/2002	5/30/2005	5/30/2005
4538338144	58	Open	4/26/2004	12/20/2001	5/30/2005	5/30/2005

Location Detail

[Download Options: Text \(Will likely open in Microsoft Word\)](#)

DBA Address:

DBA Name:	SPORTS NO 97 HENDERSON
Street Address 1:	5555 VILLAGE WALK DRIVE
Street Address 2:	
Attention:	.
City:	HENDERSON
State:	NV
Zip:	99999
Phone:	555-555-5555
Fax:	555-555-5555

Billing Address:

DBA Name:	RUSSELL PAQUETTE - #97 HENDERSON
Street Address 1:	PO BOX 1939
Street Address 2:	.
Attention:	RUSSELL PAQUETTE - #97 HENDERSON
City:	SUMNER
State:	WA
Zip:	99999-9999
Phone:	555-555-5555
Fax:	.

Chargeback Address:

DBA Name:	JANE DOE
Street Address 1:	6750 S 555TH ST
Street Address 2:	.
Attention:	JANE DOE
City:	KENT
State:	WA
Zip:	99999-9999
Phone:	555-555-5555
Fax:	555-555-5555

AMEX No:	5258278531
Discover No:	5599588979
Diners Club No:	.
JCB No:	9555519653
Settle Method:	EDC
Mer Class Type:	NATIONAL ACCOUNT
Transferred From Merchant #:	.
As Of:	.
Transferred From Chain No:	.
As Of:	.
Transferred From Merchant #:	.
As Of:	.
Transferred From Chain No:	.
As Of:	.

Equipment Shipping Report

<u>Date</u>	<u>Carrier</u>	<u>Tracking #</u>
4/29/2005	UPS Ground	18868836766
1/19/2005	UPS Ground	18868836766
12/15/2004	UPS Ground	18868836766
11/1/2004	UPS Ground	18868836766
4/18/2003	UPS Next Day Air	18868836766
3/27/2002	UPS Ground	18868836766

BIN / ICA Look Up

This page provides you with information to help you look up information about a specific bank. Enter a six-digit BIN or ICA number (the first six numbers of the card) and then click the "Submit" button. Your information will then appear on-screen.

BIN or ICA number

Submit

Center Name:

BANK OF AMERICA, NATIONAL ASSOCIATION

Mailing Address:

BANK OF AMERICA N.A.
NATIONAL VCC/POS CLAIMS
1825 E. BUCKEYE ROAD AZ9-503-01-19
PHOENIX , AZ 85034-4216

Chargeback Address:

BANK OF AMERICA N.A.
NATIONAL VCC/POS CLAIMS
1825 E. BUCKEYE ROAD AZ9-503-01-19
PHOENIX , AZ 85034-4216

Retrieval Address:

BANK OF AMERICA N.A.
NATIONAL VCC/POS CLAIMS
1825 E. BUCKEYE ROAD
PHOENIX , AZ 85034-4216

Center Manager Contact:

DAILEY JIM
(404) 724-8867

Security Contact:

BANK OF AMERICA
.

Accounting Contact:

BANK OF AMERICA N.A.
602-597-7716

Customer Service Contact:

.

After Hours Contact:

.



7300 CHAPMAN HWY
KNOXVILLE, TN 37920



Merchant Billing Statement

Cycle: CUTOFF

Statement Date: 07/31/2016

Store Number: 0000000000

Merchant Number: 0000008021391167

Chain Number: 16013

DBA Name: CO SPOKANE ACCELA PERMITS



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CITY OF SPOKANE
ATTN ELLEN DOLAN
CO SPOKANE ACCELA PERMITS
808 W SPOKANE FALLS BLVD
SPOKANE WA 99201-3333

Client Group: 00003
Principal Chain: 16012
Parent Chain: 16013
Parent Entity: 61305

Page

Your Resources For Help

For customer service, please call 800-334-1941

Summary

	<u>Number of Items</u>	<u>Dollar Amounts</u>	<u>Fee/Charges Category</u>	<u>Fee Summary</u>
Sales	1,659	638,637.21	Credit Card Processing Charges	14,082.60
Returns	6	3,517.30	Card Association Fees	871.51
Net Sales	1,665	635,119.91	Other Fees	57.00
Chargebacks	0	0.00	Total Charges and Fees	15,011.11
Adjustments	0	0.00		
Convenience Adjustments	0	0.00		
Total Sales	1,665	635,119.91		

Charges and Fees have been posted to Account #: XXXXXXXX6060

Volume Recap

	----Sales----		----Credits----		----Net Sales----		
Card Type	Item Count	Amount	Item Count	Amount	Amount	Discount Paid	Per Item Paid
DISC	5	922.00	0	0.00	922.00	14.59	0.90
M/C	304	54,476.74	2	518.50	53,958.24	971.58	70.94
VISA	1350	583,238.47	4	2,998.80	580,239.67	12,732.73	291.86

Deposits

Batch Date	Settlement Date	Reference Number	Batch Number	Card Type	Paid by Merchant Payment Services	Paid by Others	Total Batch Amount
07/01/16	07/01/16	12183888029	0000563	BATCH	41,319.15	0.00	41,319.15
				VISA	40,222.15	0.00	
				M/C	1,097.00	0.00	
07/01/16	07/01/16	17183915930	0000151	BATCH	21,550.35	0.00	21,550.35
				VISA	21,288.85	0.00	
				M/C	261.50	0.00	
07/01/16	07/01/16	27183416832	0000096	BATCH	3,514.00	0.00	3,514.00
				VISA	3,152.00	0.00	
				M/C	362.00	0.00	
07/01/16	07/01/16	27183416837	0000152	BATCH	478.50	0.00	478.50
				VISA	222.50	0.00	
				M/C	256.00	0.00	
07/01/16	07/01/16	28183811582	0000155	BATCH	119.50	0.00	119.50
				VISA	119.50	0.00	
07/02/16	07/02/16	13184131700	0000564	BATCH	14,527.75	0.00	14,527.75
				VISA	13,472.25	0.00	
				M/C	1,055.50	0.00	
07/02/16	07/03/16	13185201560	0000565	BATCH	701.00	0.00	701.00
				VISA	100.00	0.00	



7300 CHAPMAN HWY
KNOXVILLE, TN 37920

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Merchant Billing Statement

Statement Date: 07/31/2016
Store Number: 0000000000
Merchant Number: 0000008021391167
Chain Number: 16013
DBA Name: CO SPOKANE ACCELA PERMITS

Page

Deposits

(continued)

Batch Date	Settlement Date	Reference Number	Batch Number	Card Type	Paid by Merchant Payment Services	Paid by Others	Total Batch Amount
				M/C	601.00	0.00	
07/04/16	07/05/16	12187678210	0000566	BATCH	301.00	0.00	301.00
				VISA	301.00	0.00	
07/05/16	07/05/16	16187442140	0000097	BATCH	577.00	0.00	577.00
				VISA	305.50	0.00	
				M/C	271.50	0.00	
07/05/16	07/05/16	17187824467	0000124	BATCH	7,432.65	0.00	7,432.65
				VISA	1,684.15	0.00	
				M/C	5,748.50	0.00	
07/06/16	07/06/16	13188334922	0000567	BATCH	6,545.50	0.00	6,545.50
				VISA	5,569.00	0.00	
				M/C	976.50	0.00	
07/06/16	07/07/16	13189169883	0000568	BATCH	26,590.00	0.00	26,590.00
				VISA	25,738.50	0.00	
				M/C	851.50	0.00	
07/06/16	07/06/16	26188285580	0000125	BATCH	5,751.50	0.00	5,751.50
				VISA	5,651.50	0.00	
				M/C	100.00	0.00	
07/06/16	07/06/16	26188380176	0000098	BATCH	1,856.05	0.00	1,856.05
				VISA	1,279.05	0.00	
				M/C	577.00	0.00	
07/06/16	07/06/16	27188753844	0000153	BATCH	3,253.00	0.00	3,253.00
				VISA	2,163.00	0.00	
				M/C	1,010.00	0.00	
				DISC	80.00	0.00	
07/07/16	07/08/16	13190084958	0000569	BATCH	32,738.50	0.00	32,738.50
				VISA	30,524.00	0.00	
				M/C	2,214.50	0.00	
07/07/16	07/07/16	26189417875	0000099	BATCH	1,449.00	0.00	1,449.00
				VISA	1,333.50	0.00	
				DISC	115.50	0.00	
07/07/16	07/07/16	26189417881	0000154	BATCH	4,546.00	0.00	4,546.00
				VISA	3,803.00	0.00	
				M/C	743.00	0.00	
07/07/16	07/07/16	27189800225	0000126	BATCH	3,432.30	0.00	3,432.30
				VISA	3,432.30	0.00	
07/07/16	07/07/16	27189800232	0000156	BATCH	1,250.50	0.00	1,250.50
				VISA	1,214.50	0.00	
				M/C	36.00	0.00	
07/08/16	07/08/16	26190530800	0000100	BATCH	492.00	0.00	492.00
				VISA	492.00	0.00	
07/08/16	07/08/16	26190530805	0000127	BATCH	601.50	0.00	601.50
				M/C	601.50	0.00	
07/08/16	07/08/16	26190530808	0000155	BATCH	3,779.05	0.00	3,779.05
				VISA	3,227.55	0.00	
				M/C	551.50	0.00	
07/08/16	07/08/16	26190530815	0000157	BATCH	2,380.00	0.00	2,380.00
				VISA	1,745.50	0.00	
				M/C	634.50	0.00	
07/09/16	07/09/16	12191913696	0000570	BATCH	7,294.50	0.00	7,294.50
				VISA	6,593.50	0.00	
				M/C	701.00	0.00	
07/09/16	07/10/16	13192176970	0000571	BATCH	185.00	0.00	185.00
				VISA	140.00	0.00	
				M/C	45.00	0.00	
07/10/16	07/11/16	12193745604	0000572	BATCH	1,265.50	0.00	1,265.50
				M/C	1,265.50	0.00	
07/11/16	07/11/16	16193830719	0000101	BATCH	2,451.00	0.00	2,451.00
				VISA	2,451.00	0.00	
07/11/16	07/11/16	16193830726	0000156	BATCH	12,176.05	0.00	12,176.05
				VISA	11,947.55	0.00	
				M/C	228.50	0.00	
07/11/16	07/11/16	26193142682	0000128	BATCH	3,485.00	0.00	3,485.00
				VISA	3,485.00	0.00	
07/11/16	07/11/16	26193142689	0000158	BATCH	1,677.50	0.00	1,677.50
				VISA	381.00	0.00	



7300 CHAPMAN HWY
KNOXVILLE, TN 37920

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Merchant Billing Statement

Statement Date: 07/31/2016

Store Number: 0000000000

Merchant Number: 0000008021391167

Chain Number: 16013

DBA Name: CO SPOKANE ACCELA PERMITS

Page

Deposits

(continued)

Batch Date	Settlement Date	Reference Number	Batch Number	Card Type	Paid by Merchant Payment Services	Paid by Others	Total Batch Amount
07/12/16	07/12/16	13194305341	0000573	M/C	1,296.50	0.00	
				BATCH	16,977.00	0.00	16,977.00
				VISA	15,434.00	0.00	
07/12/16	07/13/16	13195124952	0000574	M/C	1,543.00	0.00	
				BATCH	5,933.75	0.00	5,933.75
				VISA	5,195.75	0.00	
				M/C	738.00	0.00	
07/12/16	07/12/16	26194008005	0000102	BATCH	12,061.00	0.00	12,061.00
				VISA	11,775.50	0.00	
				M/C	285.50	0.00	
07/12/16	07/12/16	26194008012	0000129	BATCH	6,681.77	0.00	6,681.77
				VISA	5,923.27	0.00	
				M/C	758.50	0.00	
07/12/16	07/12/16	26194008025	0000159	BATCH	136.10	0.00	136.10
				VISA	136.10	0.00	
07/12/16	07/12/16	27194304671	0000157	BATCH	765.74	0.00	765.74
				VISA	273.00	0.00	
				M/C	452.74	0.00	
				DISC	40.00	0.00	
07/13/16	07/13/16	26195137760	0000103	BATCH	692.00	0.00	692.00
				VISA	692.00	0.00	
07/13/16	07/13/16	26195137763	0000130	BATCH	11,808.00	0.00	11,808.00
				VISA	11,654.50	0.00	
				M/C	153.50	0.00	
07/13/16	07/13/16	26195137773	0000158	BATCH	2,005.50	0.00	2,005.50
				VISA	1,992.50	0.00	
				M/C	13.00	0.00	
07/13/16	07/13/16	26195137782	0000160	BATCH	1,461.05	0.00	1,461.05
				VISA	1,436.05	0.00	
				M/C	25.00	0.00	
07/14/16	07/14/16	13196204178	0000575	BATCH	19,474.00	0.00	19,474.00
				VISA	17,601.00	0.00	
				M/C	1,873.00	0.00	
07/14/16	07/15/16	13197092108	0000576	BATCH	24,786.00	0.00	24,786.00
				VISA	23,662.00	0.00	
				M/C	1,124.00	0.00	
07/14/16	07/14/16	26196063110	0000131	BATCH	871.50	0.00	871.50
				VISA	681.50	0.00	
				M/C	190.00	0.00	
07/14/16	07/14/16	26196154496	0000104	BATCH	1,670.25	0.00	1,670.25
				VISA	1,670.25	0.00	
07/14/16	07/14/16	26196154505	0000159	BATCH	38,462.07	0.00	38,462.07
				VISA	38,412.57	0.00	
				M/C	49.50	0.00	
07/14/16	07/14/16	27196534227	0000161	BATCH	570.00	0.00	570.00
				VISA	570.00	0.00	
07/15/16	07/15/16	26197797109	0000105	BATCH	190.00	0.00	190.00
				VISA	190.00	0.00	
07/15/16	07/15/16	26197797112	0000160	BATCH	3,117.00	0.00	3,117.00
				VISA	2,291.00	0.00	
				M/C	826.00	0.00	
07/15/16	07/15/16	26197797123	0000162	BATCH	22,624.00	0.00	22,624.00
				VISA	22,254.00	0.00	
				M/C	370.00	0.00	
07/15/16	07/15/16	28197293781	0000132	BATCH	6,148.25	0.00	6,148.25
				VISA	5,625.25	0.00	
				M/C	523.00	0.00	
07/16/16	07/16/16	12198903466	0000577	BATCH	5,429.75	0.00	5,429.75
				VISA	4,215.50	0.00	
				M/C	1,214.25	0.00	
07/16/16	07/17/16	13199115037	0000578	BATCH	75.00	0.00	75.00
				M/C	75.00	0.00	
07/17/16	07/18/16	12200679676	0000579	BATCH	160.00	0.00	160.00
				VISA	160.00	0.00	
07/18/16	07/18/16	16200877211	0000106	BATCH	4,308.96	0.00	4,308.96
				VISA	4,258.96	0.00	



7300 CHAPMAN HWY
KNOXVILLE, TN 37920

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Merchant Billing Statement

Statement Date: 07/31/2016
Store Number: 0000000000
Merchant Number: 0000008021391167
Chain Number: 16013
DBA Name: CO SPOKANE ACCELA PERMITS

Page

Deposits

(continued)

Batch Date	Settlement Date	Reference Number	Batch Number	Card Type	Paid by Merchant Payment Services	Paid by Others	Total Batch Amount
07/18/16	07/18/16	16200877220	0000133	M/C	50.00	0.00	
				BATCH	1,021.00	0.00	1,021.00
				VISA	800.50	0.00	
07/18/16	07/18/16	26200183969	0000163	M/C	220.50	0.00	
				BATCH	1,518.00	0.00	1,518.00
				VISA	1,443.00	0.00	
				M/C	75.00	0.00	
07/19/16	07/19/16	13201288882	0000580	BATCH	13,539.50	0.00	13,539.50
				VISA	12,347.00	0.00	
				M/C	1,192.50	0.00	
07/19/16	07/19/16	17201274203	0000161	BATCH	5,366.00	0.00	5,366.00
				VISA	5,355.00	0.00	
				M/C	11.00	0.00	
07/19/16	07/19/16	26201105901	0000107	BATCH	662.00	0.00	662.00
				VISA	417.00	0.00	
				M/C	245.00	0.00	
07/19/16	07/19/16	26201105909	0000134	BATCH	5,889.50	0.00	5,889.50
				VISA	5,699.50	0.00	
				M/C	190.00	0.00	
07/19/16	07/19/16	26201105921	0000162	BATCH	798.52	0.00	798.52
				VISA	572.02	0.00	
				M/C	226.50	0.00	
07/19/16	07/19/16	26201105928	0000164	BATCH	767.50	0.00	767.50
				VISA	767.50	0.00	
07/20/16	07/20/16	13202468329	0000581	BATCH	8,182.50	0.00	8,182.50
				VISA	6,539.00	0.00	
				M/C	1,643.50	0.00	
07/20/16	07/20/16	26202186140	0000108	BATCH	4,149.80	0.00	4,149.80
				VISA	3,896.30	0.00	
				M/C	253.50	0.00	
07/20/16	07/20/16	26202186148	0000163	BATCH	262.50	0.00	262.50
				VISA	262.50	0.00	
07/20/16	07/20/16	27202607625	0000135	BATCH	11,068.50	0.00	11,068.50
				VISA	11,068.50	0.00	
07/21/16	07/21/16	13203225045	0000582	BATCH	17,675.00	0.00	17,675.00
				VISA	17,121.50	0.00	
				M/C	553.50	0.00	
07/21/16	07/21/16	26203294142	0000071	BATCH	636.00	0.00	636.00
				VISA	126.00	0.00	
				M/C	510.00	0.00	
07/21/16	07/21/16	26203294147	0000109	BATCH	281.50	0.00	281.50
				VISA	206.50	0.00	
				M/C	75.00	0.00	
07/21/16	07/21/16	26203294152	0000136	BATCH	2,344.05	0.00	2,344.05
				VISA	2,344.05	0.00	
07/21/16	07/21/16	26203294157	0000164	BATCH	535.00	0.00	535.00
				VISA	35.00	0.00	
				M/C	500.00	0.00	
07/21/16	07/21/16	26203294161	0000165	BATCH	2,878.50	0.00	2,878.50
				VISA	2,192.00	0.00	
				DISC	686.50	0.00	
07/22/16	07/22/16	13204239388	0000583	BATCH	9,979.50	0.00	9,979.50
				VISA	5,664.70	0.00	
				M/C	4,314.80	0.00	
07/22/16	07/22/16	26204761980	0000072	BATCH	214.30	0.00	214.30
				VISA	214.30	0.00	
07/22/16	07/22/16	26204761983	0000110	BATCH	1,005.50	0.00	1,005.50
				VISA	1,005.50	0.00	
07/22/16	07/22/16	28204177535	0000137	BATCH	563.50	0.00	563.50
				VISA	563.50	0.00	
07/22/16	07/22/16	28204177540	0000165	BATCH	723.50	0.00	723.50
				VISA	485.50	0.00	
				M/C	238.00	0.00	
07/23/16	07/23/16	15205283346	0000584	BATCH	11,052.50	0.00	11,052.50
				VISA	10,016.50	0.00	
				M/C	1,036.00	0.00	



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KNOXVILLE, TN 37920

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Merchant Billing Statement

Statement Date: 07/31/2016

Store Number: 0000000000

Merchant Number: 0000008021391167

Chain Number: 16013

DBA Name: CO SPOKANE ACCELA PERMITS

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Deposits

(continued)

Batch Date	Settlement Date	Reference Number	Batch Number	Card Type	Paid by Merchant Payment Services	Paid by Others	Total Batch Amount
07/24/16	07/25/16	12207730213	0000585	BATCH	40.00	0.00	40.00
				VISA	40.00	0.00	
07/25/16	07/26/16	13208109837	0000586	BATCH	13,554.25	0.00	13,554.25
				VISA	9,948.75	0.00	
				M/C	3,605.50	0.00	
07/25/16	07/25/16	16207716616	0000073	BATCH	319.45	0.00	319.45
				VISA	169.50	0.00	
				M/C	149.95	0.00	
07/25/16	07/25/16	16207716620	0000166	BATCH	1,842.95	0.00	1,842.95
				VISA	1,842.95	0.00	
07/25/16	07/25/16	26207018144	0000111	BATCH	115.00	0.00	115.00
				VISA	115.00	0.00	
07/25/16	07/25/16	26207018148	0000138	BATCH	811.00	0.00	811.00
				VISA	811.00	0.00	
07/26/16	07/26/16	26208227091	0000074	BATCH	441.50	0.00	441.50
				VISA	441.50	0.00	
07/26/16	07/26/16	26208227094	0000112	BATCH	112.50	0.00	112.50
				VISA	210.00	0.00	
				M/C	97.50	0.00	
07/26/16	07/26/16	26208227102	0000167	BATCH	1,292.00	0.00	1,292.00
				VISA	556.50	0.00	
				M/C	735.50	0.00	
07/26/16	07/26/16	27208520575	0000139	BATCH	1,918.45	0.00	1,918.45
				VISA	1,718.95	0.00	
				M/C	199.50	0.00	
07/27/16	07/27/16	13209284800	0000587	BATCH	7,896.00	0.00	7,896.00
				VISA	6,016.00	0.00	
				M/C	1,880.00	0.00	
07/27/16	07/28/16	13210076732	0000588	BATCH	9,431.50	0.00	9,431.50
				VISA	8,766.50	0.00	
				M/C	665.00	0.00	
07/27/16	07/27/16	26209282566	0000075	BATCH	141.50	0.00	141.50
				VISA	141.50	0.00	
07/27/16	07/27/16	26209282569	0000113	BATCH	499.50	0.00	499.50
				VISA	499.50	0.00	
07/27/16	07/27/16	26209282575	0000140	BATCH	4,256.50	0.00	4,256.50
				VISA	3,997.00	0.00	
				M/C	259.50	0.00	
07/27/16	07/27/16	26209282581	0000166	BATCH	3,592.10	0.00	3,592.10
				VISA	3,592.10	0.00	
07/27/16	07/27/16	26209282588	0000168	BATCH	2,968.70	0.00	2,968.70
				VISA	2,968.70	0.00	
07/28/16	07/28/16	26210256694	0000076	BATCH	7,882.75	0.00	7,882.75
				VISA	7,115.50	0.00	
				M/C	767.25	0.00	
07/28/16	07/28/16	26210256703	0000114	BATCH	1,390.30	0.00	1,390.30
				VISA	1,390.30	0.00	
07/28/16	07/28/16	26210256711	0000141	BATCH	750.50	0.00	750.50
				VISA	416.50	0.00	
				M/C	334.00	0.00	
07/28/16	07/28/16	27210681347	0000167	BATCH	1,254.50	0.00	1,254.50
				VISA	1,254.50	0.00	
07/28/16	07/28/16	27210681352	0000169	BATCH	3,367.00	0.00	3,367.00
				VISA	3,115.50	0.00	
				M/C	251.50	0.00	
07/29/16	07/30/16	12212663044	0000590	BATCH	33,093.00	0.00	33,093.00
				VISA	32,528.00	0.00	
				M/C	565.00	0.00	
07/29/16	07/29/16	13211271802	0000589	BATCH	34,810.10	0.00	34,810.10
				VISA	33,907.60	0.00	
				M/C	902.50	0.00	
07/29/16	07/29/16	26211746373	0000077	BATCH	2,796.50	0.00	2,796.50
				VISA	2,796.50	0.00	
07/29/16	07/29/16	26211746377	0000115	BATCH	868.05	0.00	868.05
				VISA	467.00	0.00	
				M/C	401.05	0.00	



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Merchant Billing Statement

Statement Date: 07/31/2016
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Chain Number: 16013
DBA Name: CO SPOKANE ACCELA PERMITS

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Deposits

(continued)

Batch Date	Settlement Date	Reference Number	Batch Number	Card Type	Paid by Merchant Payment Services	Paid by Others	Total Batch Amount
07/29/16	07/29/16	26211746383	0000168	BATCH	75.00	0.00	75.00
				VISA	75.00	0.00	
07/29/16	07/29/16	28211181304	0000142	BATCH	813.20	0.00	813.20
				VISA	648.00	0.00	
				M/C	165.20	0.00	
07/29/16	07/29/16	28211181312	0000170	BATCH	183.50	0.00	183.50
				VISA	143.50	0.00	
				M/C	40.00	0.00	
07/30/16	07/31/16	13213240364	0000591	BATCH	140.00	0.00	140.00
				VISA	40.00	0.00	
				M/C	100.00	0.00	
Deposits Totals					635,119.91	0.00	635,119.91

Each batch under 'Paid by Merchant Payment Services' has been posted to Account #: XXXXXXXX6060

Credit Card Processing Charges

Description	Sales Amount	Item Count	Interchange Per Item	Interchange Rate	Interchange Dollars
Interchange - Visa					
COMM CNP P	96,832.55	60	0.1000	2.6500 %	2,572.06
COM RET P	8,935.32	7	0.1000	2.5000 %	224.08
COMM CP B1	29,156.20	39	0.1000	2.2000 %	645.34
VSP CNP	53,078.50	142	0.1000	2.4000 %	1,288.08
VSP RTL	37,138.20	40	0.1000	2.1000 %	783.90
VSP STND	100.00	1	0.1000	2.9500 %	3.05
RETAIL D R	3,462.00	18	0.2200	0.0500 %	5.69
RTL2CNP D R	1,074.50	11	0.2200	0.0500 %	2.96
CRCOMM D R	0.00	1	0.0000	0.0000 %	0.00
RTL2CNPDMX	521.25	1	2.0000	0.0000 %	2.00
CR COMM DB	0.00	2	0.0000	0.0000 %	0.00
CP BUS DR	8,319.00	35	0.2200	0.0500 %	11.86
CNP BUS DR	11,103.00	68	0.2200	0.0500 %	20.51
COMMCNP B2	9,622.70	44	0.1500	2.4500 %	242.36
COMM CP B2	6,469.55	12	0.1000	2.3000 %	150.00
COMMCNP B3	10,136.00	109	0.2000	2.6000 %	285.34
COMM CP B3	21,601.72	24	0.1000	2.4000 %	520.84
CP BUSDB	4,045.50	21	0.1000	1.7000 %	70.87
CNP BUSDB	7,062.50	79	0.1000	2.4500 %	180.93
COMMCNP B4	45,438.70	201	0.2000	2.7000 %	1,267.04
COMM CP B4	14,638.01	24	0.1000	2.5000 %	368.35
RTL2 CP	45,209.00	40	0.0500	1.4300 %	648.48
RTL2 CNP	9,079.00	56	0.0500	1.4300 %	132.63
RTL2 CNP D	2,597.00	27	0.1500	0.6500 %	20.93
CR CONS D	0.00	1	0.0000	0.0000 %	0.00
RETAIL D	7,489.72	21	0.1500	0.8000 %	63.07
COM RET C	403.00	1	0.1000	2.5000 %	10.18
COMMCNP B1	149,725.55	269	0.1000	2.2500 %	3,395.72
Total Visa	583,238.47	1,354			12,916.27
Interchange - MasterCard					
MCW PUB CP	7,471.75	14	0.1000	1.5500 %	117.21
ENHPUBSCNP	635.50	6	0.1000	1.5500 %	10.45
C DATA II P	2,752.00	3	0.1000	2.5000 %	69.10
C DATA II F	3,901.50	44	0.1000	2.5000 %	101.94
C DATA II B	485.00	4	0.1000	2.0000 %	10.10
ENHPUBSECP	75.00	1	0.1000	1.5500 %	1.26
DATAII DRF	341.50	3	0.2200	0.0500 %	0.83
DATA I DRF	519.95	2	0.2200	0.0500 %	0.70
C DATA I B	2,089.00	8	0.1000	2.6500 %	56.16
C DATA I F	1,530.00	3	0.1000	2.6500 %	40.85
DATA2 B3	650.50	12	0.1000	2.2100 %	15.58
DATAI B4	1,879.75	7	0.1000	2.9600 %	56.34
DATA2 B4	1,170.00	13	0.1000	2.3100 %	28.33
DATA I BD	4,136.00	22	0.1000	2.6500 %	111.80
DATA II BD	6,397.50	55	0.1000	2.2000 %	146.25



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Merchant Billing Statement

Statement Date: 07/31/2016
Store Number: 0000000000
Merchant Number: 0000008021391167
Chain Number: 16013
DBA Name: CO SPOKANE ACCELA PERMITS

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Credit Card Processing Charges

(continued)

Description	Sales Amount	Item Count	Interchange Per Item	Interchange Rate	Interchange Dollars
EMRG E/GDB	3,609.00	35	0.1500	0.6500 %	28.71
EMGE/GDBMX	4,968.25	7	2.0000	0.0000 %	14.00
EMRG E/GPP	48.00	1	0.1500	0.6500 %	0.46
EMRGE/GDRF	260.00	3	0.2200	0.0500 %	0.79
PUBLIC CNP	3,091.30	4	0.1000	1.5500 %	48.32
PUBLIC CP	286.50	3	0.1000	1.5500 %	4.74
DATAI B2	89.50	2	0.1000	2.8100 %	2.71
DATA2 B2	3,415.00	18	0.1000	2.1600 %	75.56
MC REFCON3	0.00	1	0.0000	0.0000 %	0.00
MC REFCRP3	0.00	1	0.0000	0.0000 %	0.00
MCW PUBCNP	4,306.74	32	0.1000	1.5500 %	69.95
HVPUBSECCP	262.50	1	0.1000	1.5500 %	4.17
HVPUBSECNP	105.00	1	0.1000	1.5500 %	1.73
Total MasterCard	54,476.74	306			1,018.04
Interchange - Discover Acquiring					
PUBLIC R	882.00	4	0.1000	1.5500 %	14.07
ELECT COMM	40.00	1	0.1000	2.3000 %	1.02
Total Discover Acquiring	922.00	5			15.09

Total Interchange

13,949.40

Description	Sales Amount	Item Count	Processing Fee Per Item	Processing Rate	Processing Fee Dollars
Visa Processing Fee	583,238.47	1,354	0.0800	0.0000%	108.32
MasterCard Processing Fee	54,476.74	306	0.0800	0.0000%	24.48
Discover Acquiring Processing Fee	922.00	5	0.0800	0.0000%	0.40
Total Processing Fees					133.20

Total Charges

14,082.60

Card Association Fees

Description	Amount	Item Count	Percentage Rate	Per Item Rate	Fee Amount
VISA FEE					
ASSESSMENTS	537,564.00	1,069	0.1300	0.0000	698.83
BASE II NETWORK ACCESS CHARGE	583,238.47	1,350	0.0000	0.0018	2.43
VISA DEBIT ASSESSMENTS	45,674.47	281	0.1300	0.0000	59.38
VISA CREDIT VCHR PROCESS FEE D	2,998.80	4	0.0000	0.0155	0.06
ACQUIRER PROCESSING FEE	0.00	1,118	0.0000	0.0195	21.80
ACQUIRER PROCESSING FEE - DEBI	0.00	301	0.0000	0.0155	4.67
VISA FEE Fee Totals					787.17
M/C FEE					
ASSESSMENTS	45,918.44	301	0.1200	0.0000	55.10
MC CREDIT 1K ASSESSMENT FEE	8,558.30	3	0.1400	0.0000	11.98
MC ACQUIRER LICENSE FEE	54,476.74	304	0.0047	0.0000	2.56
MC DIGITAL	35,244.29	223	0.0100	0.0000	3.52
NABU FEE	0.00	344	0.0000	0.0195	6.71
MC CVC2 AUTHORIZATION FEE	0.00	254	0.0000	0.0025	0.64
MC ADDRESS VERIFICATION SERVIC	0.00	249	0.0000	0.0100	2.49
M/C FEE Fee Totals					83.00
DSCV FEE					
ASSESSMENTS	922.00	5	0.1300	0.0000	1.20
DATA USAGE FEE	0.00	6	0.0000	0.0195	0.12
DI NETWORK AUTHORIZATION FEE	0.00	6	0.0000	0.0025	0.02
DSCV FEE Fee Totals					1.34

Total Card Association Fees

871.51



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Merchant Billing Statement

Statement Date: 07/31/2016
Store Number: 0000000000
Merchant Number: 0000008021391167
Chain Number: 16013
DBA Name: CO SPOKANE ACCELA PERMITS

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Other Transaction Charges

<i>Description</i>	<i>DR CR</i>	<i>Sales Amount</i>	<i>Discount Rate</i>	<i>Discount Charges</i>	<i>Item Count</i>	<i>Per Item Rate</i>	<i>Item Charge</i>
BTCH BATCH HDR	DR	0.00	0.0000	0.00	109	0.0000	0.00
	CR	0.00	0.0000	0.00	0	0.0000	0.00
Summary	DR	0.00		0.00	109		0.00
	CR	0.00		0.00	0		0.00
	NET	0.00		0.00	109		0.00

Other Fees

Non Taxable Items

<i>Description</i>	<i>Items</i>	<i>Rate</i>	<i>Total</i>
NONPCI CHG	1	45.0000	45.00
BILL STMT	1	5.0000	5.00
PCI MNTHLY	1	7.0000	7.00

Total Non-Taxable Items: 57.00
Total Taxable Items: 0.00
Total Tax: 0.00
Total Other Fees: 57.00



7300 CHAPMAN HWY
KNOXVILLE, TN 37920



Merchant Billing Statement

Cycle: CUTOFF

Statement Date: 07/31/2016

Store Number: 0000000000

Merchant Number: 0000008021391167

Chain Number: 16013

DBA Name: CO SPOKANE ACCELA PERMITS



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CITY OF SPOKANE
ATTN ELLEN DOLAN
CO SPOKANE ACCELA PERMITS
808 W SPOKANE FALLS BLVD
SPOKANE WA 99201-3333

Client Group: 00003
Principal Chain: 16012
Parent Chain: 16013
Parent Entity: 61305

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Your Resources For Help

For customer service, please call 800-334-1941

Summary

	<u>Number of Items</u>	<u>Dollar Amounts</u>	<u>Fee/Charges Category</u>	<u>Fee Summary</u>
Sales	1,659	638,637.21	Credit Card Processing Charges	14,082.60
Returns	6	3,517.30	Card Association Fees	871.51
Net Sales	1,665	635,119.91	Other Fees	57.00
Chargebacks	0	0.00	Total Charges and Fees	15,011.11
Adjustments	0	0.00		
Convenience Adjustments	0	0.00		
Total Sales	1,665	635,119.91		

Charges and Fees have been posted to Account #: XXXXXXXX6060

Volume Recap

Card Type	----Sales----		----Credits----		----Net Sales----		Discount Paid	Per Item Paid
	Item Count	Amount	Item Count	Amount	Amount			
DISC	5	922.00	0	0.00	922.00	14.59	0.90	
M/C	304	54,476.74	2	518.50	53,958.24	971.58	70.94	
VISA	1350	583,238.47	4	2,998.80	580,239.67	12,732.73	291.86	

Deposits

Batch Date	Settlement Date	Reference Number	Batch Number	Card Type	Paid by Merchant Payment Services	Paid by Others	Total Batch Amount
07/01/16	07/01/16	12183888029	0000563	BATCH	41,319.15	0.00	41,319.15
				VISA	40,222.15	0.00	
				M/C	1,097.00	0.00	
07/01/16	07/01/16	17183915930	0000151	BATCH	21,550.35	0.00	21,550.35
				VISA	21,288.85	0.00	
				M/C	261.50	0.00	
07/01/16	07/01/16	27183416832	0000096	BATCH	3,514.00	0.00	3,514.00
				VISA	3,152.00	0.00	
				M/C	362.00	0.00	
07/01/16	07/01/16	27183416837	0000152	BATCH	478.50	0.00	478.50
				VISA	222.50	0.00	
				M/C	256.00	0.00	
07/01/16	07/01/16	28183811582	0000155	BATCH	119.50	0.00	119.50
				VISA	119.50	0.00	
07/02/16	07/02/16	13184131700	0000564	BATCH	14,527.75	0.00	14,527.75
				VISA	13,472.25	0.00	
				M/C	1,055.50	0.00	
07/02/16	07/03/16	13185201560	0000565	BATCH	701.00	0.00	701.00
				VISA	100.00	0.00	



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Chain Number: 16013
DBA Name: CO SPOKANE ACCELA PERMITS

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Deposits

(continued)

Batch Date	Settlement Date	Reference Number	Batch Number	Card Type	Paid by Merchant Payment Services	Paid by Others	Total Batch Amount
				M/C	601.00	0.00	
07/04/16	07/05/16	12187678210	0000566	BATCH	301.00	0.00	301.00
				VISA	301.00	0.00	
07/05/16	07/05/16	16187442140	0000097	BATCH	577.00	0.00	577.00
				VISA	305.50	0.00	
				M/C	271.50	0.00	
07/05/16	07/05/16	17187824467	0000124	BATCH	7,432.65	0.00	7,432.65
				VISA	1,684.15	0.00	
				M/C	5,748.50	0.00	
07/06/16	07/06/16	13188334922	0000567	BATCH	6,545.50	0.00	6,545.50
				VISA	5,569.00	0.00	
				M/C	976.50	0.00	
07/06/16	07/07/16	13189169883	0000568	BATCH	26,590.00	0.00	26,590.00
				VISA	25,738.50	0.00	
				M/C	851.50	0.00	
07/06/16	07/06/16	26188285580	0000125	BATCH	5,751.50	0.00	5,751.50
				VISA	5,651.50	0.00	
				M/C	100.00	0.00	
07/06/16	07/06/16	26188380176	0000098	BATCH	1,856.05	0.00	1,856.05
				VISA	1,279.05	0.00	
				M/C	577.00	0.00	
07/06/16	07/06/16	27188753844	0000153	BATCH	3,253.00	0.00	3,253.00
				VISA	2,163.00	0.00	
				M/C	1,010.00	0.00	
				DISC	80.00	0.00	
07/07/16	07/08/16	13190084958	0000569	BATCH	32,738.50	0.00	32,738.50
				VISA	30,524.00	0.00	
				M/C	2,214.50	0.00	
07/07/16	07/07/16	26189417875	0000099	BATCH	1,449.00	0.00	1,449.00
				VISA	1,333.50	0.00	
				DISC	115.50	0.00	
07/07/16	07/07/16	26189417881	0000154	BATCH	4,546.00	0.00	4,546.00
				VISA	3,803.00	0.00	
				M/C	743.00	0.00	
07/07/16	07/07/16	27189800225	0000126	BATCH	3,432.30	0.00	3,432.30
				VISA	3,432.30	0.00	
07/07/16	07/07/16	27189800232	0000156	BATCH	1,250.50	0.00	1,250.50
				VISA	1,214.50	0.00	
				M/C	36.00	0.00	
07/08/16	07/08/16	26190530800	0000100	BATCH	492.00	0.00	492.00
				VISA	492.00	0.00	
07/08/16	07/08/16	26190530805	0000127	BATCH	601.50	0.00	601.50
				M/C	601.50	0.00	
07/08/16	07/08/16	26190530808	0000155	BATCH	3,779.05	0.00	3,779.05
				VISA	3,227.55	0.00	
				M/C	551.50	0.00	
07/08/16	07/08/16	26190530815	0000157	BATCH	2,380.00	0.00	2,380.00
				VISA	1,745.50	0.00	
				M/C	634.50	0.00	
07/09/16	07/09/16	12191913696	0000570	BATCH	7,294.50	0.00	7,294.50
				VISA	6,593.50	0.00	
				M/C	701.00	0.00	
07/09/16	07/10/16	13192176970	0000571	BATCH	185.00	0.00	185.00
				VISA	140.00	0.00	
				M/C	45.00	0.00	
07/10/16	07/11/16	12193745604	0000572	BATCH	1,265.50	0.00	1,265.50
				M/C	1,265.50	0.00	
07/11/16	07/11/16	16193830719	0000101	BATCH	2,451.00	0.00	2,451.00
				VISA	2,451.00	0.00	
07/11/16	07/11/16	16193830726	0000156	BATCH	12,176.05	0.00	12,176.05
				VISA	11,947.55	0.00	
				M/C	228.50	0.00	
07/11/16	07/11/16	26193142682	0000128	BATCH	3,485.00	0.00	3,485.00
				VISA	3,485.00	0.00	
07/11/16	07/11/16	26193142689	0000158	BATCH	1,677.50	0.00	1,677.50
				VISA	381.00	0.00	



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Merchant Billing Statement

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Merchant Number: 0000008021391167

Chain Number: 16013

DBA Name: CO SPOKANE ACCELA PERMITS

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Batch Date	Settlement Date	Reference Number	Batch Number	Card Type	Paid by Merchant Payment Services	Paid by Others	Total Batch Amount
07/12/16	07/12/16	13194305341	0000573	M/C	1,296.50	0.00	
				BATCH	16,977.00	0.00	16,977.00
				VISA	15,434.00	0.00	
07/12/16	07/13/16	13195124952	0000574	M/C	1,543.00	0.00	
				BATCH	5,933.75	0.00	5,933.75
				VISA	5,195.75	0.00	
				M/C	738.00	0.00	
07/12/16	07/12/16	26194008005	0000102	BATCH	12,061.00	0.00	12,061.00
				VISA	11,775.50	0.00	
				M/C	285.50	0.00	
07/12/16	07/12/16	26194008012	0000129	BATCH	6,681.77	0.00	6,681.77
				VISA	5,923.27	0.00	
				M/C	758.50	0.00	
07/12/16	07/12/16	26194008025	0000159	BATCH	136.10	0.00	136.10
				VISA	136.10	0.00	
07/12/16	07/12/16	27194304671	0000157	BATCH	765.74	0.00	765.74
				VISA	273.00	0.00	
				M/C	452.74	0.00	
				DISC	40.00	0.00	
07/13/16	07/13/16	26195137760	0000103	BATCH	692.00	0.00	692.00
				VISA	692.00	0.00	
07/13/16	07/13/16	26195137763	0000130	BATCH	11,808.00	0.00	11,808.00
				VISA	11,654.50	0.00	
				M/C	153.50	0.00	
07/13/16	07/13/16	26195137773	0000158	BATCH	2,005.50	0.00	2,005.50
				VISA	1,992.50	0.00	
				M/C	13.00	0.00	
07/13/16	07/13/16	26195137782	0000160	BATCH	1,461.05	0.00	1,461.05
				VISA	1,436.05	0.00	
				M/C	25.00	0.00	
07/14/16	07/14/16	13196204178	0000575	BATCH	19,474.00	0.00	19,474.00
				VISA	17,601.00	0.00	
				M/C	1,873.00	0.00	
07/14/16	07/15/16	13197092108	0000576	BATCH	24,786.00	0.00	24,786.00
				VISA	23,662.00	0.00	
				M/C	1,124.00	0.00	
07/14/16	07/14/16	26196063110	0000131	BATCH	871.50	0.00	871.50
				VISA	681.50	0.00	
				M/C	190.00	0.00	
07/14/16	07/14/16	26196154496	0000104	BATCH	1,670.25	0.00	1,670.25
				VISA	1,670.25	0.00	
07/14/16	07/14/16	26196154505	0000159	BATCH	38,462.07	0.00	38,462.07
				VISA	38,412.57	0.00	
				M/C	49.50	0.00	
07/14/16	07/14/16	27196534227	0000161	BATCH	570.00	0.00	570.00
				VISA	570.00	0.00	
07/15/16	07/15/16	26197797109	0000105	BATCH	190.00	0.00	190.00
				VISA	190.00	0.00	
07/15/16	07/15/16	26197797112	0000160	BATCH	3,117.00	0.00	3,117.00
				VISA	2,291.00	0.00	
				M/C	826.00	0.00	
07/15/16	07/15/16	26197797123	0000162	BATCH	22,624.00	0.00	22,624.00
				VISA	22,254.00	0.00	
				M/C	370.00	0.00	
07/15/16	07/15/16	28197293781	0000132	BATCH	6,148.25	0.00	6,148.25
				VISA	5,625.25	0.00	
				M/C	523.00	0.00	
07/16/16	07/16/16	12198903466	0000577	BATCH	5,429.75	0.00	5,429.75
				VISA	4,215.50	0.00	
				M/C	1,214.25	0.00	
07/16/16	07/17/16	13199115037	0000578	BATCH	75.00	0.00	75.00
				M/C	75.00	0.00	
07/17/16	07/18/16	12200679676	0000579	BATCH	160.00	0.00	160.00
				VISA	160.00	0.00	
07/18/16	07/18/16	16200877211	0000106	BATCH	4,308.96	0.00	4,308.96
				VISA	4,258.96	0.00	



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07/18/16	07/18/16	16200877220	0000133	M/C	50.00	0.00	
				BATCH	1,021.00	0.00	1,021.00
				VISA	800.50	0.00	
07/18/16	07/18/16	26200183969	0000163	M/C	220.50	0.00	
				BATCH	1,518.00	0.00	1,518.00
				VISA	1,443.00	0.00	
				M/C	75.00	0.00	
07/19/16	07/19/16	13201288882	0000580	BATCH	13,539.50	0.00	13,539.50
				VISA	12,347.00	0.00	
				M/C	1,192.50	0.00	
07/19/16	07/19/16	17201274203	0000161	BATCH	5,366.00	0.00	5,366.00
				VISA	5,355.00	0.00	
				M/C	11.00	0.00	
07/19/16	07/19/16	26201105901	0000107	BATCH	662.00	0.00	662.00
				VISA	417.00	0.00	
				M/C	245.00	0.00	
07/19/16	07/19/16	26201105909	0000134	BATCH	5,889.50	0.00	5,889.50
				VISA	5,699.50	0.00	
				M/C	190.00	0.00	
07/19/16	07/19/16	26201105921	0000162	BATCH	798.52	0.00	798.52
				VISA	572.02	0.00	
				M/C	226.50	0.00	
07/19/16	07/19/16	26201105928	0000164	BATCH	767.50	0.00	767.50
				VISA	767.50	0.00	
07/20/16	07/20/16	13202468329	0000581	BATCH	8,182.50	0.00	8,182.50
				VISA	6,539.00	0.00	
				M/C	1,643.50	0.00	
07/20/16	07/20/16	26202186140	0000108	BATCH	4,149.80	0.00	4,149.80
				VISA	3,896.30	0.00	
				M/C	253.50	0.00	
07/20/16	07/20/16	26202186148	0000163	BATCH	262.50	0.00	262.50
				VISA	262.50	0.00	
07/20/16	07/20/16	27202607625	0000135	BATCH	11,068.50	0.00	11,068.50
				VISA	11,068.50	0.00	
07/21/16	07/21/16	13203225045	0000582	BATCH	17,675.00	0.00	17,675.00
				VISA	17,121.50	0.00	
				M/C	553.50	0.00	
07/21/16	07/21/16	26203294142	0000071	BATCH	636.00	0.00	636.00
				VISA	126.00	0.00	
				M/C	510.00	0.00	
07/21/16	07/21/16	26203294147	0000109	BATCH	281.50	0.00	281.50
				VISA	206.50	0.00	
				M/C	75.00	0.00	
07/21/16	07/21/16	26203294152	0000136	BATCH	2,344.05	0.00	2,344.05
				VISA	2,344.05	0.00	
07/21/16	07/21/16	26203294157	0000164	BATCH	535.00	0.00	535.00
				VISA	35.00	0.00	
				M/C	500.00	0.00	
07/21/16	07/21/16	26203294161	0000165	BATCH	2,878.50	0.00	2,878.50
				VISA	2,192.00	0.00	
				DISC	686.50	0.00	
07/22/16	07/22/16	13204239388	0000583	BATCH	9,979.50	0.00	9,979.50
				VISA	5,664.70	0.00	
				M/C	4,314.80	0.00	
07/22/16	07/22/16	26204761980	0000072	BATCH	214.30	0.00	214.30
				VISA	214.30	0.00	
07/22/16	07/22/16	26204761983	0000110	BATCH	1,005.50	0.00	1,005.50
				VISA	1,005.50	0.00	
07/22/16	07/22/16	28204177535	0000137	BATCH	563.50	0.00	563.50
				VISA	563.50	0.00	
07/22/16	07/22/16	28204177540	0000165	BATCH	723.50	0.00	723.50
				VISA	485.50	0.00	
				M/C	238.00	0.00	
07/23/16	07/23/16	15205283346	0000584	BATCH	11,052.50	0.00	11,052.50
				VISA	10,016.50	0.00	
				M/C	1,036.00	0.00	



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DBA Name: CO SPOKANE ACCELA PERMITS

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Batch Date	Settlement Date	Reference Number	Batch Number	Card Type	Paid by Merchant Payment Services	Paid by Others	Total Batch Amount
07/24/16	07/25/16	12207730213	0000585	BATCH	40.00	0.00	40.00
				VISA	40.00	0.00	
07/25/16	07/26/16	13208109837	0000586	BATCH	13,554.25	0.00	13,554.25
				VISA	9,948.75	0.00	
				M/C	3,605.50	0.00	
07/25/16	07/25/16	16207716616	0000073	BATCH	319.45	0.00	319.45
				VISA	169.50	0.00	
				M/C	149.95	0.00	
07/25/16	07/25/16	16207716620	0000166	BATCH	1,842.95	0.00	1,842.95
				VISA	1,842.95	0.00	
07/25/16	07/25/16	26207018144	0000111	BATCH	115.00	0.00	115.00
				VISA	115.00	0.00	
07/25/16	07/25/16	26207018148	0000138	BATCH	811.00	0.00	811.00
				VISA	811.00	0.00	
07/26/16	07/26/16	26208227091	0000074	BATCH	441.50	0.00	441.50
				VISA	441.50	0.00	
07/26/16	07/26/16	26208227094	0000112	BATCH	112.50	0.00	112.50
				VISA	210.00	0.00	
				M/C	97.50	0.00	
07/26/16	07/26/16	26208227102	0000167	BATCH	1,292.00	0.00	1,292.00
				VISA	556.50	0.00	
				M/C	735.50	0.00	
07/26/16	07/26/16	27208520575	0000139	BATCH	1,918.45	0.00	1,918.45
				VISA	1,718.95	0.00	
				M/C	199.50	0.00	
07/27/16	07/27/16	13209284800	0000587	BATCH	7,896.00	0.00	7,896.00
				VISA	6,016.00	0.00	
				M/C	1,880.00	0.00	
07/27/16	07/28/16	13210076732	0000588	BATCH	9,431.50	0.00	9,431.50
				VISA	8,766.50	0.00	
				M/C	665.00	0.00	
07/27/16	07/27/16	26209282566	0000075	BATCH	141.50	0.00	141.50
				VISA	141.50	0.00	
07/27/16	07/27/16	26209282569	0000113	BATCH	499.50	0.00	499.50
				VISA	499.50	0.00	
07/27/16	07/27/16	26209282575	0000140	BATCH	4,256.50	0.00	4,256.50
				VISA	3,997.00	0.00	
				M/C	259.50	0.00	
07/27/16	07/27/16	26209282581	0000166	BATCH	3,592.10	0.00	3,592.10
				VISA	3,592.10	0.00	
07/27/16	07/27/16	26209282588	0000168	BATCH	2,968.70	0.00	2,968.70
				VISA	2,968.70	0.00	
07/28/16	07/28/16	26210256694	0000076	BATCH	7,882.75	0.00	7,882.75
				VISA	7,115.50	0.00	
				M/C	767.25	0.00	
07/28/16	07/28/16	26210256703	0000114	BATCH	1,390.30	0.00	1,390.30
				VISA	1,390.30	0.00	
07/28/16	07/28/16	26210256711	0000141	BATCH	750.50	0.00	750.50
				VISA	416.50	0.00	
				M/C	334.00	0.00	
07/28/16	07/28/16	27210681347	0000167	BATCH	1,254.50	0.00	1,254.50
				VISA	1,254.50	0.00	
07/28/16	07/28/16	27210681352	0000169	BATCH	3,367.00	0.00	3,367.00
				VISA	3,115.50	0.00	
				M/C	251.50	0.00	
07/29/16	07/30/16	12212663044	0000590	BATCH	33,093.00	0.00	33,093.00
				VISA	32,528.00	0.00	
				M/C	565.00	0.00	
07/29/16	07/29/16	13211271802	0000589	BATCH	34,810.10	0.00	34,810.10
				VISA	33,907.60	0.00	
				M/C	902.50	0.00	
07/29/16	07/29/16	26211746373	0000077	BATCH	2,796.50	0.00	2,796.50
				VISA	2,796.50	0.00	
07/29/16	07/29/16	26211746377	0000115	BATCH	868.05	0.00	868.05
				VISA	467.00	0.00	
				M/C	401.05	0.00	



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Merchant Billing Statement

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DBA Name: CO SPOKANE ACCELA PERMITS

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Deposits

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Batch Date	Settlement Date	Reference Number	Batch Number	Card Type	Paid by Merchant Payment Services	Paid by Others	Total Batch Amount
07/29/16	07/29/16	26211746383	0000168	BATCH	75.00	0.00	75.00
				VISA	75.00	0.00	
07/29/16	07/29/16	28211181304	0000142	BATCH	813.20	0.00	813.20
				VISA	648.00	0.00	
				M/C	165.20	0.00	
07/29/16	07/29/16	28211181312	0000170	BATCH	183.50	0.00	183.50
				VISA	143.50	0.00	
				M/C	40.00	0.00	
07/30/16	07/31/16	13213240364	0000591	BATCH	140.00	0.00	140.00
				VISA	40.00	0.00	
				M/C	100.00	0.00	
Deposits Totals					635,119.91	0.00	635,119.91

Each batch under 'Paid by Merchant Payment Services' has been posted to Account #: XXXXXXXX6060

Credit Card Processing Charges

Description	Sales Amount	Item Count	Interchange Per Item	Interchange Rate	Interchange Dollars
Interchange - Visa					
COMM CNP P	96,832.55	60	0.1000	2.6500 %	2,572.06
COM RET P	8,935.32	7	0.1000	2.5000 %	224.08
COMM CP B1	29,156.20	39	0.1000	2.2000 %	645.34
VSP CNP	53,078.50	142	0.1000	2.4000 %	1,288.08
VSP RTL	37,138.20	40	0.1000	2.1000 %	783.90
VSP STND	100.00	1	0.1000	2.9500 %	3.05
RETAIL D R	3,462.00	18	0.2200	0.0500 %	5.69
RTL2CNP D R	1,074.50	11	0.2200	0.0500 %	2.96
CRCOMM D R	0.00	1	0.0000	0.0000 %	0.00
RTL2CNPDMX	521.25	1	2.0000	0.0000 %	2.00
CR COMM DB	0.00	2	0.0000	0.0000 %	0.00
CP BUS DR	8,319.00	35	0.2200	0.0500 %	11.86
CNP BUS DR	11,103.00	68	0.2200	0.0500 %	20.51
COMMCNP B2	9,622.70	44	0.1500	2.4500 %	242.36
COMM CP B2	6,469.55	12	0.1000	2.3000 %	150.00
COMMCNP B3	10,136.00	109	0.2000	2.6000 %	285.34
COMM CP B3	21,601.72	24	0.1000	2.4000 %	520.84
CP BUSDB	4,045.50	21	0.1000	1.7000 %	70.87
CNP BUSDB	7,062.50	79	0.1000	2.4500 %	180.93
COMMCNP B4	45,438.70	201	0.2000	2.7000 %	1,267.04
COMM CP B4	14,638.01	24	0.1000	2.5000 %	368.35
RTL2 CP	45,209.00	40	0.0500	1.4300 %	648.48
RTL2 CNP	9,079.00	56	0.0500	1.4300 %	132.63
RTL2 CNP D	2,597.00	27	0.1500	0.6500 %	20.93
CR CONS D	0.00	1	0.0000	0.0000 %	0.00
RETAIL D	7,489.72	21	0.1500	0.8000 %	63.07
COM RET C	403.00	1	0.1000	2.5000 %	10.18
COMMCNP B1	149,725.55	269	0.1000	2.2500 %	3,395.72
Total Visa	583,238.47	1,354			12,916.27
Interchange - MasterCard					
MCW PUB CP	7,471.75	14	0.1000	1.5500 %	117.21
ENHPUBSCNP	635.50	6	0.1000	1.5500 %	10.45
C DATA II P	2,752.00	3	0.1000	2.5000 %	69.10
C DATA II F	3,901.50	44	0.1000	2.5000 %	101.94
C DATA II B	485.00	4	0.1000	2.0000 %	10.10
ENHPUBSECP	75.00	1	0.1000	1.5500 %	1.26
DATAII DRF	341.50	3	0.2200	0.0500 %	0.83
DATA I DRF	519.95	2	0.2200	0.0500 %	0.70
C DATA I B	2,089.00	8	0.1000	2.6500 %	56.16
C DATA I F	1,530.00	3	0.1000	2.6500 %	40.85
DATA2 B3	650.50	12	0.1000	2.2100 %	15.58
DATAI B4	1,879.75	7	0.1000	2.9600 %	56.34
DATA2 B4	1,170.00	13	0.1000	2.3100 %	28.33
DATA I BD	4,136.00	22	0.1000	2.6500 %	111.80
DATA II BD	6,397.50	55	0.1000	2.2000 %	146.25



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Credit Card Processing Charges

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Description	Sales Amount	Item Count	Interchange Per Item	Interchange Rate	Interchange Dollars
EMRG E/GDB	3,609.00	35	0.1500	0.6500 %	28.71
EMGE/GDBMX	4,968.25	7	2.0000	0.0000 %	14.00
EMRG E/GPP	48.00	1	0.1500	0.6500 %	0.46
EMRGE/GDRF	260.00	3	0.2200	0.0500 %	0.79
PUBLIC CNP	3,091.30	4	0.1000	1.5500 %	48.32
PUBLIC CP	286.50	3	0.1000	1.5500 %	4.74
DATAI B2	89.50	2	0.1000	2.8100 %	2.71
DATA2 B2	3,415.00	18	0.1000	2.1600 %	75.56
MC REFCON3	0.00	1	0.0000	0.0000 %	0.00
MC REFCRP3	0.00	1	0.0000	0.0000 %	0.00
MCW PUBCNP	4,306.74	32	0.1000	1.5500 %	69.95
HVPUBSECCP	262.50	1	0.1000	1.5500 %	4.17
HVPUBSECNP	105.00	1	0.1000	1.5500 %	1.73
Total MasterCard	54,476.74	306			1,018.04
Interchange - Discover Acquiring					
PUBLIC R	882.00	4	0.1000	1.5500 %	14.07
ELECT COMM	40.00	1	0.1000	2.3000 %	1.02
Total Discover Acquiring	922.00	5			15.09

Total Interchange

13,949.40

Description	Sales Amount	Item Count	Processing Fee Per Item	Processing Rate	Processing Fee Dollars
Visa Processing Fee	583,238.47	1,354	0.0800	0.0000%	108.32
MasterCard Processing Fee	54,476.74	306	0.0800	0.0000%	24.48
Discover Acquiring Processing Fee	922.00	5	0.0800	0.0000%	0.40
Total Processing Fees					133.20

Total Charges

14,082.60

Card Association Fees

Description	Amount	Item Count	Percentage Rate	Per Item Rate	Fee Amount
VISA FEE					
ASSESSMENTS	537,564.00	1,069	0.1300	0.0000	698.83
BASE II NETWORK ACCESS CHARGE	583,238.47	1,350	0.0000	0.0018	2.43
VISA DEBIT ASSESSMENTS	45,674.47	281	0.1300	0.0000	59.38
VISA CREDIT VCHR PROCESS FEE D	2,998.80	4	0.0000	0.0155	0.06
ACQUIRER PROCESSING FEE	0.00	1,118	0.0000	0.0195	21.80
ACQUIRER PROCESSING FEE - DEBI	0.00	301	0.0000	0.0155	4.67
VISA FEE Fee Totals					787.17
M/C FEE					
ASSESSMENTS	45,918.44	301	0.1200	0.0000	55.10
MC CREDIT 1K ASSESSMENT FEE	8,558.30	3	0.1400	0.0000	11.98
MC ACQUIRER LICENSE FEE	54,476.74	304	0.0047	0.0000	2.56
MC DIGITAL	35,244.29	223	0.0100	0.0000	3.52
NABU FEE	0.00	344	0.0000	0.0195	6.71
MC CVC2 AUTHORIZATION FEE	0.00	254	0.0000	0.0025	0.64
MC ADDRESS VERIFICATION SERVIC	0.00	249	0.0000	0.0100	2.49
M/C FEE Fee Totals					83.00
DSCV FEE					
ASSESSMENTS	922.00	5	0.1300	0.0000	1.20
DATA USAGE FEE	0.00	6	0.0000	0.0195	0.12
DI NETWORK AUTHORIZATION FEE	0.00	6	0.0000	0.0025	0.02
DSCV FEE Fee Totals					1.34

Total Card Association Fees

871.51



7300 CHAPMAN HWY
KNOXVILLE, TN 37920

000000040 10 SP 106481617485681 P

Merchant Billing Statement

Statement Date: 07/31/2016
Store Number: 0000000000
Merchant Number: 0000008021391167
Chain Number: 16013
DBA Name: CO SPOKANE ACCELA PERMITS

Page

Other Transaction Charges

Description	DR CR	Sales Amount	Discount Rate	Discount Charges	Item Count	Per Item Rate	Item Charge
BTCH BATCH HDR	DR	0.00	0.0000	0.00	109	0.0000	0.00
	CR	0.00	0.0000	0.00	0	0.0000	0.00
Summary	DR	0.00		0.00	109		0.00
	CR	0.00		0.00	0		0.00
	NET	0.00		0.00	109		0.00

Other Fees

Non Taxable Items

Description	Items	Rate	Total
NONPCI CHG	1	45.0000	45.00
BILL STMT	1	5.0000	5.00
PCI MNTHLY	1	7.0000	7.00

Total Non-Taxable Items: 57.00
Total Taxable Items: 0.00
Total Tax: 0.00
Total Other Fees: 57.00

Merchant Connect provides a Custom Value Report plus a chain statement can be accessed by clicking on the View Full Report Detail.
Chain 16012 statement attached.

MerchantConnect

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Custom Value Report

Report Period
July 31, 2016

DBA Name
CITY OF SPOKANE

Parent Chain Principal Chain
16012

Customer Service
(800)334-1941

Custom Volume

Volume Summary

	Number of Items	Dollar Amounts
Sales	70,177	\$1,855,066.53
Returns	69	\$5,466.11
Net Sales	70,246	\$1,849,600.42
Chargeback	1	-\$16.12
Credit Card Adjustments	1	-\$17.95
Total Sales	70,248	\$1,849,566.35
Total Sales YTD	402,787	\$10,292,111.64

Volume Trend

Month	Volume (\$)
Aug	1,520,000
Sep	1,450,000
Oct	1,350,000
Nov	760,000
Dec	950,000
Jan	780,000
Feb	950,000
Mar	1,450,000
Apr	1,750,000
May	1,650,000
Jun	1,800,000
Jul	1,850,000

(Sales) Volume Recap

Card	Amounts	Transactions	Average Ticket
American Express	\$26,540.08	361	\$73.52
Discover Acquiring	\$11,493.10	311	\$36.96
Interlink	\$83,755.55	2,853	\$29.36
Maestro	\$40,020.14	1,391	\$28.77
Mastercard	\$302,501.06	16,691	\$18.12
Pulse Regional Pos Debit	\$66.66	3	\$22.22
Visa	\$1,390,689.94	48,567	\$28.63
Total	\$1,855,066.53	70,177	\$26.43

Custom Fees

Fee Summary



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[View Full Report Detail](#)

Custom Value Report

Report Period
July 31, 2016

DBA Name
CITY OF SPOKANE

Parent Chain Principal Chain
16013 16012



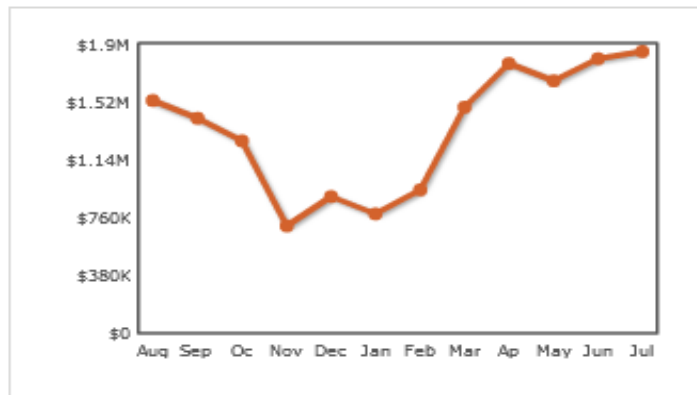
Customer Service
(800)334-1941

Custom Volume

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Volume Trend



(Sales) Volume Recap

Card			
	Amounts	Transactions	Average Ticket
American Express	\$26,540.08	361	\$73.52
Discover Acquiring	\$11,493.10	311	\$36.96
Interlink	\$83,755.55	2,853	\$29.36
Maestro	\$40,020.14	1,391	\$28.77
Mastercard	\$302,501.06	16,691	\$18.12
Pulse Regional Pos Debit	\$66.66	3	\$22.22
Visa	\$1,390,689.94	48,567	\$28.63
Total	\$1,855,066.53	70,177	\$26.43

Custom Fees

Fee Summary



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[View Full Report Detail](#)

Merchant Connect provides a Custom Value Report plus a chain statement can be accessed by clicking on the View Full Report I MID level 8021391167 statement attached.

Custom Value Report

Report Period
July 31, 2016

DBA Name
CO SPOKANE ACCELA PERMITS

Merchant ID 8021391167 Parent Chain 16013 Principal Chain 16012

Charges and fees have been posted to account *****6060



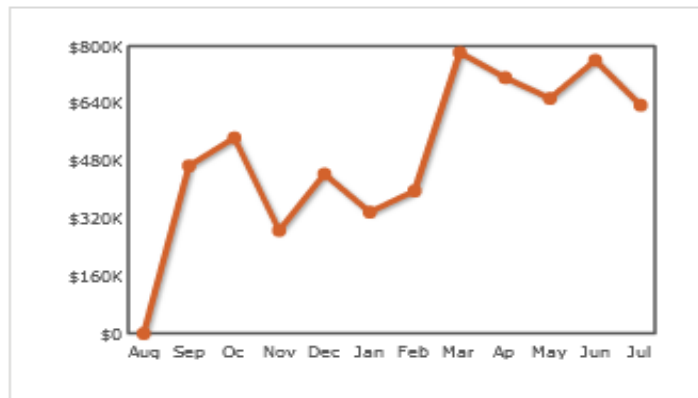
Customer Service
(800)334-1941

Custom Volume

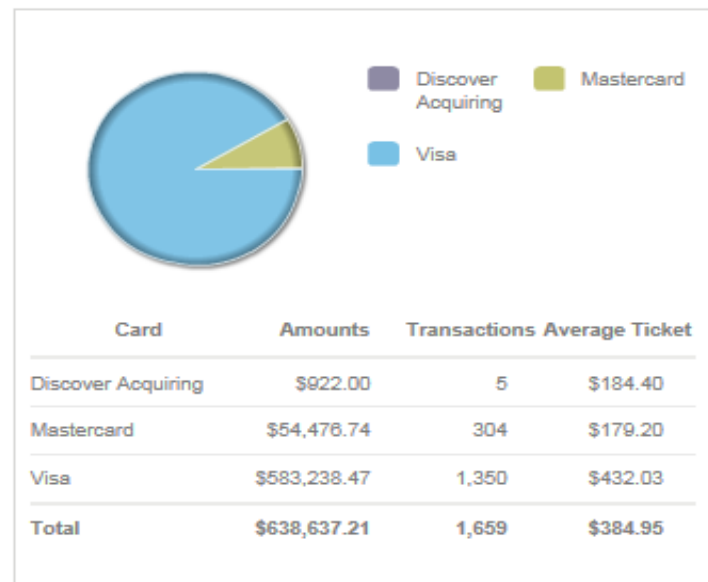
Volume Summary

	Number of Items	Dollar Amounts
Sales	1,659	\$638,637.21
Returns	6	\$3,517.30
Net Sales	1,665	\$635,119.91
Total Sales	1,665	\$635,119.91
Total Sales YTD	11,498	\$4,273,725.09

Volume Trend



(Sales) Volume Recap



Custom Fees

Fee Summary



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REPORT CYCLE	CUTOFF		
LOGO DESCRIPTION	REPORT DATE	DBA NAME	
U.S. BANK	07/31/2016	CITY OF SPOKANE	
PRINCIPAL CHAIN	16012	CHAIN NAME	CITY OF SPOKANE
PARENT CHAIN	00000	ATTENTION	ELLEN DOLAN
PARENT ENTITY	00000	ADDRESS	808 W SPOKANE BLVD
			ATTN: TREASURERS OFFICE
RETURN ADDRESS			SPOKANE
U.S. BANK N.A.		WA, 99201,	USA
7300 CHAPMAN HWY			
KNOXVILLE			
TN, 37920,	USA		

FOR CUSTOMER SERVICE PLEASE CALL 800-334-1941

REVIEW YOUR MERCHANT BILLING STATEMENTS FOR REVIEW OF PRICING CHANGES

SUMMARY

	# OF ITEMS	DOLLAR AMOUNTS	FEE/CHRG CAT.	FEE SUMMARY
SALES	70,177	1,855,066.53	CREDIT CARDS	40,099.34
RETURNS	69	5,466.11	EBT	0.00
NET SALES	70,246	1,849,600.42	PIN DEBIT	1,804.21
CHARGEBACKS	1	-16.12	AMERICN EXPRES	0.00
ADJUSTMENTS	1	-17.95	AMER EXPRESS	0.00
REBATE ADJ	0	0.00	OTHER TXN	25.00
CONV FEE ADJ	0	0.00	MONEY MANAGER	0.00
TOTAL SALES	70,248	1,849,566.35	CARD MIN BILL	66.17
			ELEC CHECK	0.00
			DEBIT MIN BILL	0.00
			ECS MIN BILL	0.00
			CARD ASSOC FEE	4,033.91
			AUTH FEES	35.88
			OTHER FEES	1,093.59
			TOT CHRG/FEE	47,158.10

LESS REBATES 0.00

VOLUME RECAP

ALL TYPE VISA				
SALES ITEMS	SALES AMOUNT	CREDIT ITEMS	CREDIT AMOUNT	
48,567	1,390,689.94	45	4,417.74	
NET SALES AMOUNT		DISCOUNT PAID	PER ITEM PAID	
1,386,272.20		23,008.74	9,680.16	
ALL TYPE MASTERCARD				
SALES ITEMS	SALES AMOUNT	CREDIT ITEMS	CREDIT AMOUNT	
16,691	302,501.06	23	1,011.37	
NET SALES AMOUNT		DISCOUNT PAID	PER ITEM PAID	
301,489.69		3,766.01	3,410.05	
ALL TYPE DISCOVER ACQUIRING				
SALES ITEMS	SALES AMOUNT	CREDIT ITEMS	CREDIT AMOUNT	
311	11,493.10	1	37.00	
NET SALES AMOUNT		DISCOUNT PAID	PER ITEM PAID	
11,456.10		174.09	60.29	
ALL TYPE INTERLINK				
SALES ITEMS	SALES AMOUNT	CREDIT ITEMS	CREDIT AMOUNT	
2,853	83,755.55	0	0.00	

	NET SALES AMOUNT	DISCOUNT PAID	PER ITEM PAID			C
	83,755.55	387.30	758.44			C
ALL TYPE MAESTRO						C
SALES ITEMS	SALES AMOUNT	CREDIT ITEMS	CREDIT AMOUNT			C
1,391	40,020.14	0	0.00			C
	NET SALES AMOUNT	DISCOUNT PAID	PER ITEM PAID			C
	40,020.14	326.75	330.50			C
ALL TYPE PULSE REGIONAL POS DEBIT						C
SALES ITEMS	SALES AMOUNT	CREDIT ITEMS	CREDIT AMOUNT			C
3	66.66	0	0.00			C
	NET SALES AMOUNT	DISCOUNT PAID	PER ITEM PAID			C
	66.66	0.53	0.69			C
ALL TYPE AMERICAN EXPRESS						C
SALES ITEMS	SALES AMOUNT	CREDIT ITEMS	CREDIT AMOUNT			C
361	26,540.08	0	0.00			C
	NET SALES AMOUNT	DISCOUNT PAID	PER ITEM PAID			C
	26,540.08	0.00	0.00			C
CREDIT CARD CHAIN RECAP - INTERCHANGE +						C
DESCRIPTION	SALES	ITEM COUNT	INTERCHANGE PER ITEM	INTERCHANGE RATE	INTERCHANGE DOLLARS	C
MASTERCARD	- INTERCHANGE					C
MERIT I	61.00	2	0.1000	1.8900%	1.35	C
MERIT III	8,899.74	203	0.1000	1.5800%	160.91	C
KEY ENTERD	4.20	1	0.1000	1.8900%	0.18	C
M INTLSTND	205.50	95	0.0000	1.6000%	3.29	C
INTL ELEC	6,184.94	370	0.0000	1.1000%	68.03	C
PUBLIC CNP	5,462.52	410	0.1000	1.5500%	125.67	C
CORP INTL	553.43	9	0.0000	2.0000%	11.07	C
C DATA I	512.40	37	0.1000	2.6500%	17.28	C
CONV PURCH	61.25	9	0.0000	1.9000%	1.16	C
PUBLIC CP	6,489.39	377	0.1000	1.5500%	138.29	C
INTLP ELEC	2,295.92	92	0.0000	1.8500%	42.48	C
INTLP STND	78.90	31	0.0000	1.8500%	1.47	C
DATAI B2	1,069.46	63	0.1000	2.8100%	36.35	C
DATA2 B2	3,458.75	21	0.1000	2.1600%	76.81	C
WEBCOMDAT1	4.20	2	0.1000	2.8600%	0.32	C
INTLELECSP	109.40	6	0.0000	1.9800%	2.17	C
INTLSTNDSP	49.80	5	0.0000	1.9800%	0.99	C
MC REF G1D	0.00	3	0.0000	0.0000%	0.00	C
MC REF G3D	0.00	9	0.0000	0.0000%	0.00	C
MC REFCON3	0.00	7	0.0000	0.0000%	0.00	C
MC REF CRP3	0.00	1	0.0000	0.0000%	0.00	C
MCW MERIT3	12,006.34	340	0.1000	1.7700%	246.51	C
MCW PUBCNP	7,319.87	758	0.1000	1.5500%	189.26	C
MCWUTILITY	1,587.82	5	0.6500	0.0000%	3.25	C
MWEUTILITY	243.84	1	0.7500	0.0000%	0.75	C
MWE MERIT3	6,629.33	137	0.1000	2.2000%	159.54	C
MWB COMDAT1	196.72	22	0.1000	2.8100%	7.73	C
HV MERIT3	1,233.27	25	0.1000	2.2000%	29.64	C
HVPUBSECCP	787.34	24	0.1000	1.5500%	14.60	C
HVPUBSECNP	239.80	48	0.1000	1.5500%	8.52	C
HV UTILITY	415.07	2	0.7500	0.0000%	1.50	C
MCWCONPURC	30.25	4	0.0000	2.0000%	0.61	C
MCW PUB CP	20,707.91	758	0.1000	1.5500%	396.77	C
MC STND D	2.00	2	0.2500	1.9000%	0.54	C
MERIT 1 D	18.00	1	0.1500	1.6000%	0.44	C
MERIT 3 D	58,025.76	1,716	0.1500	1.0500%	866.67	C

MC UTIL DB	8,628.65	53	0.4500	0.0000%	23.85	C
MC SM TK D	604.25	99	0.0400	1.5500%	13.33	C
MC REST D	100.25	5	0.1000	1.1900%	1.69	C
ENH MER 3	5,961.46	149	0.1000	1.7300%	118.03	C
ENHPUBSCNP	2,424.90	267	0.1000	1.5500%	64.28	C
MC UTILITY	457.97	5	0.6500	0.0000%	3.25	C
ENHUTILITY	598.51	2	0.6500	0.0000%	1.30	C
CDATA II P	2,752.00	3	0.1000	2.5000%	69.10	C
CDATA II F	3,901.50	44	0.1000	2.5000%	101.94	C
CDATA II B	588.14	8	0.1000	2.0000%	12.56	C
ENH CONVPR	11.00	2	0.0000	1.9000%	0.21	C
ENHPUBSECP	4,937.11	282	0.1000	1.5500%	104.74	C
MER3 DRF	11,361.67	303	0.2200	0.0500%	72.34	C
REST DRF	134.75	10	0.2200	0.0500%	2.27	C
SM TKT DRF	145.45	31	0.2200	0.0500%	6.89	C
UTLY DRF	730.59	5	0.2200	0.0500%	1.47	C
REF G1 DRF	0.00	1	0.2200	0.0000%	0.22	C
REF G3 DRF	0.00	2	0.2200	0.0000%	0.44	C
DATAII DRF	351.50	4	0.2200	0.0500%	1.06	C
DATA I DRF	803.00	20	0.2200	0.0500%	4.80	C
C DATA I B	4,088.20	99	0.1000	2.6500%	118.26	C
C DATA I P	4,649.29	9	0.1000	2.6500%	124.11	C
C DATA I F	7,129.36	172	0.1000	2.6500%	206.13	C
MERIT 3 PP	440.28	14	0.1500	1.0500%	6.73	C
STANDARDPP	1.40	2	0.2500	1.9000%	0.53	C
MC UTLYTYP	794.44	7	0.6500	0.0000%	4.55	C
DATAI B3	1,477.46	47	0.1000	2.8600%	46.95	C
DATA2 B3	689.05	14	0.1000	2.2100%	16.63	C
UTLTY B3	870.49	2	1.5000	0.0000%	3.00	C
DATAI B4	3,948.29	78	0.1000	2.9600%	124.67	C
DATA2 B4	1,170.00	13	0.1000	2.3100%	28.33	C
DATA I BD	8,032.67	363	0.1000	2.6500%	249.18	C
DATA II BD	6,481.03	63	0.1000	2.2000%	148.89	C
UTLTY BD	1,551.54	4	1.5000	0.0000%	6.00	C
EMRG E/GDB	50,132.08	7,027	0.1500	0.6500%	1,379.91	C
EMGE/GDBMX	5,868.25	9	2.0000	0.0000%	18.00	C
EMRG E/GPP	1,595.43	183	0.1500	0.6500%	37.82	C
EMRG E/GDR	7.50	1	0.2100	0.0500%	0.21	C
EMRGE/GDRF	14,137.48	1,716	0.2200	0.0500%	384.60	C
TOTAL M/C	302,501.06	16,714			6,122.42	C
VISA	- INTERCHANGE					C
SIGN EIRF	48.85	18	0.1000	2.3000%	2.92	C
RTL2 CP	104,689.56	3,211	0.0500	1.4300%	1,657.60	C
CPS RETAIL	13,677.03	315	0.1000	1.5100%	238.02	C
EIRF	1,289.86	196	0.1000	2.3000%	49.27	C
RTL2 CNP	22,384.40	3,629	0.0500	1.4300%	501.55	C
CPS CRD NP	375.13	2	0.1000	1.8000%	6.95	C
US CR CONS	0.00	20	0.0000	0.0000%	0.00	C
SMALL TKT	3,434.32	523	0.0400	1.6500%	77.59	C
REWARDS 1	87,216.26	2,000	0.1000	1.6500%	1,639.08	C
REWARDS 2	2,225.74	8	0.1000	1.9500%	44.20	C
V INTLPREM	5,950.03	168	0.0000	1.8000%	107.10	C
INTLSUPPRM	80.46	6	0.0000	1.9700%	1.59	C
EIRF D	481.47	52	0.2000	1.7500%	18.83	C
RTL2 CNP D	18,163.20	4,049	0.1500	0.6500%	725.42	C
CARD NP D	845.06	7	0.1500	1.6500%	14.99	C
KEYED D	16.86	1	0.1500	1.6500%	0.43	C
CR CONS D	0.00	9	0.0000	0.0000%	0.00	C
SML TKT D	18,320.96	2,927	0.0400	1.5500%	401.06	C
RESTRNT D	155.25	7	0.1000	1.1900%	2.55	C
RETAIL D	101,847.48	2,553	0.1500	0.8000%	1,197.73	C
COM RET C	1,053.85	22	0.1000	2.5000%	28.56	C
COMMCNP B1	152,838.15	697	0.1000	2.2500%	3,508.55	C
COMM CNP C	186.10	76	0.1000	2.6500%	12.53	C
COMM CNP P	102,252.30	248	0.1000	2.6500%	2,734.48	C

COM RET P	16,336.39	80	0.1000	2.5000%	416.41	C
COMM CP B1	36,897.99	214	0.1000	2.2000%	833.14	C
V INTLCOMM	860.15	14	0.0000	2.0000%	17.20	C
V INTLELCT	5,480.99	241	0.0000	1.1000%	60.29	C
V INTLCHIP	121.12	21	0.0000	1.2000%	1.45	C
V INTLSTND	246.60	124	0.0000	1.6000%	3.95	C
VSP CNP	72,983.74	2,737	0.1000	2.4000%	2,025.31	C
VSP RTL	210,827.92	5,300	0.1000	2.1000%	4,957.37	C
VSP STND	1,692.00	250	0.1000	2.9500%	74.92	C
VSP ELEC	157.00	21	0.1000	2.4000%	5.87	C
RETAIL D R	132,166.80	3,228	0.2200	0.0500%	776.26	C
KEYED D R	68.52	3	0.2200	0.0500%	0.69	C
SML TKTD R	32,554.08	4,838	0.2200	0.0500%	1,080.65	C
RSTRNT D R	107.25	6	0.2200	0.0500%	1.37	C
RTL2CNP D R	28,173.40	6,804	0.2200	0.0500%	1,510.97	C
CNP D R	4,490.44	24	0.2200	0.0500%	7.53	C
EIRF D R	1,135.88	91	0.2200	0.0500%	20.59	C
CR CONSD R	0.00	10	0.0000	0.0000%	0.00	C
CRCOMM D R	0.00	1	0.0000	0.0000%	0.00	C
RETAIL PP	4,660.91	143	0.1500	1.1500%	75.06	C
SML TKT PP	1,321.51	239	0.0500	1.6000%	33.10	C
RTL2CNP PP	947.80	282	0.1500	0.6500%	48.46	C
EIRF PP	65.40	4	0.2000	1.8000%	1.98	C
RTL2CNPDMX	1,446.25	3	2.0000	0.0000%	6.00	C
CR COMM DB	0.00	3	0.0000	0.0000%	0.00	C
CP BUS DR	19,059.36	292	0.2200	0.0500%	73.78	C
CNP BUS DR	13,958.82	519	0.2200	0.0500%	121.17	C
CNP SQ	4.80	2	0.1000	2.4000%	0.32	C
COMMCNP B2	10,231.80	218	0.1500	2.4500%	283.38	C
COMM CP B2	25,711.17	489	0.1000	2.3000%	640.25	C
COMMCNP B3	12,866.61	268	0.2000	2.6000%	388.13	C
COMM CP B3	27,729.52	161	0.1000	2.4000%	681.60	C
CP BUSDB	8,436.33	128	0.1000	1.7000%	156.20	C
CNP BUSDB	8,608.70	449	0.1000	2.4500%	255.81	C
STAND B1	65.40	4	0.2000	2.9500%	2.73	C
STAND B2	272.10	78	0.2000	2.9500%	23.64	C
STAND B3	30.60	9	0.2000	2.9500%	2.70	C
CP COMM PP	304.50	17	0.1000	2.1500%	8.25	C
CNP COMM PP	24.00	6	0.1000	2.6500%	1.24	C
COMMCNP B4	51,090.68	377	0.2000	2.7000%	1,454.85	C
COMM CP B4	21,955.39	152	0.1000	2.5000%	564.08	C
STND B4	65.70	18	0.2500	2.9500%	6.44	C
TOTAL VISA	1,390,689.94	48,612			29,594.14	C
DISCOVER ACQUIRING	- INTERCHANGE					C
RETAIL R	2,470.63	55	0.1000	1.7100%	47.75	C
EXPRESS R	11.25	2	0.0000	1.9500%	0.22	C
PUBLIC R	3,794.91	133	0.1000	1.5500%	72.13	C
ELECT COMM	1,988.83	59	0.1000	2.3000%	51.63	C
VOUCHER3 R	0.00	1	0.0000	0.0000%	0.00	C
UTILITY R	1,532.57	5	0.7500	0.0000%	3.75	C
RETAIL P	753.00	15	0.1000	1.7100%	14.37	C
PUBLIC P	319.46	17	0.1000	1.5500%	6.65	C
PUBLIC D	5.00	1	0.2000	0.9000%	0.25	C
UTLTY COMM	109.98	1	1.5000	0.0000%	1.50	C
PUBLIC PP	267.97	15	0.1000	1.5500%	5.66	C
D RTL PP	239.50	8	0.1000	2.1000%	5.83	C
TOTAL DISC	11,493.10	312			209.74	C
TOTAL INTERCHANGE					35,926.30	C
DESCRIPTION	SALES	ITEM COUNT		PROCESSING FEE DOLLARS		C
MASTERCA PROCESSING FEE	302,501.06	16,714		1,053.64		C
VISA PROCESSING FEE	1,390,689.94	48,612		3,094.76		C
DISCOVER PROCESSING FEE	11,493.10	312		24.64		C
UNION PA PROCESSING FEE	0.00	0		0.00		C

PROCESSING FEES		1,704,684.10	65,638		4,173.04	C
SUMMARY					40,099.34	C
POINT OF SALE POS DEBIT CHARGES - BASIC						C
DESCRIPTION	DR CR	SALES AMOUNT	ITEM COUNT	ITEM CHARGE		
INLK PIN DB RTL	DR	34,044.04	1,171	541.68		C
	CR	0.00	0	0.00		C
INLK PP RTL	DR	2,828.34	31	39.66		C
	CR	0.00	0	0.00		C
INLK PIN DB DRF	DR	43,308.27	1,540	483.65		C
	CR	0.00	0	0.00		C
INLK DB BUSINES	DR	3,574.90	111	80.75		C
	CR	0.00	0	0.00		C
MSTO PIN DB RTL	DR	36,084.79	1,240	609.98		C
	CR	0.00	0	0.00		C
MSTO PIN DB DRF	DR	3,935.35	151	47.27		C
	CR	0.00	0	0.00		C
PULS PIN DB RTL	DR	66.66	3	1.22		C
	CR	0.00	0	0.00		C
SUMMARY	DR	123,842.35	4,247	1,804.21		C
	CR	0.00	0	0.00		C
	NET	123,842.35	4,247	1,804.21		C
OTHER TRANSACTION CHARGES CHAIN RECAP						C
DESCRIPTION	DR CR	SALES AMOUNT	ITEM COUNT	TOTAL CHARGE		
M/C CHARGEBACK	DR	0.00	0	0.00		C
	CR	16.12	1	25.00		C
AMEX NON-STL	DR	26,540.08	361	0.00		C
	CR	0.00	0	0.00		C
ADJ SUPPLIES	DR	0.00	0	0.00		C
	CR	17.95	1	0.00		C
BTCH BATCH HDR	DR	0.00	930	0.00		C
	CR	0.00	0	0.00		C
SUMMARY	DR	26,540.08	1,291	0.00		C
	CR	34.07	2	25.00		C
	NET	26,506.01	1,293	25.00		C
CARD ASSOCIATION FEE CHAIN RECAP						C
DESCRIPTION		AMOUNT	ITEM COUNT	FEE AMOUNT		
VISA FEE						C
ASSESSMENTS		992,713.32	21,831	1,290.53		C
BASE II NETWORK ACCESS CHARGE		1,390,689.94	48,567	87.42		C
VI TRANSACTION INTEGRITY FEE		1,682.75	147	14.70		C
VISA DEBIT ASSESSMENTS		397,976.62	26,736	517.37		C
IAF		12,739.35	572	57.32		C
ISA FEE		12,739.35	572	101.92		C

VISA CREDIT VCHR PROCESSING FEE	873.71	22	0.43	C
VISA CREDIT VCHR PROCESS FEE DB	3,544.03	23	0.37	C
VISA FANF TABLE 1B TIER 7	865,947.51	16	64.00	C
VISA FANF TABLE 2 TIER 7	539,646.76	1	120.00	C
ACQUIRER PROCESSING FEE		22,558	439.88	C
ZERO DOLLAR VERIFICATION		82	2.06	C
MIS-USE OF AUTH		96	4.32	C
ZERO FLOOR LIMIT		76	7.60	C
ACQUIRER PROCESSING FEE - DEBIT		27,640	428.44	C
VISA FEE TOTALS			3,136.36	Y
M/C FEE				C
ASSESSMENTS	286,865.29	16,684	344.23	C
MC CREDIT 1K ASSESSMENT FEE	15,635.77	7	21.88	C
MC ACQUIRER LICENSE FEE	302,501.06	16,691	14.21	C
MC INTL ACQUIRER PGM SUPPORT FEE	9,477.89	608	80.57	C
MC INTL CROSS BORDER FEE	9,477.89	608	56.86	C
MC DIGITAL	48,182.83	280	4.82	C
NABU FEE		17,449	340.27	C
MC CVC2 AUTHORIZATION FEE		880	2.21	C
ACCOUNT STATUS INQUIRY		30	0.75	C
PROCESSING INTEGRITY NO REVERSAL		41	1.86	C
PROCESSING INTEGRITY LINE ITEM		41	0.41	C
MC ADDRESS VERIFICATION SERVICE		757	7.57	C
M/C FEE TOTALS			875.64	Y
DSCV FEE				C
ASSESSMENTS	11,493.10	311	14.95	C
DATA USAGE FEE		314	6.15	C
DI NETWORK AUTHORIZATION FEE		314	0.81	C
DSCV FEE TOTALS			21.91	Y
TOTAL CARD ASSOCIATION FEES			4,033.91	C
CHAIN RECAP SECTION				C

MONTH-TO-DATE SALES						
CHAIN #	SALES CREDITS	CHARGEBACKS ADJUSTMENTS	NET SALES			
16013	1,855,066.53	-16.12				C
CITY OF SPOKANE	5,466.11	-17.95	1,849,566.35			C
CHAIN TOTALS:	1,855,066.53	-16.12				C
	5,466.11	-17.95	1,849,566.35			C
YEAR-TO-DATE SALES						
CHAIN #	SALES CREDITS	CHARGEBACKS ADJUSTMENTS	NET SALES			
16013	10,315,620.52	-20.92				C
CITY OF SPOKANE	23,405.06	-82.90	10,292,111.64			C
CHAIN TOTALS:	10,315,620.52	-20.92				C
	23,405.06	-82.90	10,292,111.64			C
MONTH-TO-DATE FEES AND CHARGES						
CHAIN #	CREDIT CARD AUTHORIZATION FEE	OTHER CARD OTHER FEES	EBT CHARGES POS DEBIT	MINIMUM BILL ELECTRONIC CHECK		
16013	40,099.34	25.00	0.00	66.17		C
CITY OF SPOKANE	35.88	1,093.59	1,804.21	0.00		C
	0.00	0.00	4,033.91		47,158.10	C
CHAIN TOTALS:	40,099.34	25.00	0.00	66.17		C
	35.88	1,093.59	1,804.21	0.00		C
	0.00	0.00	4,033.91		47,158.10	C
YEAR-TO-DATE FEES AND CHARGES						
CHAIN #	CREDIT CARD AUTHORIZATION FEE	OTHER CARD OTHER FEES	EBT CHARGES POS DEBIT	MINIMUM BILL ELECTRONIC CHECK		
16013	226,118.79	100.00	0.00	864.02		C
CITY OF SPOKANE	152.47	6,735.52	11,533.88	0.00		C
	0.00	158.24	21,207.38		266,870.30	C
CHAIN TOTALS:	226,118.79	100.00	0.00	864.02		C
	152.47	6,735.52	11,533.88	0.00		C

0.00 158.24 21,207.38 266,870.30 C

REPORT CYCLE	CUTOFF		
LOGO DESCRIPTION	REPORT DATE	DBA NAME	
U.S. BANK	07/31/2016	CITY OF SPOKANE	
PRINCIPAL CHAIN	16012	CHAIN NAME	CITY OF SPOKANE
PARENT CHAIN	16013	ATTENTION	ELLEN DOLAN
PARENT ENTITY	61305	ADDRESS	808 W SPOKANE BLVD
			ATTN: TREASURERS OFFICE
RETURN ADDRESS			SPOKANE
U.S. BANK N.A.		WA, 99201,	USA
7300 CHAPMAN HWY			
KNOXVILLE			
TN, 37920,	USA		

FOR CUSTOMER SERVICE PLEASE CALL 800-334-1941

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SUMMARY

	# OF ITEMS	DOLLAR AMOUNTS	FEE/CHRG CAT.	FEE SUMMARY
SALES	70,177	1,855,066.53	CREDIT CARDS	40,099.34
RETURNS	69	5,466.11	EBT	0.00
NET SALES	70,246	1,849,600.42	PIN DEBIT	1,804.21
CHARGEBACKS	1	-16.12	AMERICN EXPRES	0.00
ADJUSTMENTS	1	-17.95	AMER EXPRESS	0.00
REBATE ADJ	0	0.00	OTHER TXN	25.00
CONV FEE ADJ	0	0.00	MONEY MANAGER	0.00
TOTAL SALES	70,248	1,849,566.35	CARD MIN BILL	66.17
			ELEC CHECK	0.00
			DEBIT MIN BILL	0.00
			ECS MIN BILL	0.00
			CARD ASSOC FEE	4,033.91
			AUTH FEES	35.88
			OTHER FEES	1,093.59
			TOT CHRG/FEE	47,158.10

LESS REBATES 0.00

VOLUME RECAP

ALL TYPE VISA				
SALES ITEMS	SALES AMOUNT	CREDIT ITEMS	CREDIT AMOUNT	
48,567	1,390,689.94	45	4,417.74	
NET SALES AMOUNT		DISCOUNT PAID	PER ITEM PAID	
1,386,272.20		23,008.74	9,680.16	
ALL TYPE MASTERCARD				
SALES ITEMS	SALES AMOUNT	CREDIT ITEMS	CREDIT AMOUNT	
16,691	302,501.06	23	1,011.37	
NET SALES AMOUNT		DISCOUNT PAID	PER ITEM PAID	
301,489.69		3,766.01	3,410.05	
ALL TYPE DISCOVER ACQUIRING				
SALES ITEMS	SALES AMOUNT	CREDIT ITEMS	CREDIT AMOUNT	
311	11,493.10	1	37.00	
NET SALES AMOUNT		DISCOUNT PAID	PER ITEM PAID	
11,456.10		174.09	60.29	
ALL TYPE INTERLINK				
SALES ITEMS	SALES AMOUNT	CREDIT ITEMS	CREDIT AMOUNT	
2,853	83,755.55	0	0.00	

	NET SALES AMOUNT	DISCOUNT PAID	PER ITEM PAID			C
	83,755.55	387.30	758.44			C
ALL TYPE MAESTRO						C
SALES ITEMS	SALES AMOUNT	CREDIT ITEMS	CREDIT AMOUNT			C
1,391	40,020.14	0	0.00			C
	NET SALES AMOUNT	DISCOUNT PAID	PER ITEM PAID			C
	40,020.14	326.75	330.50			C
ALL TYPE PULSE REGIONAL POS DEBIT						C
SALES ITEMS	SALES AMOUNT	CREDIT ITEMS	CREDIT AMOUNT			C
3	66.66	0	0.00			C
	NET SALES AMOUNT	DISCOUNT PAID	PER ITEM PAID			C
	66.66	0.53	0.69			C
ALL TYPE AMERICAN EXPRESS						C
SALES ITEMS	SALES AMOUNT	CREDIT ITEMS	CREDIT AMOUNT			C
361	26,540.08	0	0.00			C
	NET SALES AMOUNT	DISCOUNT PAID	PER ITEM PAID			C
	26,540.08	0.00	0.00			C
CREDIT CARD CHAIN RECAP - INTERCHANGE +						C
DESCRIPTION	SALES	ITEM COUNT	INTERCHANGE PER ITEM	INTERCHANGE RATE	INTERCHANGE DOLLARS	C
MASTERCARD	- INTERCHANGE					C
MERIT I	61.00	2	0.1000	1.8900%	1.35	C
MERIT III	8,899.74	203	0.1000	1.5800%	160.91	C
KEY ENTERD	4.20	1	0.1000	1.8900%	0.18	C
M INTLSTND	205.50	95	0.0000	1.6000%	3.29	C
INTL ELEC	6,184.94	370	0.0000	1.1000%	68.03	C
PUBLIC CNP	5,462.52	410	0.1000	1.5500%	125.67	C
CORP INTL	553.43	9	0.0000	2.0000%	11.07	C
C DATA I	512.40	37	0.1000	2.6500%	17.28	C
CONV PURCH	61.25	9	0.0000	1.9000%	1.16	C
PUBLIC CP	6,489.39	377	0.1000	1.5500%	138.29	C
INTLP ELEC	2,295.92	92	0.0000	1.8500%	42.48	C
INTLP STND	78.90	31	0.0000	1.8500%	1.47	C
DATAI B2	1,069.46	63	0.1000	2.8100%	36.35	C
DATA2 B2	3,458.75	21	0.1000	2.1600%	76.81	C
WEBCOMDAT1	4.20	2	0.1000	2.8600%	0.32	C
INTLELECSP	109.40	6	0.0000	1.9800%	2.17	C
INTLSTNDSP	49.80	5	0.0000	1.9800%	0.99	C
MC REF G1D	0.00	3	0.0000	0.0000%	0.00	C
MC REF G3D	0.00	9	0.0000	0.0000%	0.00	C
MC REFCON3	0.00	7	0.0000	0.0000%	0.00	C
MC REF CRP3	0.00	1	0.0000	0.0000%	0.00	C
MCW MERIT3	12,006.34	340	0.1000	1.7700%	246.51	C
MCW PUBCNP	7,319.87	758	0.1000	1.5500%	189.26	C
MCWUTILITY	1,587.82	5	0.6500	0.0000%	3.25	C
MWEUTILITY	243.84	1	0.7500	0.0000%	0.75	C
MWE MERIT3	6,629.33	137	0.1000	2.2000%	159.54	C
MWB COMDAT1	196.72	22	0.1000	2.8100%	7.73	C
HV MERIT3	1,233.27	25	0.1000	2.2000%	29.64	C
HVPUBSECCP	787.34	24	0.1000	1.5500%	14.60	C
HVPUBSECNP	239.80	48	0.1000	1.5500%	8.52	C
HV UTILITY	415.07	2	0.7500	0.0000%	1.50	C
MCWCONPURC	30.25	4	0.0000	2.0000%	0.61	C
MCW PUB CP	20,707.91	758	0.1000	1.5500%	396.77	C
MC STND D	2.00	2	0.2500	1.9000%	0.54	C
MERIT 1 D	18.00	1	0.1500	1.6000%	0.44	C
MERIT 3 D	58,025.76	1,716	0.1500	1.0500%	866.67	C

MC UTIL DB	8,628.65	53	0.4500	0.0000%	23.85	C
MC SM TK D	604.25	99	0.0400	1.5500%	13.33	C
MC REST D	100.25	5	0.1000	1.1900%	1.69	C
ENH MER 3	5,961.46	149	0.1000	1.7300%	118.03	C
ENHPUBSCNP	2,424.90	267	0.1000	1.5500%	64.28	C
MC UTILITY	457.97	5	0.6500	0.0000%	3.25	C
ENHUTILITY	598.51	2	0.6500	0.0000%	1.30	C
CDATA II P	2,752.00	3	0.1000	2.5000%	69.10	C
CDATA II F	3,901.50	44	0.1000	2.5000%	101.94	C
CDATA II B	588.14	8	0.1000	2.0000%	12.56	C
ENH CONVPR	11.00	2	0.0000	1.9000%	0.21	C
ENHPUBSECP	4,937.11	282	0.1000	1.5500%	104.74	C
MER3 DRF	11,361.67	303	0.2200	0.0500%	72.34	C
REST DRF	134.75	10	0.2200	0.0500%	2.27	C
SM TKT DRF	145.45	31	0.2200	0.0500%	6.89	C
UTLY DRF	730.59	5	0.2200	0.0500%	1.47	C
REF G1 DRF	0.00	1	0.2200	0.0000%	0.22	C
REF G3 DRF	0.00	2	0.2200	0.0000%	0.44	C
DATAII DRF	351.50	4	0.2200	0.0500%	1.06	C
DATA I DRF	803.00	20	0.2200	0.0500%	4.80	C
C DATA I B	4,088.20	99	0.1000	2.6500%	118.26	C
C DATA I P	4,649.29	9	0.1000	2.6500%	124.11	C
C DATA I F	7,129.36	172	0.1000	2.6500%	206.13	C
MERIT 3 PP	440.28	14	0.1500	1.0500%	6.73	C
STANDARDPP	1.40	2	0.2500	1.9000%	0.53	C
MC UTLYTYP	794.44	7	0.6500	0.0000%	4.55	C
DATAI B3	1,477.46	47	0.1000	2.8600%	46.95	C
DATA2 B3	689.05	14	0.1000	2.2100%	16.63	C
UTLTY B3	870.49	2	1.5000	0.0000%	3.00	C
DATAI B4	3,948.29	78	0.1000	2.9600%	124.67	C
DATA2 B4	1,170.00	13	0.1000	2.3100%	28.33	C
DATA I BD	8,032.67	363	0.1000	2.6500%	249.18	C
DATA II BD	6,481.03	63	0.1000	2.2000%	148.89	C
UTLTY BD	1,551.54	4	1.5000	0.0000%	6.00	C
EMRG E/GDB	50,132.08	7,027	0.1500	0.6500%	1,379.91	C
EMGE/GDBMX	5,868.25	9	2.0000	0.0000%	18.00	C
EMRG E/GPP	1,595.43	183	0.1500	0.6500%	37.82	C
EMRG E/GDR	7.50	1	0.2100	0.0500%	0.21	C
EMRGE/GDRF	14,137.48	1,716	0.2200	0.0500%	384.60	C
TOTAL M/C	302,501.06	16,714			6,122.42	C
VISA	- INTERCHANGE					C
SIGN EIRF	48.85	18	0.1000	2.3000%	2.92	C
RTL2 CP	104,689.56	3,211	0.0500	1.4300%	1,657.60	C
CPS RETAIL	13,677.03	315	0.1000	1.5100%	238.02	C
EIRF	1,289.86	196	0.1000	2.3000%	49.27	C
RTL2 CNP	22,384.40	3,629	0.0500	1.4300%	501.55	C
CPS CRD NP	375.13	2	0.1000	1.8000%	6.95	C
US CR CONS	0.00	20	0.0000	0.0000%	0.00	C
SMALL TKT	3,434.32	523	0.0400	1.6500%	77.59	C
REWARDS 1	87,216.26	2,000	0.1000	1.6500%	1,639.08	C
REWARDS 2	2,225.74	8	0.1000	1.9500%	44.20	C
V INTLPREM	5,950.03	168	0.0000	1.8000%	107.10	C
INTLSUPPRM	80.46	6	0.0000	1.9700%	1.59	C
EIRF D	481.47	52	0.2000	1.7500%	18.83	C
RTL2 CNP D	18,163.20	4,049	0.1500	0.6500%	725.42	C
CARD NP D	845.06	7	0.1500	1.6500%	14.99	C
KEYED D	16.86	1	0.1500	1.6500%	0.43	C
CR CONS D	0.00	9	0.0000	0.0000%	0.00	C
SML TKT D	18,320.96	2,927	0.0400	1.5500%	401.06	C
RESTRNT D	155.25	7	0.1000	1.1900%	2.55	C
RETAIL D	101,847.48	2,553	0.1500	0.8000%	1,197.73	C
COM RET C	1,053.85	22	0.1000	2.5000%	28.56	C
COMMCNP B1	152,838.15	697	0.1000	2.2500%	3,508.55	C
COMM CNP C	186.10	76	0.1000	2.6500%	12.53	C
COMM CNP P	102,252.30	248	0.1000	2.6500%	2,734.48	C

COM RET P	16,336.39	80	0.1000	2.5000%	416.41	C
COMM CP B1	36,897.99	214	0.1000	2.2000%	833.14	C
V INTLCOMM	860.15	14	0.0000	2.0000%	17.20	C
V INTLELCT	5,480.99	241	0.0000	1.1000%	60.29	C
V INTLCHIP	121.12	21	0.0000	1.2000%	1.45	C
V INTLSTND	246.60	124	0.0000	1.6000%	3.95	C
VSP CNP	72,983.74	2,737	0.1000	2.4000%	2,025.31	C
VSP RTL	210,827.92	5,300	0.1000	2.1000%	4,957.37	C
VSP STND	1,692.00	250	0.1000	2.9500%	74.92	C
VSP ELEC	157.00	21	0.1000	2.4000%	5.87	C
RETAIL D R	132,166.80	3,228	0.2200	0.0500%	776.26	C
KEYED D R	68.52	3	0.2200	0.0500%	0.69	C
SML TKTD R	32,554.08	4,838	0.2200	0.0500%	1,080.65	C
RSTRNT D R	107.25	6	0.2200	0.0500%	1.37	C
RTL2CNP D R	28,173.40	6,804	0.2200	0.0500%	1,510.97	C
CNP D R	4,490.44	24	0.2200	0.0500%	7.53	C
EIRF D R	1,135.88	91	0.2200	0.0500%	20.59	C
CR CONSD R	0.00	10	0.0000	0.0000%	0.00	C
CRCOMM D R	0.00	1	0.0000	0.0000%	0.00	C
RETAIL PP	4,660.91	143	0.1500	1.1500%	75.06	C
SML TKT PP	1,321.51	239	0.0500	1.6000%	33.10	C
RTL2CNP PP	947.80	282	0.1500	0.6500%	48.46	C
EIRF PP	65.40	4	0.2000	1.8000%	1.98	C
RTL2CNPDMX	1,446.25	3	2.0000	0.0000%	6.00	C
CR COMM DB	0.00	3	0.0000	0.0000%	0.00	C
CP BUS DR	19,059.36	292	0.2200	0.0500%	73.78	C
CNP BUS DR	13,958.82	519	0.2200	0.0500%	121.17	C
CNP SQ	4.80	2	0.1000	2.4000%	0.32	C
COMMCNP B2	10,231.80	218	0.1500	2.4500%	283.38	C
COMM CP B2	25,711.17	489	0.1000	2.3000%	640.25	C
COMMCNP B3	12,866.61	268	0.2000	2.6000%	388.13	C
COMM CP B3	27,729.52	161	0.1000	2.4000%	681.60	C
CP BUSDB	8,436.33	128	0.1000	1.7000%	156.20	C
CNP BUSDB	8,608.70	449	0.1000	2.4500%	255.81	C
STAND B1	65.40	4	0.2000	2.9500%	2.73	C
STAND B2	272.10	78	0.2000	2.9500%	23.64	C
STAND B3	30.60	9	0.2000	2.9500%	2.70	C
CP COMM PP	304.50	17	0.1000	2.1500%	8.25	C
CNP COMM PP	24.00	6	0.1000	2.6500%	1.24	C
COMMCNP B4	51,090.68	377	0.2000	2.7000%	1,454.85	C
COMM CP B4	21,955.39	152	0.1000	2.5000%	564.08	C
STND B4	65.70	18	0.2500	2.9500%	6.44	C
TOTAL VISA	1,390,689.94	48,612			29,594.14	C
DISCOVER ACQUIRING	- INTERCHANGE					C
RETAIL R	2,470.63	55	0.1000	1.7100%	47.75	C
EXPRESS R	11.25	2	0.0000	1.9500%	0.22	C
PUBLIC R	3,794.91	133	0.1000	1.5500%	72.13	C
ELECT COMM	1,988.83	59	0.1000	2.3000%	51.63	C
VOUCHER3 R	0.00	1	0.0000	0.0000%	0.00	C
UTILITY R	1,532.57	5	0.7500	0.0000%	3.75	C
RETAIL P	753.00	15	0.1000	1.7100%	14.37	C
PUBLIC P	319.46	17	0.1000	1.5500%	6.65	C
PUBLIC D	5.00	1	0.2000	0.9000%	0.25	C
UTLTY COMM	109.98	1	1.5000	0.0000%	1.50	C
PUBLIC PP	267.97	15	0.1000	1.5500%	5.66	C
D RTL PP	239.50	8	0.1000	2.1000%	5.83	C
TOTAL DISC	11,493.10	312			209.74	C
TOTAL INTERCHANGE					35,926.30	C
DESCRIPTION	SALES	ITEM COUNT		PROCESSING FEE DOLLARS		C
MASTERCA PROCESSING FEE	302,501.06	16,714		1,053.64		C
VISA PROCESSING FEE	1,390,689.94	48,612		3,094.76		C
DISCOVER PROCESSING FEE	11,493.10	312		24.64		C
UNION PA PROCESSING FEE	0.00	0		0.00		C

PROCESSING FEES		1,704,684.10	65,638		4,173.04	C
SUMMARY					40,099.34	C
POINT OF SALE POS DEBIT CHARGES - BASIC						C
DESCRIPTION	DR CR	SALES AMOUNT	ITEM COUNT	ITEM CHARGE		
INLK PIN DB RTL	DR	34,044.04	1,171	541.68		C
	CR	0.00	0	0.00		C
INLK PP RTL	DR	2,828.34	31	39.66		C
	CR	0.00	0	0.00		C
INLK PIN DB DRF	DR	43,308.27	1,540	483.65		C
	CR	0.00	0	0.00		C
INLK DB BUSINES	DR	3,574.90	111	80.75		C
	CR	0.00	0	0.00		C
MSTO PIN DB RTL	DR	36,084.79	1,240	609.98		C
	CR	0.00	0	0.00		C
MSTO PIN DB DRF	DR	3,935.35	151	47.27		C
	CR	0.00	0	0.00		C
PULS PIN DB RTL	DR	66.66	3	1.22		C
	CR	0.00	0	0.00		C
SUMMARY	DR	123,842.35	4,247	1,804.21		C
	CR	0.00	0	0.00		C
	NET	123,842.35	4,247	1,804.21		C
OTHER TRANSACTION CHARGES CHAIN RECAP						C
DESCRIPTION	DR CR	SALES AMOUNT	ITEM COUNT	TOTAL CHARGE		
M/C CHARGEBACK	DR	0.00	0	0.00		C
	CR	16.12	1	25.00		C
AMEX NON-STL	DR	26,540.08	361	0.00		C
	CR	0.00	0	0.00		C
ADJ SUPPLIES	DR	0.00	0	0.00		C
	CR	17.95	1	0.00		C
BTCH BATCH HDR	DR	0.00	930	0.00		C
	CR	0.00	0	0.00		C
SUMMARY	DR	26,540.08	1,291	0.00		C
	CR	34.07	2	25.00		C
	NET	26,506.01	1,293	25.00		C
CARD ASSOCIATION FEE CHAIN RECAP						C
DESCRIPTION		AMOUNT	ITEM COUNT	FEE AMOUNT		
VISA FEE						C
ASSESSMENTS		992,713.32	21,831	1,290.53		C
BASE II NETWORK ACCESS CHARGE		1,390,689.94	48,567	87.42		C
VI TRANSACTION INTEGRITY FEE		1,682.75	147	14.70		C
VISA DEBIT ASSESSMENTS		397,976.62	26,736	517.37		C
IAF		12,739.35	572	57.32		C
ISA FEE		12,739.35	572	101.92		C

VISA CREDIT VCHR PROCESSING FEE	873.71	22	0.43	C
VISA CREDIT VCHR PROCESS FEE DB	3,544.03	23	0.37	C
VISA FANF TABLE 1B TIER 7	865,947.51	16	64.00	C
VISA FANF TABLE 2 TIER 7	539,646.76	1	120.00	C
ACQUIRER PROCESSING FEE		22,558	439.88	C
ZERO DOLLAR VERIFICATION		82	2.06	C
MIS-USE OF AUTH		96	4.32	C
ZERO FLOOR LIMIT		76	7.60	C
ACQUIRER PROCESSING FEE - DEBIT		27,640	428.44	C
VISA FEE TOTALS			3,136.36	Y
M/C FEE				C
ASSESSMENTS	286,865.29	16,684	344.23	C
MC CREDIT 1K ASSESSMENT FEE	15,635.77	7	21.88	C
MC ACQUIRER LICENSE FEE	302,501.06	16,691	14.21	C
MC INTL ACQUIRER PGM SUPPORT FEE	9,477.89	608	80.57	C
MC INTL CROSS BORDER FEE	9,477.89	608	56.86	C
MC DIGITAL	48,182.83	280	4.82	C
NABU FEE		17,449	340.27	C
MC CVC2 AUTHORIZATION FEE		880	2.21	C
ACCOUNT STATUS INQUIRY		30	0.75	C
PROCESSING INTEGRITY NO REVERSAL		41	1.86	C
PROCESSING INTEGRITY LINE ITEM		41	0.41	C
MC ADDRESS VERIFICATION SERVICE		757	7.57	C
M/C FEE TOTALS			875.64	Y
DSCV FEE				C
ASSESSMENTS	11,493.10	311	14.95	C
DATA USAGE FEE		314	6.15	C
DI NETWORK AUTHORIZATION FEE		314	0.81	C
DSCV FEE TOTALS			21.91	Y
TOTAL CARD ASSOCIATION FEES			4,033.91	C
MERCHANT RECAP SECTION				C

		MONTH-TO-DATE SALES			
		SALES	CHARGEBACKS	REBATE ADJUSTMENTS	
STORE #	MERCHANT #	CREDITS	ADJUSTMENTS	NET SALES	
0	8021347912	225.00	0.00	0.00	C
CO SPOKANE POLICE		50.00	0.00	175.00	C
0	8021347938	8,151.00	0.00	0.00	C
CO SPOKANE PARKS DEPT		0.00	0.00	8,151.00	C
0	8021347946	125,289.47	0.00	0.00	C
INDIAN CANYON GC		0.00	0.00	125,289.47	C
0	8021347953	269,728.25	0.00	0.00	C
CO SPOKANE RIVERFRONT PARK		556.11	0.00	269,172.14	C
0	8021347979	25,024.78	0.00	0.00	C
CO SPOKANE FIRE PREVENTION DPT		474.70	0.00	24,550.08	C
0	8021348050	116,449.15	0.00	0.00	C
ESMERALDA GC		0.00	0.00	116,449.15	C
0	8021348191	162,186.55	-16.12	0.00	C
CO SPOKANE W2E PLANT		0.00	-17.95	162,152.48	C
0	8021348233	108,542.32	0.00	0.00	C
CO SPOKANE UTILITIES COUNTER		0.00	0.00	108,542.32	C
0	8021348258	1,416.94	0.00	0.00	C
CO SPOKANE TAXES AND LICENSES		0.00	0.00	1,416.94	C
0	8021348720	110,162.19	0.00	0.00	C
THE CREEK QUALCHAN GC		215.00	0.00	109,947.19	C
0	8021348779	170,470.91	0.00	0.00	C
DOWNRIVER GC		503.00	0.00	169,967.91	C
0	8021391167	638,637.21	0.00	0.00	C
CO SPOKANE ACCELA PERMITS		3,517.30	0.00	635,119.91	C
0	8022225729	3,392.35	0.00	0.00	C
CO SPOKANE MERKEL CONCESSION		0.00	0.00	3,392.35	C
0	8022831146	2,820.00	0.00	0.00	C
CO SPOKANE PARKING VIOLATIONS		0.00	0.00	2,820.00	C
0	8023415097	873.87	0.00	0.00	C
CITY OF SPOKANE TREASURERS OFFIC		0.00	0.00	873.87	C

0	8023911087	51,687.00	0.00	0.00	C
CITY OF SPOKANE PARKING METERS		0.00	0.00	51,687.00	C
0	8023958864	50,260.00	0.00	0.00	C
CITY OF SPOKANE PARKING CITATION		0.00	0.00	50,260.00	C
0	8028130444	6,574.65	0.00	0.00	C
COS LIBRARY SELF CHECKOUT		150.00	0.00	6,424.65	C
0	8028130477	1,169.35	0.00	0.00	C
COS LIBRARY PAY ONLINE		0.00	0.00	1,169.35	C
0	8028514555	2,005.54	0.00	0.00	C
CITY OF SPOKANE LID		0.00	0.00	2,005.54	C
CHAIN TOTALS:		1,855,066.53	-16.12		C
		5,466.11	-17.95	1,849,566.35	C
YEAR-TO-DATE SALES					
STORE #	MERCHANT #	SALES CREDITS	CHARGEBACKS REBATE ADJUSTMENTS	ADJUSTMENTS	NET SALES
0	8021009454	13.70	0.00	0.00	0.00
CO SPOKANE PARKING METERS		0.00	0.00	0.00	13.70
0	8021347912	8,755.00	0.00	0.00	0.00
CO SPOKANE POLICE		50.00	0.00	0.00	8,705.00
0	8021347938	29,732.76	0.00	0.00	0.00
CO SPOKANE PARKS DEPT		0.50	0.00	0.00	29,732.26
0	8021347946	446,945.23	0.00	0.00	0.00
INDIAN CANYON GC		0.00	0.00	0.00	446,945.23
0	8021347953	891,042.15	0.00	0.00	0.00
CO SPOKANE RIVERFRONT PARK		3,441.04	-25.00	0.00	887,576.11
0	8021347979	152,306.96	0.00	0.00	0.00
CO SPOKANE FIRE PREVENTION DPT		990.78	0.00	0.00	151,316.18
0	8021348050	503,722.33	0.00	0.00	0.00
ESMERALDA GC		0.00	0.00	0.00	503,722.33
0	8021348191	1,058,310.09	-16.12	0.00	0.00
CO SPOKANE W2E PLANT		0.00	-57.90	0.00	1,058,236.07
0	8021348233	725,245.96	0.00	0.00	0.00
CO SPOKANE UTILITIES COUNTER		0.00	0.00	0.00	725,245.96
0	8021348258	6,642.35	0.00	0.00	0.00
CO SPOKANE TAXES AND LICENSES		0.00	0.00	0.00	6,642.35
0	8021348720	525,122.40	0.00	0.00	0.00
THE CREEK QUALCHAN GC		821.97	0.00	0.00	524,300.43
0	8021348779	781,305.50	0.00	0.00	0.00
DOWNRIVER GC		4,080.85	0.00	0.00	777,224.65
0	8021391167	4,285,709.39	0.00	0.00	0.00
CO SPOKANE ACCELA PERMITS		11,984.30	0.00	0.00	4,273,725.09
0	8022225729	16,095.22	0.00	0.00	0.00
CO SPOKANE MERKEL CONCESSION		6.00	0.00	0.00	16,089.22
0	8022831146	31,703.72	0.00	0.00	0.00
CO SPOKANE PARKING VIOLATIONS		850.00	0.00	0.00	30,853.72
0	8023415097	897.37	0.00	0.00	0.00
CITY OF SPOKANE TREASURERS OFFIC		533.82	0.00	0.00	363.55
0	8023911087	407,915.70	-4.80	0.00	0.00
CITY OF SPOKANE PARKING METERS		0.00	0.00	0.00	407,910.90
0	8023958864	377,616.27	0.00	0.00	0.00
CITY OF SPOKANE PARKING CITATION		140.00	0.00	0.00	377,476.27
0	8028130444	46,187.74	0.00	0.00	0.00
COS LIBRARY SELF CHECKOUT		410.00	0.00	0.00	45,777.74
0	8028130477	7,348.15	0.00	0.00	0.00
COS LIBRARY PAY ONLINE		95.80	0.00	0.00	7,252.35
0	8028514555	13,002.53	0.00	0.00	0.00
CITY OF SPOKANE LID		0.00	0.00	0.00	13,002.53
CHAIN TOTALS:		10,315,620.52	-20.92		C
		23,405.06	-82.90	10,292,111.64	C
MONTH-TO-DATE FEES AND CHARGES					
STORE #	MERCHANT #	CREDIT CARDS	OTHER CARD	EBT CHARGES	MINIMUM BILL
		AUTHORIZATION FEE	OTHER FEES	POS DEBIT	ELECTRONIC CHECK
		MONEY MANAGER		AMEX	CARD ASSOC FEES
0	8021009454	0.00	0.00	0.00	0.00
CO SPOKANE PARKING METERS		0.00	57.00	0.00	0.00
		0.00	0.00	184.00	241.00

0	8021064400	0.00	0.00	0.00	0.00	0.00	C
CO SPOKANE PARKING CELL		0.00	62.00	0.00	0.00	0.00	C
		0.00	0.00	0.00	62.00		C
0	8021347912	6.22	0.00	0.00	0.00	0.00	C
CO SPOKANE POLICE		0.00	57.00	0.00	0.00	0.00	C
		0.00	0.00	0.32	63.54		C
0	8021347938	174.15	0.00	0.00	0.00	0.00	C
CO SPOKANE PARKS DEPT		0.03	50.00	1.20	0.00	0.00	C
		0.00	0.00	11.21	236.59		C
0	8021347946	2,159.75	0.00	0.00	0.00	0.00	C
INDIAN CANYON GC		0.00	12.00	0.00	0.00	0.00	C
		0.00	0.00	286.97	2,458.72		C
0	8021347953	7,039.07	0.00	0.00	0.00	0.00	C
CO SPOKANE RIVERFRONT PARK		0.54	17.00	0.00	0.00	0.00	C
		0.00	0.00	877.80	7,934.41		C
0	8021347979	656.75	0.00	0.00	0.00	0.00	C
CO SPOKANE FIRE PREVENTION DPT		0.00	57.00	0.00	0.00	0.00	C
		0.00	0.00	36.48	750.23		C
0	8021348050	2,160.04	0.00	0.00	0.00	0.00	C
ESMERALDA GC		0.00	12.00	0.00	0.00	0.00	C
		0.00	0.00	224.46	2,396.50		C
0	8021348191	1,541.78	25.00	0.00	0.00	0.00	C
CO SPOKANE W2E PLANT		33.67	514.64	1,587.53	0.00	0.00	C
		0.00	0.00	129.26	3,831.88		C
0	8021348233	899.82	0.00	0.00	0.00	0.00	C
CO SPOKANE UTILITIES COUNTER		1.08	12.00	189.19	0.00	0.00	C
		0.00	0.00	107.25	1,209.34		C
0	8021348258	16.79	0.00	0.00	0.00	0.00	C
CO SPOKANE TAXES AND LICENSES		0.03	12.00	3.07	0.00	0.00	C
		0.00	0.00	1.70	33.59		C
0	8021348720	1,877.02	0.00	0.00	0.00	0.00	C
THE CREEK QUALCHAN GC		0.00	12.00	0.00	0.00	0.00	C
		0.00	0.00	204.12	2,093.14		C
0	8021348779	3,106.78	0.00	0.00	0.00	0.00	C
DOWNRIVER GC		0.00	12.00	0.00	0.00	0.00	C
		0.00	0.00	332.76	3,451.54		C
0	8021391167	14,082.60	0.00	0.00	0.00	0.00	C
CO SPOKANE ACCELA PERMITS		0.00	57.00	0.00	0.00	0.00	C
		0.00	0.00	871.51	15,011.11		C
0	8022225729	130.97	0.00	0.00	0.00	0.00	C
CO SPOKANE MERKEL CONCESSION		0.00	0.00	0.00	0.00	0.00	C
		0.00	0.00	13.17	144.14		C
0	8022831146	12.66	0.00	0.00	0.00	0.00	C
CO SPOKANE PARKING VIOLATIONS		0.53	12.00	23.22	0.00	0.00	C
		0.00	0.00	1.41	49.82		C
0	8023365243	0.00	0.00	0.00	35.00	0.00	C
CO SPOKANE UTILITIES IVR		0.00	26.95	0.00	0.00	0.00	C
		0.00	0.00	0.00	61.95		C
0	8023415097	2.62	0.00	0.00	31.17	0.00	C
CITY OF SPOKANE TREASURERS OFFIC		0.00	7.00	0.00	0.00	0.00	C
		0.00	0.00	1.21	42.00		C
0	8023911087	5,232.15	0.00	0.00	0.00	0.00	C
CITY OF SPOKANE PARKING METERS		0.00	52.00	0.00	0.00	0.00	C
		0.00	0.00	593.04	5,877.19		C
0	8023958864	725.42	0.00	0.00	0.00	0.00	C
CITY OF SPOKANE PARKING CITATION		0.00	52.00	0.00	0.00	0.00	C
		0.00	0.00	109.85	887.27		C
0	8028130444	212.63	0.00	0.00	0.00	0.00	C
COS LIBRARY SELF CHECKOUT		0.00	0.00	0.00	0.00	0.00	C
		0.00	0.00	34.68	247.31		C
0	8028130477	40.13	0.00	0.00	0.00	0.00	C
COS LIBRARY PAY ONLINE		0.00	0.00	0.00	0.00	0.00	C
		0.00	0.00	10.04	50.17		C
0	8028514555	21.99	0.00	0.00	0.00	0.00	C
CITY OF SPOKANE LID		0.00	0.00	0.00	0.00	0.00	C
		0.00	0.00	2.67	24.66		C

CHAIN TOTALS:		40,099.34	25.00	0.00	66.17		C
		35.88	1,093.59	1,804.21		0.00	C
		0.00	0.00	4,033.91		47,158.10	C
		YEAR-TO-DATE FEES AND CHARGES					C
STORE #	MERCHANT #	CREDIT CARDS	OTHER CARD	EBT CHARGES	MINIMUM BILL		C
		AUTHORIZATION FEE	OTHER FEES	POS DEBIT	ELECTRONIC CHECK		C
		MONEY MANAGER		AMEX	CARD ASSOC FEES		TOTAC
0	8021009454	2.13	0.00	0.00	0.00		C
CO SPOKANE PARKING METERS		0.00	399.00	0.00	0.00		C
		0.00	0.00	1,256.25	1,657.38		C
0	8021064400	0.00	0.00	0.00	0.00		C
CO SPOKANE PARKING CELL		0.00	434.00	0.00	0.00		C
		0.00	0.00	0.00	434.00		C
0	8021347912	204.74	0.00	0.00	0.00		C
CO SPOKANE POLICE		0.00	1,057.51	0.00	0.00		C
		0.00	0.00	27.60	1,289.85		C
0	8021347938	508.67	0.00	0.00	0.00		C
CO SPOKANE PARKS DEPT		0.06	350.00	15.19	0.00		C
		0.00	0.00	33.25	907.17		C
0	8021347946	7,443.34	0.00	0.00	70.00		C
INDIAN CANYON GC		0.00	84.00	0.00	0.00		C
		0.00	0.00	870.99	8,468.33		C
0	8021347953	24,443.79	0.00	0.00	0.00		C
CO SPOKANE RIVERFRONT PARK		3.63	119.10	0.00	0.00		C
		0.00	0.00	2,824.88	27,391.40		C
0	8021347979	3,932.77	0.00	0.00	0.00		C
CO SPOKANE FIRE PREVENTION DPT		0.00	264.00	0.00	0.00		C
		0.00	0.00	219.01	4,415.78		C
0	8021348050	8,623.04	0.00	0.00	29.51		C
ESMERALDA GC		0.00	84.04	0.00	0.00		C
		0.00	0.00	884.22	9,620.81		C
0	8021348092	0.00	0.00	0.00	0.00		C
CO SPOKANE ENGINEERING SVCS		0.00	41.00	0.00	0.00		C
		0.00	0.00	0.00	41.00		C
0	8021348183	0.00	0.00	0.00	0.00		C
CO SPOKANE BUILDING SRVCS		0.00	41.00	0.00	0.00		C
		0.00	0.00	0.00	41.00		C
0	8021348191	10,277.84	25.00	0.00	0.00		C
CO SPOKANE W2E PLANT		133.31	1,414.08	9,451.15	0.00		C
		0.00	0.00	880.62	22,182.00		C
0	8021348233	5,278.48	0.00	0.00	0.00		C
CO SPOKANE UTILITIES COUNTER		7.25	84.00	1,833.68	0.00		C
		0.00	158.24	555.64	7,917.29		C
0	8021348258	77.27	0.00	0.00	0.00		C
CO SPOKANE TAXES AND LICENSES		0.03	84.00	18.59	0.00		C
		0.00	0.00	7.70	187.59		C
0	8021348720	8,486.89	0.00	0.00	0.00		C
THE CREEK QUALCHAN GC		0.00	84.00	0.00	0.00		C
		0.00	0.00	884.94	9,455.83		C
0	8021348779	13,455.84	0.00	0.00	0.00		C
DOWNRIVER GC		0.03	85.40	0.00	0.00		C
		0.00	0.00	1,371.63	14,912.90		C
0	8021391167	94,070.94	25.00	0.00	0.00		C
CO SPOKANE ACCELA PERMITS		0.09	399.00	0.00	0.00		C
		0.00	0.00	5,800.03	100,295.06		C
0	8022225729	574.28	0.00	0.00	105.00		C
CO SPOKANE MERKEL CONCESSION		0.00	457.64	0.00	0.00		C
		0.00	0.00	57.91	1,194.83		C
0	8022831146	166.94	0.00	0.00	0.00		C
CO SPOKANE PARKING VIOLATIONS		1.82	84.00	214.24	0.00		C
		0.00	0.00	19.42	486.42		C
0	8023365227	0.00	0.00	0.00	175.00		C
CO SPOKANE UTILITIES WEB		0.00	202.75	0.00	0.00		C
		0.00	0.00	0.00	377.75		C
0	8023365243	0.00	0.00	0.00	245.00		C
CO SPOKANE UTILITIES IVR		0.00	188.65	0.00	0.00		C



Master Services Agreement (Governmental Entities)

Customer Tax Identification Number: 91-6001280

I, THERESA M. SANDERS, HEREBY CERTIFY that I am CITY ADMINISTRATOR
of CITY OF SPOKANE ("Customer"). I further certify that I have full power and lawful authority
to execute this Master Services Agreement ("MSA") on behalf of Customer. I further certify that Customer has taken all action
required by its resolutions and other organizational documents, records or agreements to authorize the individuals listed
below to act on behalf of Customer in all transactions contemplated under this MSA. Customer shall not be bound by the
terms and conditions for those specific services described, to the extent Customer elects not to use such service(s).
Customer hereby agrees as follows:

DEPOSIT ACCOUNTS:

1. U.S. Bank National Association ("Bank") is hereby designated as Customer's banking depository. Customer has received a copy of the deposit account terms and conditions and agrees that such terms shall govern the deposit account services provided by Bank. All transactions between Customer and Bank involving any of Customer's accounts at Bank will be governed by the deposit account terms and conditions, this MSA and other disclosures provided to Customer. Customer agrees to provide Bank with a copy of documents requested by Bank.

2. Any one (1) of the persons whose names and signatures appear in Appendix A (individually, an "Account Signer") are hereby authorized to open, add, modify, or close accounts in the name of Customer or its subsidiaries or affiliates, or if applicable, as an agent for another entity, and to sign, on behalf of Customer, its subsidiaries or affiliates or as an agent for another entity, checks, drafts or other orders for the payment, transfer or withdrawal of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same and including also those payable to the Bank or to any other person for application, or which are actually applied to the payment of any indebtedness owing to the Bank from the person or persons who signed such checks, drafts or other withdrawal orders or otherwise authorized such withdrawals; and are also authorized to endorse for deposit, payment or collection any check, bill, draft or other instrument made, drawn or endorsed to the accounts governed by this MSA for deposit into these accounts. The authorization contained in the preceding sentence includes transfers of funds or other property of Customer to accounts outside of those accounts Customer maintains at Bank. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Account Signers.

3. Unless Customer otherwise advises Bank in writing and Bank has a reasonable opportunity to act on such writing, the Account Signers listed in Appendix A will be Account Signers on any future deposit accounts that Customer maintains with Bank.

4. Customer acknowledges and agrees that Bank is not required to obtain the consent of or otherwise contact an Account Signer for transactions other than those listed in paragraph 2 above, including, but not limited to, transfers between accounts Customer maintains at Bank, advances on loans Customer has with Bank and transfers to pay down loans Customer has with Bank.

TREASURY MANAGEMENT SERVICES:

5. Bank's treasury management services ("Treasury Management Service(s)") are described in the U.S. Bank Services Terms and Conditions, any supplements thereto, any implementation documents, user manuals, operating guides and other related documentation and disclosures provided by Bank, and any addendum to any of the foregoing (collectively the "Services Agreement"). Customer has received and reviewed the Services Agreement and desires to use one or more of the Treasury Management Services.

6. Any one (1) of the persons whose names and signatures appear in Appendix B (individually, a "Treasury Management Signer") are empowered in the name of and on behalf of the Customer to enter into all transactions contemplated in the Services Agreement including, but not limited to, selecting Treasury Management Services, appointing agents to act on behalf of Customer in the delivery of Treasury Management Services, signing additional documentation necessary to implement the Treasury Management Services and giving Bank instructions with regard to any Treasury Management Service, including without limitation, wire transfers, ACH transfers, and any other electronic or paper transfers from or to any account Customer may maintain with Bank. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Treasury Management Services. In such cases, documentation necessary to implement or amend such Services shall be signed by a Treasury Management Signer. Customer further acknowledges and agrees that Bank may implement or amend Services based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that it believes in good faith to have been received from a Treasury Management Signer. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Treasury Management Signers.

MONEY CENTER AND SAFEKEEPING SERVICES:

7. Any one (1) of the persons referenced in Appendix M (individually, a "Money Center Signer") are each authorized and empowered in the name of and on behalf of the Customer to transact any and all depository and investment business through the Bank's Money Center division (the "Money Center") and any securities custodial business through the Bank's Safekeeping Department (the "Safekeeping Department"), which such person may at any time deem to be advisable, including, without limiting the generality of the foregoing, selecting any services that may from time to time be offered by the Money Center or the Safekeeping Department (collectively referred to herein as "Money Center Services" and "Safekeeping Services", respectively), appointing additional Money Center Signers or agents to act on behalf of Customer with respect to Money Center Services and Safekeeping Services, signing additional documentation necessary to implement the Money Center Services and Safekeeping Services and giving Bank instructions with regard to any Money Center Service and Safekeeping Service. Customer has received and reviewed the Services Agreement and may use one or more of the Money Center Services or Safekeeping Services from time to time. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Money Center Services or Safekeeping Services. In those cases, the required documentation shall be signed by a Money Center Signer. Customer further acknowledges and agrees that Bank may take any action with respect to any Money Center Services or Safekeeping Services requested by a Money Center Signer based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that Bank believes in good faith to have been received from a Money Center Signer. Any one of the Money Center Signers is also authorized to execute any documentation that Bank may require to add or delete Money Center Signers.

FOREIGN EXCHANGE:

8. Bank is authorized by Customer to enter into foreign exchange transactions. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the foreign exchange services provided by Bank. Customer agrees to provide Bank with a copy of documents requested by Bank.

FOREIGN CURRENCY ACCOUNTS:

9. Bank is hereby designated as Customer's banking depository for one or more Foreign Currency Account(s) (the "Foreign Account(s)"). Any one (1) of the persons whose names and signatures appear in Appendix C (individually, a "Foreign Currency Account Signer") are hereby authorized to open, add, modify, or close any Foreign Account(s) in the name of Customer or its subsidiaries or affiliates and to make, on behalf of Customer, orders for payment or transfer of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same. Customer hereby expressly authorizes and directs Bank to accept written and oral instructions any payment orders, by telephone or otherwise, consistent with the Services Agreement. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the Foreign Accounts. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Foreign Currency Account Signers.

OTHER SERVICES:

10. A Contract Signer is authorized and empowered on behalf of Customer to transact any and all other depository and investment business with and through Bank, and, in reference to any such business, to make any and all agreements and to execute and deliver to Bank any and all contracts and other writings which such person may deem to be necessary or desirable.

GENERAL:

11. All Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers (whether designated in this MSA or in a prior document [for example, a Certificate of Authority or a Treasury Management Services Agreement] executed by Customer) will remain in place until Bank receives written notice of any change and has a reasonable time to act upon Customer's written notice.

12. Any and all transactions by or in behalf of Customer with the Bank prior to the adoption of this MSA (whether involving deposits, withdrawals, Treasury Management Services, or otherwise) are in all respects ratified, approved and confirmed.

13. Customer agrees to furnish Bank with the names and signatures (either actual or any form or forms of facsimile or mechanical signatures adopted by the person authorized to sign) of the persons who presently are Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers. Bank shall be indemnified and saved harmless by Customer from any claims, demands, expenses, loss or damage resulting from or growing out of honoring or relying on the signature or other authority (whether or not properly used and, in the case of any facsimile signature, regardless of when or by whom or by what means such signature may have been made or affixed) of any officer or person whose name and signature was so certified, or refusing to honor any signature or authority not so certified.



Master Services Agreement (Governmental Entities)

Each of the undersigned (individually and collectively, the "Contract Signers") certifies that, based on his or her review of Customer's books and records, Customer has, and at the time of adoption of this MSA had, full power and lawful authority to adopt the MSA and to confer the powers herein granted to the persons named, and that such persons have full power and authority to exercise the same.

Each of the Contract Signers further certifies that he or she has the full power and lawful authority to execute this MSA on behalf of Customer, its subsidiaries and affiliates, or if applicable, as an agent for another entity who has entered into an agreement with Customer authorizing Customer to act on such entity's behalf.

Each of the Contract Signers further certifies that the Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers have been duly elected to and now hold the offices of Customer set opposite their respective names, and the signatures appearing opposite their names are the authentic, official signatures of the said signer.

The undersigned Contract Signers have executed this MSA as of the 31st day of December,
20 16.

Contract Signer
Signature: _____
Print Name: Theresa M. Sanders
Print Title: City Administrator

Contract Signer
Signature: _____
Print Name: _____
Print Title: _____

Contract Signer
Signature: _____
Print Name: Gavin J. Cooley
Print Title: CFO

Contract Signer
Signature: _____
Print Name: _____
Print Title: _____

Contract Signer
Signature: _____
Print Name: Tim Dunivant
Print Title: Director, Finance &
Administration Director

Contract Signer
Signature: _____
Print Name: _____
Print Title: _____

Contract Signer
Signature: _____
Print Name: Kimberly R. Bustos
Print Title: Accounting Director

Contract Signer
Signature: _____
Print Name: _____
Print Title: _____

For Internal Use Only:

Review _____ Validation Method _____ TL Review _____ Imaged _____



U.S. Bank Services

Terms and Conditions

Thank you for choosing U.S. Bank Services. This document provides product information, disclosures and descriptions of the Global Treasury Management, Foreign Exchange, Money Center and Safekeeping Services ("Services") available at U.S. Bank. Other documents may become part of our Agreement depending on the Services selected. Please read all documents carefully; they will govern the Services provided to you, the Customer.

Customer shall not be bound by the terms and conditions for specific Services to the extent Customer is not using such Service(s).

U.S. Bank National Association
Member FDIC

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I. INTRODUCTION

1. Definitions.

a. "Agent" means any director, officer, employee, representative, affiliate, third-party vendor or any other person acting on behalf of the Customer with the actual, implied or apparent authority of Customer. Bank may rely on any grant of authority until it receives written notice of its revocation and is given a reasonable amount of time to act upon such notice.

b. "Bank" means U.S. Bank National Association and each subsidiary or affiliate of U.S. Bank that provides Services to Customer.

c. "Business Day" means any day on which a majority of Bank's offices are open to the public for substantially all banking functions. Saturdays, Sundays, federal or state holidays or any day recognized by a Federal Reserve Bank as a holiday shall not be considered a Business Day, even if Bank's offices are in fact open.

d. "Customer" means the business entity and any parent company, subsidiary or affiliate for whom Bank provides a Service.

e. "Service" or "Services" means one or more global treasury management, foreign exchange, or money center and safekeeping services offered by Bank.

2. Other Agreements, Laws and Regulations. These terms and conditions and the Master Services Agreement (or existing Treasury Management Service Agreement or equivalent document executed by Customer) are collectively referred to herein as the "Agreement". The Services are provided to Customer subject to the following other documents, laws and regulations, which are hereby incorporated into and made part of this Agreement:

a. the set-up materials, user guides, and any supplement thereto required by Bank to implement a specific Service (referred to in the Agreement as the "Implementation Documents");

b. the most current fee and availability schedule and other fee disclosures provided to Customer, including account statements;

c. the provisions of the then current deposit account agreement and accompanying disclosures, which govern deposit accounts and other depository services;

d. the Uniform Commercial Code, as enacted in the State of Minnesota;

e. any applicable automated clearinghouse operating rules, including, without limitation, the National Automated Clearing House Association Operating Rules and Guidelines (the "NACHA Rules") and the rules promulgated by the Electronic Check Clearing House Organization (the "ECCCHO Rules"); and

f. federal, state and local laws and regulations applicable to Bank or Customer, including, without limitation, Regulation CC promulgated by the Board of Governors of the Federal Reserve System, 12 CFR Section 229.1, et seq. ("Regulation CC"), all Operating Circulars promulgated by the Board of Governors of the Federal Reserve System, and the regulations overseen by the Office of Foreign Assets Control ("OFAC").

3. Change of Terms. Bank may change the terms of this Agreement at any time upon reasonable written or electronic notice to Customer or by any other method permitted by law. Customer's continued use of the Services after the effective date of any change to the terms shall be deemed Customer's consent to the revised terms. Any other variations to this Agreement must be in writing and executed by Bank. In the event performance of the Services in accordance with the terms of this Agreement would result in violation of any present or future statute, regulation, government policy, or relevant clearing or central bank agreements or settlement systems to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation policy, agreement or systems, and Bank shall incur no liability to Customer as a result of such violation or amendment. No course of dealing between Bank and Customer will constitute a modification of this Agreement or constitute an agreement between the Bank and Customer regardless of whatever practices and procedures Bank and Customer may use.

4. No Third Party Beneficiaries/Third Party Claims. Services provided by Bank are for the sole and exclusive benefit of Customer, and no other persons or organizations shall have any of the rights and remedies arising under this Agreement. Customer agrees to indemnify, defend and hold Bank harmless from and against any and all claims, demands, expenses, losses, liabilities and damages of third parties of any nature whatsoever, including, without limitation, reasonable attorney fees and court costs at trial or appeal arising directly or indirectly from any Service delivered to Customer pursuant to this Agreement.

5. Images. Bank may create a microfilm, optical disk, or other electronic image of the Agreement or Implementation Document. Bank may store the electronic image of such Agreement and Implementation Document in its electronic form and then destroy the paper original as part of Bank's normal business practices, with the electronic image deemed to be an original.

6. Foreign Account Tax Compliance Act. If a payment made by either party under this Agreement is or could become subject to the U.S. Federal withholding tax imposed by Sections 1471 through 1474 of the Internal Revenue Code of 1986, as amended ("FATCA"), then (i) each party shall provide to the other party such information, and shall disclose to the applicable governmental authorities such information, as may be required in order for such party to comply with all applicable requirements of FATCA and to determine that the other party has complied with FATCA, and (ii) a party that fails to comply with FATCA shall indemnify the other party for all costs, damages, and liabilities arising out of such party's failure to comply with FATCA.

7. Disclaimer of Warranties. NOTICE: BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY, EITHER TO CUSTOMER OR TO ANY OTHER PARTY, WITH RESPECT TO THE SERVICES PROVIDED BY BANK OR ITS AGENTS OR WITH RESPECT TO SOFTWARE PRODUCTS PROVIDED OR MADE AVAILABLE TO THE CUSTOMER FOR ITS USE BY BANK IN CONNECTION WITH THIS AGREEMENT AND ANY SERVICE.

II. TERMS APPLICABLE TO ALL GLOBAL TREASURY MANAGEMENT, FOREIGN EXCHANGE AND MONEY CENTER AND SAFEKEEPING SERVICES

1. Services. Bank may provide Services that are not specifically included in the Services section of this Agreement. By accepting and using any Service, Customer agrees that the Service will be governed by this Agreement and any other conditions communicated to Customer by Bank. Certain Services included in this Agreement may not be available or may not be provided in certain market areas.

2. Proprietary Information. Customer acknowledges that this Agreement, all related documentation and computer programs and systems used in providing Services, and all information related thereto constitute proprietary property of Bank that is of great commercial value. Customer agrees that it shall not acquire any proprietary interest or rights therein as a result of its use of the Services and shall keep all such proprietary information strictly confidential.

3. Representations and Warranties. Customer and Bank each represent and warrant to the other, as of the date this Agreement is entered into and at the time any Service is used or performed, that: (a) it is validly existing and in good standing under the laws of the jurisdiction of its organization; (b) it has all requisite power and authority to execute and deliver, and to perform its obligations under, this Agreement and each Service used or performed by it; (c) this Agreement has been duly authorized and executed by it and constitutes its legal, valid and binding obligation; (d) any consent or authorization of any governmental authority or third party required to be obtained by it in connection with this Agreement or any Service used or performed by it has been obtained; and (e) the Services received are for business use only and are not primarily for personal, family or household use. In addition, Customer represents and warrants to Bank that this Agreement will not violate: (i) any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on Customer; or (ii) the provisions of any agreement to which Customer is a party or is subject, or by which it, or its assets, is bound, or conflict with or constitute a default thereunder.

4. Financial Review. Bank's willingness to provide Services to Customer is dependent on the Customer's financial condition. Customer's financial condition is subject to review by Bank from time to time, and such reviews must be satisfactory to Bank in its sole discretion and opinion. Customer shall, upon request, provide to Bank any such information as Bank may require to perform any such review. Customer's failure to meet such standards or provide such information or assistance when requested shall constitute a breach of this Agreement and shall permit Bank to cease providing Services upon written notice to Customer.

5. Fees. Unless otherwise agreed by Bank in writing, Customer shall pay Bank the fees, charges and assessments set forth for the Services provided in the most current fee schedules and other fee disclosures provided to Customer (including account statements), plus additional fees and expenses for extraordinary Services. The price schedule for each Service shall be deemed accepted by Customer upon provision of the Service to Customer. In addition, Customer shall pay Bank the amount of any taxes levied or leased on fees charged pursuant to this Agreement, including, without limitation, federal, state, or local privilege excise or sales taxes based on gross revenue, any taxes or amount in lieu thereof paid or payable by Bank, excluding Bank's income taxes and any assessments charged to Bank directly as a result of providing the Services. Bank may change the amount or type of service charges from time to time. Fees for Services used by Customer may be charged in full to Customer's account(s) or may be offset through account analysis by applying earnings credit to Customer's service charges to determine a single monthly net service charge. The applicable earnings credit rate is established by the Bank and will change from time to time without advance notice to Customer. Customer's net service charge could be zero if such earnings credit exceeds total charges in a given month. If Customer's earnings credit is insufficient to offset the amount due hereunder, Customer agrees to pay such amount to Bank upon demand. Customer authorizes Bank to debit Customer's account(s) with Bank for any and all fees, expenses or other charges owed by Customer to Bank under this Agreement.

6. Deposit Accounts. Most Services require that Customer maintain one or more deposit accounts with Bank. All checks, wire transfers, ACH payments and other items deposited into such accounts are provisionally credited and taken subject to later verification by Bank and Bank's receipt of final settlement. Deposited items that are deposited and later returned unpaid will be charged against the account without prior notice. Customer agrees to pay Bank for any overdraft or overpayment in any of Customer's accounts. Customer authorizes Bank to charge any account Customer maintains with Bank for any amount remaining due under this section.

7. Security Interest. Customer grants to Bank a consensual possessory security interest in Customer's deposit accounts maintained with Bank and the funds held therein to secure payment of all of Customer's obligations under this Agreement.

8. Accuracy and Timeliness of Information. Bank will use reasonable efforts to provide the information requested through the Services in a prompt fashion, but shall not be liable for temporary failure to provide timely information. In such event, Customer shall be responsible for carrying out banking business through alternative delivery channels. Bank shall not be liable for any inaccurate or incomplete information with respect to transactions which have not been completely processed or posted to Bank's systems prior to being made available pursuant to the Services.

9. Authorized Signers and Users. Customer shall appoint certain Authorized Signer(s) in the U.S. Bank Master Services Agreement or in such other format or document as may be agreed by Bank. Customer agrees that Authorized Signers shall be authorized to act on behalf of Customer in all actions taken under this Agreement and may enter into all transactions contemplated in this Agreement, including, without limitation, selecting Services for the benefit of Customer, appointing initial system administrator(s), and signing additional documentation that may be necessary to implement Services and giving instructions with regard to any Service, including, without limitation, wire transfers, ACH transfers and other electronic or paper transfers from or to any account Customer maintains with Bank. The Authorized Signer(s) or Customer's designated system administrator(s) shall appoint Agents to use the Services provided for the benefit of Customer ("Authorized Users"). Authorized Users may act on behalf of Customer for a particular Service in accordance with the relevant Implementation Documents or other document(s) establishing the Authorized Users' responsibilities, or in accordance with the authority granted by Customer. Customer may revoke the authority of or change the Authorized Signers at any time upon prior written notice and execution of additional documentation required by Bank. Such change or revocation shall not be binding upon Bank until it has received the required written notice and has had a reasonable opportunity to act thereon. In any event, Bank may act on instructions that it believes in good faith were provided by an Authorized Signer or Authorized User, or anyone purporting to be an Authorized Signer or Authorized User.

10. Forms Approval and Service Implementation. Bank reserves the right to approve the form of Customer's checks, drafts, deposit slips and similar documentation. Prior to initiating a new account or Service, or at any other necessary time, Customer agrees to provide all information and conduct any test that Bank may reasonably request, including, without limitation, completing Implementation Documents, signature cards, corporate resolutions and other documents and assessing test tapes and transmissions. Customer acknowledges that Services will not commence or continue until such time as an approved item or test is provided to Bank and determined by Bank to be satisfactory. Customer shall be responsible for initial product installation, whether or not Bank provides telephone or on-site installation support.

11. Security Procedures.

a. Introduction. Bank and Customer shall agree to one or more security procedures that must be used in connection with certain Service(s). Customer acknowledges and agrees that it has been informed of and understands Bank's security procedures and that such security procedures are commercially reasonable. Customer agrees to be bound by any payment order, transaction or service change order that is acted upon by Bank in accordance with such security procedure. Customer understands that the security procedures are not for the purpose of detecting errors in the transmission or content of information controlled

by Customer. If Customer selects certain security procedures to use in connection with a Service and those security procedures provide less protection against unauthorized transactions or activity than other security procedures offered by Bank in connection with such Service, the security procedures selected by Customer shall be deemed commercially reasonable to the same extent as the security procedures offered by Bank that provide greater protection. Bank reserves the right to issue new security procedures and/or to cancel or change any security procedures by giving verbal or written notice to Customer. Bank also reserves the right to periodically audit Customer's security procedures and information technology processes, and to mandate controls or suspend Services until Customer complies with such security procedures.

b. Access. Customer shall be solely responsible for designating individuals authorized to access Services. Access to Services will be controlled through the use of user IDs, personal identification numbers, passwords, digital certificates/signatures, private keys or other security devices ("Codes"). Customer is solely responsible for maintaining its own internal security and agrees to use the utmost care in selecting any company or individual given access to use one or more of the Services. Codes that are assigned to individual Authorized Users shall not be shared with any other person, including other Authorized Users and Customer shall not disclose any information regarding the Services that an unauthorized user would find helpful to obtain access to all or part of any Service. Customer assumes all risk of accidental disclosure or inadvertent use of any Codes by any party, whether such disclosure or use is on account of Customer's negligent or deliberate acts or otherwise. If Customer or its Agents has reason to believe that any security procedures or Codes have or may become known by unauthorized persons (whether or not employed by Customer) or if Customer believes its network or computer systems have been compromised or its computers infected, Customer shall immediately notify Bank by telephone and confirm such verbal notification in writing to Bank within 24 hours. Bank will replace the security procedures and/or Codes in accordance with Bank's procedures. Customer shall be solely responsible for funds transfer instructions and other communications or transactions initiated before Bank received Customer's notice and had a reasonable time to act on such notice. Customer agrees to defend and indemnify Bank against any claims, losses, damages, costs, expenses, fines and other liabilities arising out of Customer's failure to maintain the security and confidentiality of the Codes or arising out of the unlawful use of any website or portal by Customer or any person who obtains access to a website or portal using the Codes.

c. Confidentiality. Customer and Bank represent, warrant and mutually agree that all confidential information concerning the other party or parties that comes into its possession in connection with any of the Services will be maintained in strictest confidence and shall not be used or divulged to any other party except as may be necessary or advisable for the due performance of any of the Services or as required by applicable law. Bank shall maintain physical, electronic, and procedural safeguards to keep Customer's confidential information secure. Customer's obligation to maintain the confidentiality of all security procedures shall survive the termination of any Service or this Agreement. Customer acknowledges that certain Services may involve the handling of confidential consumer information that may be subject to privacy laws and regulations, including unauthorized access or breach notification regulations. Customer agrees to notify Bank immediately if Customer sends or receives protected health information that requires the execution of a business associate agreement.

d. Verbal or Written Instructions. For some Services, Bank may choose to honor Customer's request to give Bank verbal or written instructions regarding the Services. Customer agrees that Bank may in good faith rely on such verbal or written instructions that purport to come from an authorized Agent of the Customer without independent verification by Bank.

e. Fraud prevention measures. Bank offers certain products and Services such as Positive Pay and account blocks or filters that are designed to detect or deter fraud. Failure to use such Services could substantially increase the likelihood of fraud. If Customer fails to implement any of these products or Services, or if Customer fails to follow these or other precautions reasonable for its particular circumstances, Customer agrees: (i) it will be precluded from asserting

any claims against Bank for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, Service, or precaution was designed to detect or deter; (ii) Bank will not be required to re-credit Customer's account or otherwise have any liability for paying such items; and (iii) Customer will pay all costs and expenses incurred by Bank for all efforts undertaken by Bank to recover any losses incurred by Customer.

12. Unsecured Electronic Transmissions and Instructions. Bank shall transmit to Customer information related to Services via secure electronic transmissions. If Customer elects to send or receive instructions or reports from Bank via unsecured electronic means, including, without limitation, facsimile transmission, voice mail, unsecured e-mail, pager or other unsecured electronic or telephonic methods ("Electronic Transmission"), Customer acknowledges that such Electronic Transmissions are an inherently insecure communication method due to the possibility of error, delay and observation or receipt by unauthorized personnel. Bank may rely in good faith on Customer's instructions regarding how and to what number or e-mail address Electronic Transmissions should be sent and may rely on any Electronic Transmission that it reasonably believes to have been initiated by the Customer. Should Customer elect to send or receive unsecured Electronic Transmissions to or from Bank, Customer assumes all risks, and Bank shall not be liable for any loss, that results from the nonreceipt, disclosure, alteration or unauthorized access of any such unsecured Electronic Transmission.

13. Account Blocks and Filters. ACH debit blocks and check blocks prevent ACH debits and checks from posting to Customer's account. ACH filters and check filters enable Customer to set various criteria to authorize certain transactions to post to Customer's account while excluding others. If an ACH debit or check filter is established by Customer, any ACH debit entry or check presented that does not specifically meet the criteria will be dishonored or sent back to the originator of the transaction. Customer acknowledges that the effectiveness of the filters is dependent on the accuracy and timeliness of the information provided by Customer. In addition, certain ACH transactions such as returns or adjustments cannot be blocked per NACHA Rules. If Customer desires to modify a block or filter setting, Customer shall notify Bank at least 72 hours in advance of the changes taking effect.

14. Computer Equipment and Software. Many Services require the use of computer hardware and software or other equipment. Customer is responsible for maintaining its computer and equipment (including those provided by or through Bank for use with Services) in good working order. Customer shall ensure that computers and other equipment have the necessary compatibility and format to interface with Bank's systems, including, without limitation, the ability to support the Bank's security procedures. Customer agrees to install upgrades and other system enhancements within a reasonable time after being requested to do so by Bank. License agreements for necessary software shall either be embedded in the software or separately documented. Customer agrees to comply with all applicable software license agreements, whether or not such agreements have been executed by Customer. Customer has no rights or ownership in any software provided by or through Bank and shall not transfer, copy, alter, modify, reverse engineer, reproduce, or convey in any manner, in whole or in part, any such software. Customer shall return all software and user manuals associated with any software upon request. Bank makes no representations or warranties with respect to any equipment or software provided by Bank.

15. Transactions on Non-Business Days/Cutoff Times. Transactions, deposits, payment orders, entries or other requests by Customer received by Bank on a non-Business Day or after established cutoff deadlines may be treated by Bank as received on the next Business Day. Bank may change any cutoff time or other deadline at any time. Bank will make a reasonable effort to notify Customer of any changes in advance.

16. Customer-initiated Transactions and Instructions. Bank will honor Customer's transactions and instructions (including adjustments, amendments and cancellations) only when Customer has complied with this Agreement and related policies and procedures. Bank will be under no obligation to honor, either in whole or in part, any transaction or instruction that:

- a. exceeds Customer's collected or available funds on deposit with Bank;
- b. Bank has reason to believe may not be authorized by Customer;
- c. involves funds subject to a hold, dispute or legal process preventing their withdrawal;
- d. violates any provision of any applicable regulation of the Federal Reserve Bank or any other federal, state or local regulatory authority; or
- e. Bank has reasonable cause not to honor, for the protection of either Bank or Customer.

17. Inconsistent Name and Account Number. If Customer or third party acting on Customer's instruction initiates a fund transfer instruction or payment order ("Payment Order") to Bank that describes the person to receive the proceeds of such Payment Order (the "Beneficiary"), the Beneficiary's bank, or an intermediary bank by name and an account or other identifying number, Bank and subsequent parties to the Payment Order may rely on and act solely on the basis of such number, even though the name and number do not agree and even though Bank and subsequent parties know or have reason to know of the inconsistency. Customer's obligation to pay the amount of the Payment Order to Bank is not excused in such circumstances. With respect to incoming Payment Orders that do not include an account number recognizable to Bank, Bank may return the Payment Order to the sending financial institution without incurring any liability to Customer.

18. Intercompany Services/Authority to Transfer or Commingle Funds. In the event that Customer requests Bank to provide Services to a parent company, subsidiary, affiliate, or other commonly owned Company, Customer agrees that it shall be jointly and severally liable for such Company's obligations under this Agreement. Customer hereby represents and warrants to Bank that any and all transfers and commingling of funds required or permitted by any Service or requested by Customer, and all other aspects of the performance hereby by Bank and Customer, have been duly authorized by all necessary parties, including, without limitation, the account holder of each account, and that Customer has obtained and shall maintain in its regular business records and make available to Bank upon reasonable demand, for a period of seven (7) years after termination of the Service, adequate documentary evidence of such authorization from the account holder of each account, executed by the duly authorized officer(s) of each such account holder in accordance with that account holder's bylaws and/or board resolutions. Customer further represents and warrants that each transfer or commingling of funds authorized hereunder is not in violation of any agreement, bylaw or board resolution of Customer or any of its affiliates or subsidiaries, nor is it in violation of any applicable federal, state, local law, regulation, of any decree, judgment, order of any judicial or administrative authority. Each representation and warranty contained herein shall be continuing and shall be deemed to be repeated upon Bank's effecting each transfer and commingling of funds authorized hereunder.

19. Customer Records. This Agreement and the performance of Services by Bank shall not relieve Customer of any obligation imposed by law, clearinghouse rules (including the NACHA Rules and ECCHO Rules), or by contract regarding the maintenance of records or from employing adequate audit, accounting and review practices as are customarily followed by similar businesses. In addition, Customer shall retain and provide to Bank, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or entry for thirty (30) days following receipt by Bank of the deposit, file, entry, transmission or other order affecting an account.

20. Account Communications and Review Period. Customer agrees to regularly and promptly review and verify all statements, reports, check payment records, wire transfer instructions, confirmations, adjustments, charges, and other transactions ("Account Communications"). Customer may receive or access Account Communications electronically, including without limitation, delivery by posting to a password protected Web site or database. Customer acknowledges that Account Communications provided by Bank through electronic delivery is deemed to constitute good and effective delivery when posted by Bank, regardless of whether Customer actually or timely receives or accesses the Account Communications. Unless a different review period is specified elsewhere in this Agreement, Customer shall, within a reasonable time, which in no

event shall be greater than thirty (30) calendar days following the day Bank first mails, electronically transmits or otherwise makes data available to Customer ("Review Period"), notify Bank of any error or discrepancy between Customer's records and any Bank notice or statement, or any transaction or transfer Customer believes was not authorized. If Customer fails to notify Bank of such unauthorized transaction within the Review Period, Customer agrees that the failure to report any such errors or unauthorized transactions shall relieve Bank of any liability for the unreported erroneous or unauthorized transaction. In accordance with NACHA Rules, Customer must report an unauthorized ACH debit entry to the Customer's account by the established deadline on the Business Day following the settlement date of the unauthorized entry. Otherwise, Customer's sole recourse is to the originator of the transaction.

21. Monitoring and Recording Communications. Customer acknowledges and agrees that Bank, or anyone acting on Bank's behalf, may monitor and/or record any communication between Customer, or its Agent, and Bank, or anyone acting on Bank's behalf, for quality control and other purposes. Customer also acknowledges and agrees that this monitoring or recording may be done without any further notice to Customer or its Agent. The communication that may be monitored or recorded includes telephone calls, cellular or mobile phone calls, electronic mail messages, text messages, instant or live chat, or any other communications in any form.

22. Limitation of Bank's Liability for Services. Customer acknowledges that Bank's fees for Services are very small in relation to the amounts of transfers initiated through these Services and consequently Bank's willingness to provide such Services is based on the liability limitations contained in this Agreement. In addition to greater limitations on Bank's liability that may be provided elsewhere in this Agreement, Bank's liability related to any Service shall be limited exclusively to actual proven damages arising directly from its own gross negligence or willful misconduct. Bank will not, under any circumstances, be liable for any special, incidental, indirect, consequential, punitive or similar losses or damages, whether or not the likelihood of such losses or damages was known by either party at the time Customer first obtains Services from Bank or at the time any instruction or order is given to a Bank pursuant to any Service, and whether such losses or damages arise from tort, contract or otherwise. Bank's maximum liability for any loss of interest shall be calculated using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. Notwithstanding the foregoing, Bank shall not be liable for any losses or damages caused, in whole or in part, by the action or inaction of Customer, or any Agent or employee of Customer, whether or not such action or inaction constitutes negligence or a breach of this Agreement. Bank shall not be liable for any damage, cost, loss, liability or delay caused by a force majeure event, including but not limited to, accident, strike, labor dispute, fire, flood, war, riot, terrorist act, government restrictions, exchange or market rulings, extraordinary market volatility, suspension of trading, equipment breakdown, electrical, telephone, Internet, or mechanical failures, acts of nature, any cause which is attributable to a third party, or any other cause or event that was beyond Bank's reasonable control. Customer agrees that the fees charged for the performance of the Services shall be deemed to have been established in contemplation of these liability limitations.

23. Dispute Resolution.

a. **Governing Law.** Except as otherwise provided herein, this Agreement shall be governed by the laws of the State of Minnesota, without regard to conflicts of law principles.

b. **Jury Trial Waiver.** To the fullest extent permitted by law, Bank and Customer hereby agree to waive trial by jury in any judicial proceeding involving, directly or indirectly, any matter (whether in tort, contract or otherwise) in any way arising out of, related to or connected with these Services or this Agreement. Bank and Customer represent and warrant to each other that this jury trial waiver is knowingly, willingly and voluntarily given.

c. **Jurisdiction and Venue.** Customer consents to the jurisdiction of the courts of the State of Minnesota, waives any argument that such venue is inconvenient and agrees to bring litigation commenced in connection

with this Agreement in either the District Court of Hennepin County or the United States District Court, District of Minnesota, Fourth Division.

d. Collection Costs. Should Bank have to undertake any action to recover any amount due under this Agreement for the Services, including, without limitation, fees, overdrafts or overpayment, Customer will be liable to Bank for the cost of such effort, plus reasonable attorney fees.

e. Adverse Claims. If Bank receives an adverse claim against any account, and Bank reasonably believes that it will not be protected if the claim is ignored, Customer agrees that Bank may place a hold on the affected account. Any such hold will remain in place only so long as reasonably necessary to resolve the claim or employ legal remedies to allow a court to decide such claim. Assuming compliance with this section, Bank shall have no liability for dishonored transactions due to the hold, and Customer agrees to reimburse Bank all costs, including reasonable attorney fees, incurred due to such adverse claim.

24. Necessary Third Party Service Providers.

a. Third Party Networks. Some Services are provided by Bank through access to a third party network. Such Services are dependent upon the availability of the third party network on conditions acceptable to Bank. Bank reserves the right to discontinue the Service or provide the Service through an alternative third party network and shall have no liability should such network become unavailable. Bank does not warrant and shall not be responsible for Services received by Customer from any third party network.

b. Third Party Vendors. Some Services and/or computer equipment and software are provided to Customer by a third party vendor selected by Customer who is unaffiliated with Bank. In those cases, the third party vendor is acting as Customer's Agent rather than an agent of Bank, and Customer agrees to be bound by such third party's acts or omissions. Bank does not warrant and shall not be responsible for Services provided by unaffiliated third party vendors. Customer authorizes Bank to disclose to any third party vendor of Customer or Bank information concerning Customer to the extent required to deliver the requested Service. Customer acknowledges that Bank's third party vendors may perform certain services offshore.

25. Notices. All written notices to Bank shall be delivered or mailed to the address designated by Bank. Notices, including but not limited to, Account Communications sent to Customer shall be delivered or mailed to Customer's current lead account address or other known address if deemed more appropriate by Bank under the circumstances. Notices may be delivered to some Customers in electronic format, including posting to Bank's Web site, if requested or appropriate.

26. Severability. To the extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be held to be invalid, illegal or unenforceable, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without rendering invalid, illegal or unenforceable the remainder of any such provision or the remaining provisions of this Agreement.

27. Waiver. A waiver by Bank or Customer of any term or provision shall not be construed as a waiver of such term or provision at any other time, or of any other term or provision. Bank's waiver of the enforcement of any of the terms of this Agreement with respect to any transaction or series of transactions will not affect Bank's right to enforce any of its rights with respect to other Customers or to enforce any of its rights with respect to later transactions with Customer.

28. Assignment. In addition to section 24 above, Bank may at any time assign or delegate its rights and duties under this Agreement. Customer may not assign or transfer its rights or obligations hereunder to any other person or entity without Bank's written consent, whose consent shall not be unreasonably withheld.

29. Termination. Any Services may be terminated by either party upon 30 days' prior written notice to the other. Bank may also terminate or suspend any Services immediately without notice to Customer if any of the following occurs: (a) Customer becomes insolvent or files, or has filed against it, any bankruptcy or other insolvency, reorganization, liquidation or dissolution proceeding of any kind; (b) a material adverse

change occurs in Customer's business or financial condition; (c) Bank has reason to believe that Customer has engaged in fraudulent or illegal activity; (d) Customer fails to maintain balances in accounts sufficient to cover overdrafts; (e) Customer violates, or is in default under, the terms of this Agreement or any other agreement with Bank; (f) Customer fails to comply with security procedures or fails to provide financial information reasonably requested by Bank; (g) Bank determines it is impractical or illegal to provide any Services because of changes in laws, regulations or rules; (h) Bank, in good faith, is unable to satisfy itself that any Services have been properly authorized by Customer; or (i) Bank, in good faith, deems itself insecure. Notwithstanding any termination, the terms of this Agreement shall apply to all transactions which have been initiated prior to termination.

III. TERMS APPLICABLE TO ALL INTERNET-BASED SERVICES

1. Introduction. Bank offers a number of Services over the Internet. If requested by Customer and agreed to by Bank, Bank will grant Customer access to one or more of Bank's Internet Services in the manner established by Bank. Customer agrees that its use of Services from time to time offered by Bank via the Internet (collectively, the "Internet Services") shall be governed by:

- (i) this Section and all other relevant sections of this Agreement, including, without limitation, sections governing the specific Services that are offered online;
- (ii) the other agreements, laws and regulations described in Section I.2. of this Agreement; and
- (iii) the applicable Terms of Use, as defined in Section III.2. below.

2. Terms of Use. Bank may post terms or rules of use ("Terms of Use") governing Customer's use of the Internet Services on Bank's Web site(s) for accessing such Services. Such Terms of Use shall supplement and amend the terms set forth in this section. In the event of a conflict between the Terms of Use and the rules set forth in this Agreement, the Terms of Use shall govern. Customer's initial use of an Internet Service shall constitute an acceptance of the Terms of Use posted on the Web site. Bank may change the Terms of Use for any Internet Service at any time by posting notice of such change via an alert or message on a broadcast or message page of the Web site ("Broadcast Message"). All changes shall have an effective date. Customer's use of the Internet Service after the effective date of any such change shall constitute an acceptance of the revised Terms of Use by Customer. Customer is responsible for establishing an internal procedure for reviewing the Broadcast Message page on a regular basis to obtain timely notice of changes to the Terms of Use. In the event that a specific Internet Service does not have Broadcast Message capability, Customer will be notified of any changes in accordance with section II.25 hereof. Neither Bank nor Customer will contest the validity, enforceability, or admissibility of hard copy printouts of the Terms of Use for any Web site or notices of changes to such Terms of Use provided in accordance with this section. Copies of such Terms of Use or notices, if introduced as evidence in tangible form in any judicial or administrative proceeding, will be admissible to the same extent and under the same conditions as other business records originated and maintained in documentary form.

3. Security Procedures. Customer agrees to use the Internet Services in accordance with the security procedures established by Bank. Bank reserves the right to reject any transaction or Service request that is not made in accordance with these procedures. Customer shall at all times use a Web browser that supports the level of encryption used by Bank as part of its security procedures. Due to emerging technologies and ensuing changes in security practices, Bank reserves the right to supplement or change its security procedures from time to time upon reasonable notice to Customer. Customer acknowledges and agrees that, notwithstanding anything to the contrary set forth in the Agreement, in matters of security, reasonable notice may be less than a day's notice or even, in some cases, notice after the fact. Customer is solely responsible for maintaining a secure work environment to ensure against the use of Internet Services by unauthorized individuals. Security procedures to be followed by Customer include, without limitation, informing Authorized Users that any passwords should not be shared and to secure physical access to the terminals used for Internet Services when an Authorized User has logged in to an application or system.

4. System Administrator. Customer shall designate one or more System Administrator(s). The System Administrator shall be responsible for setting up Internet Services and for establishing internal security procedures related to such Internet Services, which may be made available through applications or systems offered by Bank, including, without limitation, accepting delivery of software, system-wide configuration of Bank accounts, appointing Authorized Users, establishing authority levels, authorization requirements and payment limits, and distributing and re-setting IDs, passwords and other internal security devices related to the Internet Services. Company represents and warrants to Bank that any actions taken by the System Administrator in relation to the Internet Services including, without limitation, the

appointment of Authorized Users and the access and privileges granted to such Authorized Users, are duly authorized by Company.

5. Other Customer Responsibilities.

a. Equipment and Software. Customer is responsible for obtaining (from Bank, in some instances), installing and maintaining the computer and communications equipment (including, without limitation, personal computers and modems), software, Web browsers, Internet access and communications services necessary to access and use the Internet Services in accordance with this Agreement.

b. Use of Internet Services. Customer shall use its access to Internet Services and Web sites operated by or on behalf of Bank only to conduct its business through or with Bank and agrees to limit access to those Agents who require access to Internet Services.

c. Antivirus Protection. Customer agrees to run antivirus software before transmitting data to or through any Web site. Customer may use any commercially available, industry recognized antivirus software of the type that detects and disinfects viruses automatically, without the need for the Customer to execute virus scanning for each file manually. Customer shall update its antivirus software on a regular basis and in no event less often than once every week.

d. Anti-malware Protection. Bank may offer complimentary anti-malware software for use with certain Services that is designed to detect, deter or destroy different types of malware. Failure to install anti-malware software offered by Bank could substantially increase the likelihood of fraud and other losses. If Customer fails to install software offered by Bank, Customer agrees it will be precluded from asserting claims against Bank for any losses caused by malware which such software would have detected, deterred or destroyed. Bank will not be required to re-credit Customer's account or otherwise have any liability for such losses.

e. Network Security. Customer agrees to install and utilize current industry-standard network security for its information technology systems that access Services via the Web. Network security protection includes, but is not limited to, firewalls and intrusion detection systems. For certain Services, Bank may require Customer maintain specific network security protection in order to access the Services.

6. Disclaimer of Warranties. NOTICE: BANK PROVIDES ALL INTERNET SERVICES ON AN "AS IS," "AS AVAILABLE" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE INTERNET SERVICES OR THE CONTENT OR SECURITY OF ANY WEB SITE. BANK DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, BANK DOES NOT WARRANT THAT THE OPERATION OF ANY WEB SITE WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER IS RESPONSIBLE FOR TAKING APPROPRIATE PRECAUTIONS AGAINST DAMAGE TO ITS OPERATIONS WHICH COULD BE CAUSED BY INTERRUPTIONS OR MALFUNCTIONS OF ANY WEB SITE AND ASSUMES THE RISK OF SUCH OCCURRENCES.

IV. TERMS APPLICABLE TO SPECIFIC GLOBAL TREASURY MANAGEMENT SERVICES

The following are additional terms and conditions applicable to specific Treasury Management Services offered by Bank. Bank may change the number or type of Services offered at any time. Customer shall not be bound by the terms and conditions for the specific Services described in Sections IV, V and VI of this Agreement to the extent Customer is not using such Service(s).

A. E-PAYMENT SERVICE

Customer may select the E-Payment Service that would allow its customers ("Payers") to make convenient payments to Customer through the Internet, an Integrated Voice Response (IVR) system, a 'live' call center, a bill payment kiosk, or a walk-in cash payment channel. In addition, Customer may distribute electronic invoices, bills or statements to Payers who can pay such invoices, bills or statements via multiple payment channels accessible through the E-Payment Service. Customer agrees that this Service shall be governed by this Section and all other relevant sections of this Agreement.

1. Internet.

a. "Customer Payment Site" means the interactive Internet payment site hosted by Bank where Payers may make payments to Customer over the Internet. Bank will configure, implement, host and support the Customer Payment Site. If Customer provides the content for the Customer Payment Site, Customer agrees to indemnify and hold Bank harmless for any content that violates applicable law or payment network rules.

b. Customer License. Bank shall have the right and license to use Customer's name, trademarks, service marks, copyrights and logos and other textual information in connection with the Customer Payment Site solely for the purposes contemplated herein.

c. "Administrative Website" means the interactive Internet site hosted by Bank where Customer may access reports, initiate payments on behalf of Payers, or initiate refunds. Bank will configure, implement, host and support the Administrative Website. Customer shall be solely responsible for setting up Authorized Users, access entitlements and internal controls within the Administrative Website.

d. Links. Customer shall provide and maintain a secure link on its Web site to the Customer Payment Site. Customer shall be responsible for ensuring that the link to the Customer Payment Site takes Payer to the appropriate area within the Customer Payment Site. Customer shall be responsible for providing the agreed-upon data concerning Payer in a manner that meets Bank's encryption or security methods during the exchange. Customer and Bank agree to use industry-standard security procedures and technology to ensure the security of the Customer's Web site and the Customer Payment Site and to prevent data theft or unauthorized access.

e. Payer Authentication. Depending on the applicable payment processing channel, Customer shall be responsible for verifying the identity of each Payer prior to the time Payer is linked to the Customer Payment Site. Customer agrees that Payers shall not be granted access to the Customer Payment Site link until Customer has verified the identity of each Payer using a commercially reasonable fraud detection system. For every Payer that accesses the Customer Payment System, Bank may rely on Customer to have completed such verification.

2. Compliance with laws and regulations. Customer agrees to comply with all applicable laws, rules and regulations, including without limitation, those issued by: (i) the National Automated Clearing House Association; (ii) any governmental entity, including (without limitation) the requirements contained in the Electronic Fund Transfer Act, Regulation E, and the Electronic Signatures in Global and National Commerce Act; (iii) the American with Disabilities Act; and (iv) any other entity or association that issues or sponsors a payment device, including (without limitation) the requirements of the Payment Card Industry (PCI) Data Security Standard and any credit card association, including Visa and MasterCard. Customer further agrees to comply with all payment network regulations for ATM debit networks.

3. Integrated Voice Response (IVR). To make an automated payment via a touch-tone phone, Payers may access the IVR system by calling a toll-free number provided by Bank or Customer. Customer shall have previously submitted Payer registration data ("registration data") to Bank. In order to make a payment via the IVR system, Payers are required to input information that matches their user information submitted in the registration data.

4. Call Center. If this option is selected by Customer, Payers may make a payment by phone by calling a 24-hour call center and speaking to 'live' Bank personnel. Bank shall authenticate a Payer's identity in the manner specified by Customer, and agreed to by Bank, in the Implementation Documents. Customer acknowledges and agrees that the authentication of the Payer's identity in such manner shall constitute a commercially reasonable fraud detection system and Bank shall have no liability for all payments so authenticated.

5. Payer Authorization. If payment is made via the Internet, Payer will be prompted to authorize the payment and print a confirmation once Payer has reviewed the payment data and input the information necessary to complete the payment. If payment is made via the IVR or call center, the confirmation number will be read to Payer. Bank is not responsible for the detection of errors made by Payer or Customer and may rely on the information submitted or communicated by Payer or Customer.

6. Payment Processing. Payments shall be processed in the manner mutually agreed to between Bank and Customer, which may include ACH debit entries, debit cards, credit cards or other payment processing methods. Customer shall at all times be considered the originator of Payer's payment. Depending on the applicable payment processing channel, payment processing may also be subject to the terms of any other agreement between Bank and Customer and between Customer and the payment transaction processor supported by Bank. Payments may be initiated through the Customer Payment Site, IVR system or Administrative Terminal. Bank will notify Customer of the payments that were initiated either through the Administrative Terminal or by delivering a file in the manner set forth in the Implementation Documents. Customer acknowledges that all payments are subject to adjustment, return, reversal and/or chargeback in accordance with the rules governing the applicable payment processing channel. Customer agrees to be liable to Bank for any such adjustment, return, reversal or chargeback.

7. Recurring Payments. The E-Payment Service provides Customer with the ability to offer Payers the option of making fixed or variable recurring payments. If permitted by applicable regulations, Payers have the ability to initiate a payment that recurs semi-weekly, weekly, semi-monthly, monthly or quarterly. Payers must be pre-registered in order to initiate variable recurring payments.

8. Fees. In addition to Bank's standard fees, Customer agrees to pay additional fees and expenses for implementation of the E-Payment Service or other additional Services, if any, as may from time to time be disclosed to Customer by Bank. Customer also agrees to pay the applicable fees and expenses charged by the payment transaction processor supported by Bank, as set forth in Customer's agreement with such processor.

9. Convenience Fee.

a. If permitted by applicable regulations, the E-Payment Service offers a flexible convenience fee option that allows Customer or Bank to define and collect a convenience fee to be charged to Payers in connection with the payment transaction. Payers are provided with the opportunity to stop the payment process if they do not wish to pay the convenience fee.

b. If Customer desires to collect the convenience fee, Customer shall be responsible for ensuring that convenience fee assessments comply with the relevant laws, rules and regulations.

c. If agreed to by Bank and Customer, Bank may collect and retain the convenience fee. Customer agrees that Bank may, in its sole discretion, set, adjust, manage and collect the convenience fee as a means to wholly or partially offset Bank fees that may otherwise have been incurred by Customer. Bank's willingness to collect the convenience fee shall be based on Customer's projected payment volume, average ticket, type of transactions, or other considerations such as changes to

interchange fees and assessments. Bank may, in its sole discretion, establish or modify payment caps for sums paid by Payers. If the actual payment volume, average ticket or other considerations fail to meet Customer's stated projections or do not completely offset Bank fees, Customer agrees that Bank may, in its sole discretion, require Customer to wholly or partially reimburse Bank for any resulting shortfall in Bank fees.

10. Transaction Controls. Customer agrees to notify Bank of any material change or anticipated material change in daily dollar activity or type of transaction processing, and obtain Bank's consent to such change. Bank may, in its sole discretion, immediately upon written notice to Customer, place a maximum dollar limit on the E-Payment transactions or require Customer to provide reasonable security for Bank's continued handling of such transactions.

11. Bill Payment Kiosk. If selected by Customer and agreed to by Bank, Customers may deploy bill payment kiosks at their public locations to accept cash and card payments from Payers. Customer's kiosk payment data will be consolidated with their payment data from other E-Payment channels. While using the bill payment kiosk:

a. Customer is responsible for safeguarding the kiosk and agrees to hold harmless and indemnify Bank and its officers, agents and employees from and against any and all claims, losses, damages, liability, causes of action and costs (including but not limited to court costs and attorney's fees and disbursements), in any way relating to or arising out of the kiosk, including but not limited to bodily injury, property damage, damage to the kiosk, economic damages, fines and/or penalties. Customer agrees to protect the kiosk and its contents from damage, loss, or theft. Customer waives any rights of recovery against Bank arising from such loss, theft, damage, or destruction. Customer is solely responsible for providing security against theft at any kiosk location and Bank will have no liability to Customer in the event of theft or damage. Customer shall be responsible to physically inspect the kiosk at least weekly to insure that no tampering/skimming devices have been installed on the kiosk. Customer is responsible for any and all losses stemming from such occurrence.

b. Customer is solely responsible for ensuring that: (i) the location for the kiosk has adequate and uninterrupted power and broadband internet connectivity via ethernet or digital subscriber line; (ii) each network port for a kiosk has a public IP address; (iii) the location for the kiosk is secure and protected from weather and high or low temperatures beyond the design tolerances of the machine; and (iv) kiosk sites are free of old equipment, obstructions, and other material that may hinder proper placement of kiosk or end-user access to the kiosk.

c. Customer shall also be solely responsible for any site modifications and construction and for the removal of packaging and waste materials.

12. Walk-In Cash Payment Channel. If selected by Customer and agreed to by Bank, Customer may establish a walk-in cash payment channel wherein Payers may remit cash payments at any retail merchant location offering PayXchange services (the "PayXchange Merchant"), such cash payments to be credited to Customer's account at Bank. While using the Walk-In Cash Payment Channel:

a. Customer will receive an electronic message from Bank upon confirmation of a cash payment received by a PayXchange Merchant.

b. All cash payments received by the PayXchange Merchant will be sent via ACH to Customer's designated account at Bank.

c. Payers will be assessed a service fee by the PayXchange Merchant.

d. Customer acknowledges and agrees that Bank shall not be liable for any actions or inactions taken by any PayXchange Merchant and releases Bank for any and all claims related to any and all actions or inactions of any PayXchange Merchant.

13. Bill Presentment Services. If selected by Customer and agreed to by Bank, Customer may distribute electronic invoices, bills or statements to Payers who can pay such invoices, bills or statements via multiple payment channels accessible through the E-Payment Service. Customer represents and warrants that it will not include use or include any reference to untruncated credit card numbers, banking account

numbers, social security numbers or Personal Health Information (as defined in the Health Insurance Portability and Accountability Act of 1996) in any electronic invoice, bill or statement distributed via Bank's Bill Presentment Service. Customer shall indemnify and hold Bank harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly from Customer's breach of the representation or warranty contained in this paragraph. In addition, Bank makes no representation or warranty regarding, and assumes no responsibility with respect to, any services performed or promised by any third party (including, without limitation, any other bank or financial institution) in connection with Customer's use of the Bill Presentment Services.

B. INFORMATION REPORTING AND TRANSACTION SERVICES

Information reporting and transaction Services may be provided by Bank to Customer through SinglePoint®, Global Trade or other applications or systems as may be introduced by Bank ("System(s)"). The System may also be used by Customer to automate many of the Services offered by Bank and also may provide access to other Bank systems that initiate transactions. Customer agrees that such use of the System shall be governed by this Section and all other relevant sections of this Agreement.

1. Introduction. If requested by Customer and agreed to by Bank, Bank will grant access to Bank's System(s) in the manner agreed to by Bank. Customer agrees to be bound by any terms of use and license agreements associated with these Systems.

2. Information Reporting. Bank is authorized to store, process, transmit and make available through Bank's agencies and Systems and through third party data processing providers ("Providers") information regarding accounts designated by Customer. Bank or Providers will transmit to Customer information regarding its account(s) and/or other financial data through the System on a periodic basis. Customer may elect to receive data through one or more delivery mechanisms, including, without limitation, the Internet, facsimile, CD-Rom or secure e-mail or other data transmission options supported by Bank. Section II.12. shall apply in the event Customer elects to receive facsimile reports via an Electronic Transmission. Balance and related information for Customer's account(s) held at other financial institutions may be made available by these financial institutions or Providers that input information into Bank's System. Bank will use reasonable care in submitting data into the System, but assumes no responsibility for the accuracy or timeliness of the account information and other financial data supplied by other financial institutions or Providers. Bank will make every reasonable effort to deliver information by the mutually agreed upon time, but does not guarantee a specific delivery time. Accordingly, Bank's responsibility to Customer with respect to the delivery of information shall be to deliver such work as close to the agreed time as may be reasonably practicable.

3. Transaction Services. Customer may use SinglePoint®, Global Trade, or other similar System to access treasury management or trade finance transaction Services offered by Bank for which Customer has enrolled. Depending on the type of Service or System feature offered by Bank and selected by Customer, access to the transaction Services may include, but are not limited to, ACH, cash vault, check payables, wire transfer payments, book transfers, positive pay services, investments, loan services, trust services, letter of credit services, adjustments, returns, and exceptions management, receivables management, transaction research and annotation, and system administration. Customer agrees that use of the System for transaction Services shall be governed by this Section B and all other sections of this Agreement that are applicable to the product or Service being accessed.

4. Security Procedures/System Administrator. Customer agrees to operate the System in accordance with Sections III. 3 and 4 of this Agreement.

5. Manuals. Bank will provide Customer with a manual in electronic format that will set forth the applicable System's policies and procedures with which Customer agrees to comply. Bank may, without prior notification, make amendments to any manual. Bank owns or has obtained all proprietary rights to the manuals and Customer agrees not to duplicate, distribute or otherwise copy Bank's manuals without Bank's prior written consent. Any manual will at all times remain the property of Bank and Bank reserves the right to request Customer to return all printed copies of such manual within thirty (30) days of termination of this Service.

6. Customer Responsibilities. Customer will purchase (from Bank, in some cases) and provide all equipment and software necessary to use the applicable System in accordance with this Agreement. Bank shall have no responsibility and makes no warranties for such equipment or software. Customer agrees to use the System solely to conduct its business with Bank and agrees to limit access to those Agents who require access to the System. Customer agrees that in addition to other limitations to Bank's liability elsewhere in this Agreement, Bank shall not be liable for any loss or damage arising directly or indirectly from the following:

a. any inaccuracy or incompleteness in the input of an order or instruction from the Customer;

b. any failure by Customer to obtain a confirmation of an order or instruction; or

c. any cancellation or attempted cancellation by Customer of an order or instruction.

7. International Information Reporting. If requested by Customer and agreed to by Bank, Bank may provide incoming international information reporting through Providers or via SWIFT, which shall be governed by the terms of this Section B, other applicable sections of this Agreement, and other applicable agreements or law. Bank shall receive the international information reporting data through Providers or via SWIFT from Customer's account-servicing Bank ("Servicing Bank") and shall display such data to Customer using SinglePoint® or other similar System. If Customer makes a request to Bank for an off-schedule international information report from the Servicing Bank, Customer agrees that Bank shall have no liability if the Servicing Bank does not support the off-schedule request or does not respond to the request in a timely manner.

C. ELECTRONIC DEPOSIT SERVICES

Electronic Deposit Services provide Customer with the option of making electronic deposits using one or more products offered by Bank. Customer agrees that the Electronic Deposit Services shall be governed by this Section and other relevant sections of this Agreement.

1. Processing Options. Customer shall at all times maintain an account with Bank. Customer captures checks or check information received from its Payor Customers into Check Images, and transmits the same to Bank for processing and collection. Bank will seek to collect such Check Images through the check collection system by presenting or exchanging Check Images, or using Check Images to create a Substitute Check, or a Photo-In-Lieu ("PIL") for collection. If ACH processing is selected by Customer, checks that are eligible to be used as source documents to originate ARC entries, POP entries, or BOC entries are converted to ACH Entries and processed through the ACH system. Checks ineligible for ACH conversion are sent through the check collection in the manner previously described.

2. Definitions.

- a. "ACH Entry" means an ARC, POP or BOC debit entry originated to debit funds from a Payor Customer's account at a financial institution in accordance with the NACHA Rules.
- b. "Check Image" means an electronic image of the front and back of an original paper check (including a paper Demand Draft), or an electronic image of a Substitute Check that is created by Customer, Bank or another bank or depository institution in the check collection system.
- c. "Check Image Metadata" means information about the Check Image, as well as pointers to the actual image data (also known as image tags).
- d. "Customer System" means the computer hardware and/or software and/or Web-based applications located at Customer's site that is used by Customer to prepare Electronic Deposits and to access the Electronic Deposit Services.
- e. "Demand Draft" or "Remotely Created Check" means a paper item, other than a Substitute Check or PIL, which (i) is drawn on a Payor Customer account, (ii) does not bear the signature of the Payor Customer, and (iii) is authorized by the Payor Customer to be issued in the amount for which the item is drawn.
- f. "Electronic Deposit" means electronic information (including Check Images, Check Image Metadata, MICR Data, dollar amount or ACH Entry information), obtained from capturing information from an original paper check and remittance documentation that is transmitted to Bank for deposit, processing and collection.
- g. "Electronic Deposit Services" means an array of products and services that allow organizations that receive check payments and/or remittance payments to deposit all payments electronically at Bank, as further described in the applicable User Manual.
- h. "Electronic Deposit System" means Bank or its vendors' computer systems or databases that Customer may access in order to obtain Electronic Deposit Services.
- i. "MICR Data" means information from the Magnetic Ink Character Recognition stylized printing on the bottom of checks comprising of routing, transit, account and check serial numbers.
- j. "Payor Customers" means clients and/or customers of Customer that submit original paper checks or check information to Customer for payment obligations owed to Customer.
- k. "Photo-In-Lieu" or "PIL" means a photocopy of the front of an original paper check created from a Check Image.
- l. "Substitute Check" means a paper check document that meets the definition of a "substitute check" in the Check Collection for the 21st Century Act as implemented by Regulation CC of the Federal Reserve Board.

3. Customer Authorizations and Notifications. Customer shall adhere to any and all applicable laws, regulations and clearinghouse rules, including but not limited to, obtaining all necessary consents and authorizations from, and/or providing all necessary disclosures to its

Payor Customers concerning the creation of Demand Drafts or the conversion of Payor Customers' checks to ACH Entries. Customer is solely responsible for ascertaining the content, method, and frequency of any required authorizations and notifications.

4. Determination of Items Eligible for Electronic Deposit.

- a. Only original paper checks that qualify as a source document may be converted to an ACH Entry under NACHA Rules. Bank will apply certain automated internal edits and screens to the Electronic Deposit submitted by Customer to determine whether the original paper check is a source document that qualifies for conversion to an ACH Entry. Customer acknowledges and agrees that Customer is the Originator of such ACH Entries under NACHA Rules regardless of whether Customer or Bank initiates the ACH Entry into the payment system.
- b. Only a paper item, payable on demand, and drawn on or payable through or at an office of a bank, is eligible for deposit as a Check Image. Unless permitted by applicable law, Customer represents and warrants to Bank that Customer shall not use the Electronic Deposit Services to transmit electronically created payment orders (which are electronic images that are not captured from original paper checks). Without limiting the generality of the preceding sentence, the following items are not eligible for deposit as Check Images or an Electronic Deposit under the Electronic Deposit Services, and Customer must deposit these original paper items with Bank: (i) checks, including travelers checks, that are drawn on banks located outside of the United States; (ii) checks payable in a medium other than U.S. dollars; (iii) non-cash items (as defined under Section 229.2(u) of Federal Reserve's Regulation CC); (iv) promissory notes and similar obligations, such as savings bonds (unless explicitly permitted as an Electronic Deposit in the applicable User Manual); (v) checks issued by and drawn on Customer or an affiliate of Customer; and (vi) any other class of checks or drafts as identified by Bank to Customer from time to time in the User Manual.

5. Capture of Checks and Check Information.

- a. For certain Electronic Deposit Services, Customer shall use scanning hardware and/or software that meets Bank's specifications. Depending on the type of Electronic Deposit Service or processing option(s) selected by Customer, in the event the condition of a paper check precludes a complete automated read, Customer shall be responsible for visually inspecting the Check Image. Customer shall be responsible for the repair of any MICR Data (if applicable) and for ensuring that any and all information on the front and back of a paper check is accurately captured and legible in the resulting Check Image and otherwise complies with any Check Image or MICR Data quality standards and guidelines that may be established by the American National Standards Institute (ANSI), ECCHO Rules, the Federal Reserve, other applicable regulatory agency or clearinghouse, or which Bank may provide to Customer from time to time. Customer acknowledges that current image technology may not capture all security features (e.g. watermarks) contained in the original paper checks, and agrees to assume any and all losses resulting from claims based on security features that do not survive the image process.
- b. Customer further acknowledges that Bank does not verify the accuracy, legibility or quality of the Check Image prior to processing an Electronic Deposit. Bank may, in its sole discretion, reject, repair, alter, amend, re-format or convert the Check Image Metadata or MICR Data submitted in an Electronic Deposit in accordance with general check collection practices and industry presentment standards, but Bank shall have no obligation to reject, repair, alter, amend, re-format or convert the Check Image Metadata or MICR Data. If Bank requires that Customer comply with certain formatting standards or other guidelines outlined in the applicable User Manual when submitting Electronic Deposits (for example, requiring use of the external processing code for identifying Remotely Created Checks) and Customer declines to implement, or comply with, such standards or guidelines, Customer acknowledges that Bank shall not be liable for any error or loss that results from Bank processing such Electronic Deposit or from Bank's re-formatting or conversion of the Electronic Deposit prior to processing.

- c. Bank shall not be liable to Customer for failure to process an Electronic Deposit, or any error that results in processing or collecting an Electronic Deposit: (i) for which Customer has not provided Bank an accurate, complete and legible image of, or information from, the original

paper check; (ii) for which Customer has failed to comply with formatting standards or other guidelines required by Bank; or (iii) which would violate this Agreement, the User Manual or any other agreement between Customer and Bank.

d. If Customer desires to make an Electronic Deposit outside of the contiguous United States, Customer shall seek Bank's prior approval. Bank may reject a deposit transaction or terminate the Electronic Deposit Services immediately if Customer fails to obtain Bank's prior approval. If Customer chooses to access Electronic Deposit Services from locations outside the contiguous United States, Customer is responsible for compliance with local laws. Customer agrees not to use Electronic Deposit Services in any country that is subject to geographically-based restrictions imposed by OFAC.

6. Upload of Electronic Deposit to Bank.

a. Customer shall upload the Electronic Deposit transmission (containing one or more Electronic Deposits) to Bank prior to the daily cut-off time established by Bank from time to time for the receipt of Electronic Deposits. Any Electronic Deposit transmission received by Bank after its daily cut-off time shall be deemed to have been received by Bank at the opening of its next Business Day. Performance of the Electronic Deposit Services may be affected by external factors such as communication networks latency. Customer is responsible for the transmission of the Electronic Deposit until the Electronic Deposit System reports a successful acknowledgement of receipt of the transmission.

b. An Electronic Deposit is received when the entire Electronic Deposit transmission in which that Electronic Deposit is contained is received by Bank in accordance with section 6.a. above. If only a portion of that Electronic Deposit transmission is received by Bank for any reason, including without limitation a failure during the transmission to Bank, the Electronic Deposit transmission is deemed to have been not received by Bank with respect to any Electronic Deposit contained in that Electronic Deposit transmission (including any Check Image contained in the portion of that Electronic Deposit transmission that was received).

c. Bank will process Electronic Deposit transmission received from Customer either via ACH Processing, Check Image or Substitute Check collection in accordance with the processing options selected by Customer. For each Check Image sent to Bank in an Electronic Deposit transmission, Customer agrees not to deposit the original paper check nor re-deposit the Check Image at Bank or any other financial institution.

d. A per item limit, dollar limit, or deposit limit may be established by Bank in its sole discretion and communicated to Customer. If any such limit is established, Bank shall have no obligation to process items or files in excess of the limit.

7. Funds Availability. Customer agrees that the transmission of Check Images using Electronic Deposit Services is not subject to the funds availability requirements of Regulation CC. Bank may, at any time, and in its sole discretion, provide a one-time notification to Customer if Bank intends to delay funds availability beyond ordinary Regulation CC funds availability time frames for items submitted by Customer using Electronic Deposit Services. In such instance, funds deposited will be available for withdrawal 3 business days after electronic transmission to Bank. Bank may, but is not required to, make such funds available sooner.

8. Collection of Check Images. Notwithstanding anything to the contrary in this Agreement, Bank may in its sole discretion determine the manner in which Bank will seek to collect a Check Image deposited by Customer for check collection. Without limiting the generality of the preceding sentence, Bank may, at its option: (i) present or transfer the Check Image to the paying bank, a Federal Reserve Bank, check clearinghouse, image share/exchange network, or other bank; (ii) create a Substitute Check or a PIL from the Check Image and collect such item, or (iii) request that Customer provide to Bank the original paper check from which the Check Image was created and then collect the original paper check. Depending on the collection method, the Check Image or physical item is subject to the rules of that clearinghouse, Federal Reserve Bank, or image share/exchange network or financial institution agreement.

9. Representation of Returns. If Customer identifies to Bank a returned ACH Entry as being returned because the original paper check was ineligible as a source document for the ACH Entry, Bank shall use

reasonable efforts to collect the check related to the ACH Entry by creating, in Bank's sole discretion, a Substitute Check, or a PIL from the image of the original paper check.

10. Storage of Check Images. Bank shall store Check Images and other check information on the Electronic Deposit System in accordance with Bank's record retention schedule, and shall make such information available to Customer according to the applicable User Manuals and fee schedule. If the Electronic Deposit Services are terminated, Customer may obtain Check Images or check information at the price outlined in the fee schedule.

11. Franking, Retention and Destruction of Original Paper Checks. Depending on the requirements outlined in the applicable User Manual, Bank may require, or strongly recommend, that Customer frank or mark the face of each original check after successfully capturing each Check Image to help ensure that an item is not deposited more than once either as a Check Image or physical check. Customer shall destroy the original paper check based on guidelines identified in the applicable User Manual and shall employ commercially reasonable methods to securely store the original paper check until destruction. At Bank's request, Customer shall provide the original paper check to Bank if the original paper check has not been destroyed by Customer and Bank needs the original paper check to process a payment or resolve a dispute arising from an Electronic Deposit.

12. Representations and Warranties. With respect to each Check Image or Electronic Deposit that Customer transmits to Bank, Customer is deemed to make any representation or warranty that would have applied had Customer deposited the original paper check. In addition Customer is deemed to make to Bank any representation or warranty that Bank makes, under applicable law, clearinghouse rule, Federal Reserve Operating Circular, bi-lateral agreement or otherwise, to any person (including without limitation a collecting bank, a Federal Reserve Bank, a Receiving Depository Financial Institution, a paying bank, a returning bank, the drawee, the drawer, any endorser, or any other transferee) when Bank transfers, presents or originates a Check Image, Substitute Check, PIL, or ACH Entry created from the Electronic Deposit.

13. Customer Responsibility. With respect to each Check Image or Electronic Deposit that Customer transmits to Bank, Customer shall indemnify and hold Bank harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly: (a) from Customer's breach of a representation or warranty as set forth in section 12 above; (b) as a result of any act or omission of Customer in the capturing, creation or transmission of the Check Image or Electronic Deposit, including without limitation the encoding of the MICR Data from the original paper check; (c) from any duplicate, fraudulent or unauthorized check, Check Image, Substitute Check, PIL or ACH Entry; or (d) for any loss caused by Bank's acceptance of a Check Image, or creation of a Substitute Check PIL or ACH Entry instead of presentment of the original paper check; or (e) from any other act or omission arising out of Bank's action or inaction taken pursuant to any request by Customer or pursuant to this Agreement. This section 12 shall survive termination of the Agreement.

14. User Manual. Bank will provide Customer with one or more user guides ("User Manual") in paper or electronic format that will set forth the policies and procedures for the relevant Electronic Deposit Services product with which Customer agrees to comply. Bank may, without prior notification, make amendments to any User Manual. Bank may require that certain employees of Customer attend periodic training as a condition to using the Electronic Deposit Services.

15. Security Procedures and Right to Audit. Customer shall comply with all security procedures for the Electronic Deposit Services that are established by Bank or set forth in the applicable User Manual. Customer is solely responsible for (i) maintaining its own internal security procedures; (ii) safeguarding the security and confidentiality of any information that is obtained from Payor Customers' checks, Check Images and other information that is either printed from, stored on, or downloaded to, the Customer System, Electronic Deposit System, or Customer's other computer/data systems or portable media; and (iii) preventing errors or unauthorized access to the Customer System or the Electronic Deposit System. Bank reserves the right to periodically audit

Customer's security procedures and information technology processes, and to mandate controls.

16. Mobile Remote Deposit Services ("Mobile Services"). Depending on the type of Electronic Deposit Service selected by Customer, Mobile Services is an optional add-on service that will allow Customer to make remote check deposits and obtain check deposit history made through the Mobile Services using a supported mobile device. If Customer selects Mobile Services, Customer will need to download and install a Mobile Service application on compatible and supported mobile phones, tablets or other devices (collectively, "Devices").

a. Description of Mobile Services. Mobile Services allow Customer to use a Device to take photographs of the front and back of the check and to transmit the Check Image to Bank in a secure data encrypted format using Customer's mobile service provider's cellular network or the Internet (collectively, "Network"). Certain Mobile Services may allow Customer to use a Device to enter remittance data and to take photographs of the front and back of remittance and general documents associated with the Check Image for reporting and research purposes.

b. Use of Mobile Services. Customer agrees to use Mobile Services in accordance with this Agreement, other user requirements provided in the User Manual, and the downloaded mobile application. Bank reserves the right to modify the scope of Mobile Services at any time, or change or upgrade Mobile Services from time to time, including the right to cease offering the Service on a previously supported Device. Bank also reserves the right to refuse any Electronic Deposit requested through the Service because a Check Image fails image quality standards, is detected as a duplicate item, or for any other reason in Bank's sole discretion. Customer understands and agrees that Mobile Services may not be accessible at all times due to Network connectivity or may have limited utility over some Networks, such as while roaming. Customer acknowledges and agrees that Bank may use geolocation technology to track that Mobile Services activity occurs within the contiguous United States.

c. Software. Customer agrees not to use Mobile Services or the content or information delivered through Mobile Services in any way that would infringe upon any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Mobile Services software. In the event Mobile Services is terminated or Customer's software license is revoked for any reason, Customer agrees to promptly delete the Mobile Services application from its Devices.

d. Service Limitations.

- i. Neither Bank nor Customer's mobile service providers can always foresee or anticipate technical or other difficulties related to Mobile Services, which may result in loss of data, personalization settings or other interruptions. Bank assumes no responsibility for the timeliness of any Mobile Services transmissions or communications, or the loss or failure to store any user data, communications or personalization settings in connection with a Device and Customer's use of Mobile Services.
- ii. Bank shall not be responsible for the operation, security, functionality, or availability of any Device or Network that Customer utilizes to access Mobile Services. Transmission of a Check Image shall not be deemed received unless the Device reports a successful acknowledgement of receipt of the transmission. Customer agrees to exercise caution when utilizing Mobile Services on Devices and to train its authorized users to exercise good judgment and discretion when accessing or transmitting information.
- iii. Information about activity is synchronized between the Mobile Services software and Bank's Electronic Deposit System, however, deposit information available via the Mobile Services application may differ from the information that is available directly through the Electronic Deposit System. Information and features available directly through the Electronic Deposit System may not be available via the Mobile Services application, and may be described using different terminology. The method of entering information via the Mobile Services application may also differ from the method of entering instructions through the Electronic Deposit System. Customer agrees that Bank shall not be liable for any errors or

delays in the content as a result of Customer's use of the Mobile Services software.

- iv. Customer acknowledges that its mobile service carrier or provider may provide for fees, limitations and restrictions such as data usage charges or data throttling which may have an impact Customer's use of or interaction with Mobile Services. Customer agrees to be solely responsible for all such fees, limitations and restrictions.

e. Security.

- i. If Customer permits its employees or agents to use their own personal mobile devices to access Mobile Services, Customer assumes any and all risks associated with the use of personal mobile devices, including but not limited to, any risk that compromises the integrity of Customer's corporate network or sensitive business data. Customer is solely responsible for implementing policies that will help mitigate the risk of allowing employees to use personally-owned mobile devices, which may include but are not limited to, requiring that Devices are configured and managed with information assurance controls commensurate with the sensitivity of the underlying data and employing Mobile Device Management (MDM) software or other software that secures, monitors, manages and supports mobile devices deployed across operators, service providers and enterprises.
- ii. Customer shall ensure that its employees or agents exercise appropriate precautions surrounding the use and safeguarding of the Devices at all times. Customer agrees not to leave Devices unattended when logged into Mobile Services and to log off immediately at the completion of each access. Customer agrees that a username and password are the agreed upon security procedures and that such security procedures are commercially reasonable. If these security procedures are used to access Mobile Services, Customer agrees that any transactions using Mobile Services are hereby authorized. If Customer permits other persons to use a Device, login information, or any other means to access Mobile Services, Customer will be responsible for the resulting transactions, and Bank shall have no liability for any damages Customer may incur.
- iii. Devices with internet capabilities are susceptible to viruses. Customer is responsible for ensuring that each Device is protected from and free from viruses, malicious software ("malware"), and other harmful components which could result in damage to programs, files, or the Device, or could result in information being intercepted by a third party. Bank shall have no liability for any damages which may result from such viruses, malware, or other harmful components.

D. ACH SERVICES

1. Introduction. If requested by Customer and agreed to by Bank, Customer or its Agent may initiate credit or debit Automated Clearing House ("ACH") transactions ("Entries") for payments ("Credit Entries") and/or collections ("Debit Entries") on Business Days to its accounts or the accounts of others ("Receivers") in accordance with Bank's security procedures and this Agreement. Bank will act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries. Bank may process Entries directly, through one or more clearinghouses, or through the mechanism selected by Bank. Customer's rights and obligations with respect to such Entries are governed by applicable law and the NACHA Rules, as amended from time to time. Customer acknowledges that it shall be bound by NACHA Rules and agrees not to initiate any Entry in violation of the NACHA Rules or applicable federal, state or international law, regulation or clearinghouse rules, including, without limitation, Regulation E of the Board of Governors of the Federal Reserve System, regulations promulgated by the Office of Foreign Assets Control, FinCEN, rules governing the Canadian, Mexican and European payments systems, and Operating Circular 4 of the Federal Reserve Bank (collectively referred to herein as the "Rules"). Customer acknowledges and agrees that Bank shall have the right to examine Customer's books, records and systems to ensure Customer's compliance with the Rules and this Section IV, D and that Bank shall further have the right to suspend Services if Bank determines, in its sole and absolute discretion, that Customer is not complying with the Rules and/or this Section IV, D. Customer acknowledges that a copy of the NACHA Rules is available through NACHA at current NACHA prices. Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to them in the NACHA Rules.

2. Entry Origination/Processing Dates/Deadlines. Customer may initiate Entries in the manner and format agreed to by Bank. ACH files transmitted to Bank shall be in an unbalanced file format. Bank has the right to restrict the standard entry class ("SEC") codes utilized by Customer. If notified by Bank of such restriction, Customer must cease use of the SEC code and the underlying transaction type. Customer agrees that all Entries (regardless of SEC Code) that involve the exchange or transmission of banking information via unsecured electronic networks shall be encrypted or transmitted via a secure session, using a commercially reasonable security technology that, at a minimum, is equivalent to 128-bit RC4 encryption technology. Bank will establish a deadline for the receipt of Entries from Customer ("Deadline"). Bank may establish different Deadlines for Entries depending on the method of delivery employed by Customer and all such Deadlines are subject to change. Bank must receive Customer's Entries at or prior to the Deadline for the Entries to be processed on the Business Day of receipt. Entries received after the Deadline, Entries that contain an Effective Entry Date that is invalid or stale, or Entries that are ineligible for Same Day ACH, will be processed on the next Deadline, which may be the next Business Day. Entries with settlement dates of more than thirty (30) calendar days from receipt will not be processed unless prior arrangements have been made. If Customer has opted-in for Same Day ACH, Customer acknowledges that any Entry using the current day's date as the Effective Entry Date that is submitted to the ACH Operator prior to the Deadline shall carry the Same Day ACH fee. If Customer has not opted-in for Same Day ACH and submits an Entry prior to the Deadline using the current day's date as the Effective Entry Date, Customer acknowledges that such Entry shall be processed on the next Business Day.

3. Content and Secondary Authorization. In submitting any Entry, Customer shall be responsible for providing all information required by Bank. Customer bears sole and exclusive responsibility to verify that the information set forth in Entries submitted to Bank is authentic, accurate and conforms to the Rules. The Services hereunder are only designed to respond to information provided by Customer. Accordingly, any inaccuracy in any information provided by Customer may result in unintended processing by Bank. Bank bears no responsibility for detecting or reporting any error in data supplied by Customer and shall not be liable to Customer for any information provided by Customer with respect to an Entry which is inaccurate, incomplete or otherwise incorrect. Bank strongly recommends that Customer utilize a second individual to review and approve ACH files prior to submission to Bank. Customer acknowledges and agrees that such a security procedure is commercially reasonable and that Customer's failure to use this

procedure substantially increases Customer's risk of an unauthorized ACH file.

4. Entry Limits and Payment. Customer agrees to comply with any applicable per transaction or aggregate Entry limits established by the Rules. Customer shall at all times maintain a settlement account with Bank for the purpose of funding Customer's Entries ("Account"). The total dollar amount of Entries initiated by Customer through Bank under all ACH Services and pending on a given day shall not exceed the lesser of collected or available balances in the Account or an exposure limit should one be established by Bank ("Exposure Limit"). Establishment of an Exposure Limit should not be interpreted or construed by Customer as a commitment or agreement to provide any credit or loans to a Customer and is subject to modification or termination at any time by Bank. Customer shall pay Bank for all Entries and authorizes Bank to charge its Account or any other account with Bank in the amount of such Entries. Bank shall have the right in its sole discretion to reject any or all Entries initiated by Customer without notice if Bank has reason to believe that there will be insufficient available funds on the relevant settlement date, even if Bank may have previously accepted Entries for processing with insufficient available funds in the Account. Customer will receive funds for any Debit Entry on the ACH settlement date. Bank shall credit the Account in any amount payable to the Customer, subject to Bank's right to make adjustments in accordance with this Agreement. Bank may establish, monitor and periodically review Customer's Exposure Limit and Customer's compliance thereof, and may, in Bank's sole discretion, cease processing Entries based on such review.

5. Prenotification. To the extent permitted by the Rules, Customer may elect to send a prenotification that it intends to initiate an Entry to a particular account in accordance with the procedures set forth in the Rules or by Bank. The prenotification can be returned or result in a Notification of Change ("NOC"). If the prenotification is returned, Customer shall research the problem and make any necessary corrections before transmitting another Entry. If the prenotification results in a NOC, Customer shall make the required change prior to initiating another Entry, or issue a Refused NOC. Bank offers an optional Service that allows Bank to track Customer's NOC on Customer's behalf. If Customer selects this option, Bank shall only manage the changes to the routing, transit and account numbers.

6. Notification of Change ("NOC"). A NOC is created by the Receiving Depository Financial Institution ("RDFI") to notify Customer (via Bank) that previously valid information contained in a posted Entry is outdated, or information contained in a prenotification or live transaction is erroneous or improperly formatted and should be corrected. Bank offers NOC Manager, which is a Service that allows Bank to track Customer's NOC on Customer's behalf. NOC Manager only manages the changes to routing numbers, account numbers and transaction codes. Bank, in its sole discretion, may require that Customer enroll in NOC Manager as part of ACH Services provided to Customer.

7. Data Breach Notification. Customer may have gathered personal or financial information of its customers for the purpose of initiating ACH transactions. Such information may include, without limitation, the customer's bank account number together with the bank routing number, or the customer's name together with the customer's social security number or tax identification number. Customer agrees to immediately report to Bank any loss, theft or unauthorized access of such information ("data breach") by or from Customer, its Agent, or third party service provider, if circumstances indicate that the misuse of such information has occurred or is reasonably possible. Customer acknowledges that Bank may have an obligation to report any data breaches to NACHA and other affected parties, and agrees to establish appropriate procedures to prevent, detect, investigate and report data breaches.

8. ACH Secured Funds Entries. Bank may, at any time, and in its sole discretion, require Customer to prefund some or all Credit Entries that Customer desires to initiate. Customer acknowledges and agrees that such funds are held solely for the benefit of Bank and that Customer will not be entitled to earn any interest thereon. Upon initiation of such Credit Entries, Bank is authorized to immediately charge the Account (in the total amount of such Entries). If ACH Secured Funds is used to initiate Debit Entries, funds will be credited to the Account on the settlement date of the transaction. However, such funds shall not be

available for withdrawal from the Account for two Business Days after the settlement date.

9. File Confirmation System. Customer shall at all times comply with applicable file confirmation procedures and any security procedures established by Bank. Such procedures are solely for the purpose of verifying the origination of Entries by Customer or Bank's receipt of the ACH file and/or batch (but not for errors in transmission or content).

a. Control Totals. If Customer elects to provide Bank with the total dollar value of Entries and any other necessary information ("Control Totals"), Customer must telephone Bank's Interactive Voice Response system or input Control Totals through SinglePoint each time it originates Entries. After Bank receives Customer's ACH file, Bank will compare the information in the ACH file to the Control Totals. If the information matches the Control Totals, Bank will process the ACH file. Bank will notify Customer if the Control Totals do not match the information in the ACH file, or if Bank receives an ACH file without receiving Control Totals or vice versa. Bank will not process an ACH file unless it receives conforming Control Totals before established Deadlines.

b. Confirmation of Receipt. If Customer elects not to provide Bank with Control Totals but elects to receive a confirmation report or file, Bank shall provide Customer with a confirmation that Bank received Customer's ACH file and/or batch. After Customer receives the confirmation report or file, Customer will compare the confirmation information to Customer's ACH transmission information. If the information does not match, Customer shall notify Bank before Bank's established deadline, failing which, Bank shall process Customer's ACH file and/or batch. Customer acknowledges that the confirmation report or file is for the sole purpose of verifying Bank's receipt of the file and does not signify any validation of data. Customer bears sole responsibility for any inaccurate or incomplete information provided to Bank if Customer fails to notify Bank prior to Bank's processing of Customer's file.

10. Rejected and Returned Entries, Unauthorized Entries. Bank may reject any Entry that is not initiated in accordance with this Agreement. In the event that an Entry is rejected, or returned by an ACH processor, for any reason whatsoever, it shall be Customer's responsibility to reinitiate the Entry. Bank will give Customer or its designated Agent notice of any rejected or returned Entry in the manner agreed to by the parties. Bank is authorized to debit/credit the Account for Entries that are returned to Bank. Unless the return is caused by Bank's failure to properly execute an Entry, Bank has no obligation to pay Customer interest on the amount of any returned Entry debited from the Account. A Receiver may, in some cases, have the right to have an unauthorized or erroneous Debit Entry credited to its account. Customer agrees that Bank may deduct the amount owing to the Receiver from Customer's Account upon Bank's receipt of proper notice from the Receiver's bank. Bank may charge back against Customer any Debit Entry that is returned or reversed by the RDFI.

11. ACH Redeposit Service.

If requested by Customer and agreed to by Bank, Bank will reinitiate (maximum of two times) each Debit Entry returned for insufficient or uncollected funds.

12. Amendment of Entries. Customer does not have the right to delete, reverse or amend any Entry (each, an "Adjustment Request") after it has been received by Bank. If Customer sends Bank an Adjustment Request via internet, secure email, or fax in accordance with the terms of this Agreement, Bank will make reasonable efforts to act on the Adjustment Request. All Adjustment Requests must be received by Bank prior to the established deadlines, and even if the Adjustment Request is made in a timely manner, Customer acknowledges that an Adjustment Request may prove unsuccessful (for example, if it is returned by the RDFI for non-sufficient funds). Customer agrees to indemnify Bank in connection with any Adjustment Request in accordance with applicable law.

a. Internet Option. If Customer has selected the Internet Option, Customer may use SinglePoint® to transmit information to Bank for the purpose of amending ACH files. Customer agrees to comply with any applicable software agreement, user guide and any established security procedures.

b. Secure Email Option. If Customer has selected the Secure Email Option, Customer may send an Adjustment Request to a designated shared mailbox at Bank.

c. Fax Option. If Customer has selected the Fax Option, Customer may transmit an Adjustment Request to Bank via facsimile to a designated facsimile number. Customer acknowledges that the Internet and Secure Email Options are substantially more secure than the Fax Option. Customer agrees to be bound by any instructions submitted via the Fax Option, whether or not authorized, issued in its name and accepted by Bank in accordance with the agreed procedures.

13. Customer Representations/Indemnity. Customer represents and warrants to Bank that each Entry: (i) complies with the terms of this Agreement and the Rules; (ii) does not breach any warranty of Customer or Bank contained in this Agreement and the Rules; (iii) complies with applicable state, federal and international laws and rules, including, without limitation, the Electronic Funds Transfer Act, Regulation E and regulations overseen by the Office of Foreign Assets Control; (iv) is accurate, timely, and authorized; and (v) that any Debit Entry is for a sum that on its settlement date is due and owing from the Receiver to Customer or is a correction of a previously transmitted erroneous Credit Entry. With respect to each ACH Entry (regardless of SEC Code), Customer is deemed to make to Bank any representation or warranty that Bank makes, under applicable law and the Rules to any person, RDFI, or any other transferee. Receiver authorizations shall expressly authorize Bank to transmit corrective entries to Receiver's accounts to correct a prior Entry and shall authorize Customer to release to Bank all information concerning its Receivers that is required by Bank to recover such Entries. Customer shall immediately cease initiating Entries upon receiving actual or constructive notice of the termination or revocation of the Receiver's authorization. Customer will retain each authorization received by Customer for such period of time as may be required by the Rules or applicable law and shall provide Bank with copies of such authorizations upon request. Customer will indemnify, defend and hold Bank harmless from and against any and all claims, demands, expenses, losses, liabilities, and damages, including without limitation, NACHA fines, reasonable attorney fees and court costs at trial or on appeal that arise directly or indirectly out of any Entry initiated by Customer in violation of this Agreement and the Rules.

14. Re-presented Check Entries. NACHA Rules allow Customer to initiate an Entry to collect certain checks that have been returned unpaid for insufficient or uncollected funds ("RCK Entry"). In the event that Customer initiates an RCK Entry to Bank for check collection purposes, Customer agrees that such RCK Entry will comply with all provisions of this Agreement and applicable Rules and makes the following additional representations and warranties regardless of which entity initiates the RCK Entry on its behalf:

a. Each check is eligible under NACHA Rules to be collected via an RCK Entry.

b. Customer has no knowledge of any insolvency and it has good legal title to the returned item.

c. All signatures on the returned item are authentic and authorized, and the returned item is without alteration, not subject to claims or defenses, and will not be presented to the paying bank.

d. The RCK Entry accurately reflects the item and any information encoded after issue in magnetic ink is correct. (RCK Entries cannot be used for collection fees.)

e. Any restrictive endorsement placed on the item is void or ineffective.

f. Customer has provided clear and conspicuous notice of its electronic check representation policy in advance of receiving the item to which the RCK Entry relates.

g. The Customer will provide to Bank immediately upon request a copy of the front and back of the returned item, provided that the request is made within seven (7) years of the settlement date of the RCK Entry.

15. Internet-Initiated Entries. NACHA Rules allow Customer to initiate a Debit Entry to a consumer Receiver's account pursuant to an authorization obtained from the Receiver via the Internet ("WEB Entry"). In the event that Customer initiates a WEB Entry to Bank, Customer

agrees that such WEB Entry will comply with all provisions of this Agreement and applicable Rules and makes the following additional representations and warranties regardless of which entity initiates the WEB Entry on its behalf:

- a. Customer has employed a commercially reasonable fraudulent transaction detection system to screen each WEB Entry.
- b. Customer has employed commercially reasonable methods of authentication to verify the identity of the Receiver.
- c. Customer has taken commercially reasonable steps to verify that routing numbers are valid.
- d. Customer has established a secure Internet session prior to the key entry by the Receiver of any banking information and through the transmission of the data to Customer. Currently, 128-bit RC4 encryption technology is the standard for financial transactions and is considered commercially reasonable. If technological advancements drive the commercially reasonable standard to change, Customer agrees to comply with the new standard.
- e. Customer has and will conduct an annual audit to ensure that the financial information that Customer obtains from Receivers is protected by security practices that include adequate levels of: (1) physical security to protect against theft, tampering, or damage, (2) personnel and access controls to protect against unauthorized access and use, and (3) network security to ensure secure capture, storage and distribution of financial information. Customer will provide proof of Customer's security audits to Bank upon request. Any such information provided to Bank shall be kept confidential. Bank may cease processing Entries for Customer if Bank in its sole discretion determines that Customer's security procedures are inadequate.

16. Telephone-Initiated Entries. NACHA Rules allow Customer to initiate a Debit Entry to a consumer Receiver's account pursuant to the Receiver's oral authorization and banking information obtained via the telephone ("TEL Entry"). In the event that Customer initiates a TEL Entry to Bank, Customer agrees that such TEL Entry will comply with all provisions of this Agreement and applicable Rules, and makes the following additional representations and warranties regardless of which entity initiates the TEL Entry on its behalf:

a. Receiver Authorization. Customer shall obtain the Receiver's explicit authorization prior to initiating a Debit Entry to the Receiver's account. In the event that Customer obtains the Receiver's authorization verbally, Customer will either tape record the Receiver's oral authorization or provide, in advance of the settlement date of the Entry, written notice to the Receiver that confirms the oral authorization. Customer agrees that, at a minimum, the following specific information is disclosed to, and acknowledged by, the Receiver during the telephone call:

- (i) the date on or after which the Receiver's account will be debited;
- (ii) the amount of the Debit Entry to the Receiver's account;
- (iii) the Receiver's name;
- (iv) a telephone number that is available to the Receiver and answered during normal business hours for customer inquiries;
- (v) the date of the Receiver's oral authorization; and
- (vi) a statement that the authorization obtained from the Receiver will be used to originate an ACH debit to the Receiver's account.

Customer shall retain either the original or a duplicate tape recording of the Receiver's oral authorization or a copy of the written notice confirming the Receiver's oral authorization for two years from the date of the authorization, and shall immediately provide same to Bank upon request.

If Customer chooses to provide the Receiver with written notice confirming the Receiver's oral authorization, Customer will disclose to the Receiver during the telephone call the method by which such notice will be provided.

b. Security Procedures. In addition to all other representations and warranties contained herein, Customer also represents and warrants the following each time it delivers a TEL Entry to the Bank that it has

(a) utilized a commercially reasonable security procedure to verify the identity of the Receiver, including name, address and telephone number; and (b) further that Customer has established commercially reasonable procedures to verify the accuracy of the RDFI's ABA routing and transit number.

17. Accounts Receivable and Back Office Conversion Entries.

NACHA Rules allow Customer to utilize ACH to collect consumer check payments received via U.S. mail or at a dropbox location ("ARC Entry"). NACHA Rules also enable Customer to convert during back office processing checks presented either at the point of purchase or a manned bill payment location ("BOC Entry"). In the event that Customer initiates an ARC or BOC Entry to Bank, Customer agrees that such ARC or BOC Entry will comply with all provisions of this Agreement and applicable Rules and makes the following additional representations and warranties regardless of which entity initiates the ARC or BOC Entry on its behalf:

a. Prior to the receipt of each check, Customer has provided clear and conspicuous notice to the Receiver: (i) that receipt of the check is authorization for a payment as a check transaction or for a one-time ACH debit to the Receiver's account; and (ii) of Customer's phone number for inquiries regarding BOC Entries.

b. Customer shall provide a copy of the notice to the Receiver at the time of the transaction if Receiver presents the check in-person.

c. Each check is eligible as a source document under NACHA Rules to be collected via an ARC or BOC Entry.

d. The amount of the entry, the routing number, the account number, and the check serial number are in accordance with the source document.

e. The source document to which the ARC or BOC Entry relates will not be presented for payment.

f. Customer has established policies and procedures to destroy the source document as soon as is reasonable and shall use commercially reasonable methods to securely store the source document until such destruction.

g. Customer shall use commercially reasonable methods to securely store the banking information relating to the ARC or BOC Entry.

h. Customer shall retain a reproducible and legible image, microfilm or copy of the front of the Receiver's source document for two years from the settlement date of each ARC or BOC Entry, and shall immediately provide same to Bank upon request.

i. For BOC Entries, Customer has employed commercially reasonable procedures to verify the identity of each Receiver of BOC Entries.

j. For BOC Entries, Customer maintains a working telephone number that is answered during Customer's normal business hours for Receiver inquiries regarding BOC transactions.

18. Point of Purchase (POP) Entries. NACHA Rules allow Customer to initiate a Debit Entry to a Receiver's account for in-person purchases made by check at the point-of-purchase ("POP Entry"). In the event that Customer initiates a POP Entry to Bank, Customer agrees that such POP Entry will comply with all provisions of this Agreement and applicable Rules and makes the following additional representations and warranties regardless of which entity initiates the POP Entry on its behalf:

a. Customer has posted a notice in a prominent and conspicuous location at the point-of-purchase and provided Receiver with a written notice of same: (i) that when a check is provided as payment, it is authorization for payment as a check transaction or for a one-time ACH debit to the Receiver's account; and (ii) that funds may be withdrawn from the Receiver's account the same day payment is made.

b. Each check is eligible under NACHA Rules to be collected via a POP Entry and the Receiver has not opted out of check conversion.

c. Customer has returned the voided source document to the Receiver after capturing the necessary check information and the source document was not previously negotiated, voided, or provided by the Receiver for use in any prior POP Entry.

d. Customer has obtained the Receiver's authorization and provided a copy of same to Receiver, which: (i) is in writing and signed or similarly authenticated by the Receiver; (ii) is readily identifiable as an ACH debit authorization; (iii) clearly and conspicuously states its terms; and (iv) states that the check will not be processed.

19. International ACH Transactions (IAT) Entries. NACHA Rules allow Customer to initiate or receive international payment transactions transmitted via the ACH network.

a. In the event any part of an Entry originates from, or is transmitted to, a financial agency office located outside the territorial jurisdiction of the United States that handles the payment transaction ("IAT Entry"), Customer agrees that such IAT Entry will comply with all provisions of this Agreement and applicable Rules. Customer also makes the following additional representations and warranties regardless of which entity initiates the IAT Entry on its behalf:

- (i) Customer is in compliance with U.S. law, including, but not limited to, Customer's obligations under programs administered by OFAC and FinCEN.
- (ii) The origination of an outbound IAT Entry is in compliance with the laws and payment system rules of the receiving country.
- (iii) In the case of an IAT Entry to a non-consumer account, Customer has an agreement with the Receiver whereby the Receiver has agreed to be bound by the Rules.

IAT Entries may be processed by Bank through a correspondent bank. Bank assumes no liability for delays, non-delivery, late returns or other events resulting from processing delays by the correspondent bank or for other causes beyond Bank's control. Cancellation or amendment of an IAT Entry involving non-US dollar currency is subject to any rate exchange loss as determined by Bank. Customer agrees to sell any canceled or amended Entry to Bank at the then current applicable foreign currency buy rate.

b. Remittance Transfer Provider. If Customer is at any time classified as a Remittance Transfer Provider under Regulation E, Customer represents, warrants and agrees that:

- (i) Customer shall be responsible for performing and complying with the requirements of 12 CFR Part 1005, including, but not limited to, providing disclosures to the consumer (sender), the error resolution procedures, the provision of any remedies to the consumer, and the cancellation and refund of remittance transfers;
- (ii) Bank is acting as an agent and not as a Remittance Transfer Provider when performing activities on behalf of Customer; and
- (iii) Even if Bank is deemed a Remittance Transfer Provider under applicable law, Customer shall take all actions necessary to comply with the obligations of a Remittance Transfer Provider.

Customer agrees to indemnify and hold Bank harmless from and against any and all loss, liability, damage, costs and expenses (including attorneys' fees) that Bank may sustain in reliance on Customer's representations and warranties set forth herein.

20. Third Party Vendors. If Customer initiates Entries through a third party vendor or processor ("Vendor"), Vendor is the agent of Customer and not of Bank. If Customer uses a Vendor, Customer shall be deemed to have authorized Bank to follow the instructions of such Vendor to the same extent and under the same conditions as would apply if the instructions came direct from Customer and Customer shall be responsible for insuring that such Vendor fully complies with the Rules and this Agreement. Bank is not responsible for the acts or omissions of Vendor and Customer agrees to be liable for and hold Bank harmless from, any losses caused by the acts or omissions of Customer's Vendor.

21. Third Party Sender. If Customer is transmitting Entries as a third party vendor or processor on behalf of originators ("Third Party Sender"), Customer agrees to be bound by the applicable terms provided in this Section IV, D and NACHA Rules. Customer warrants to Bank that the originator has agreed to assume the responsibilities of an Originator under NACHA Rules and that ACH Entries shall not be initiated in violation of laws of the United States. Customer represents that it has

executed an ACH agreement with each Originator and that the agreement binds the Originator to the NACHA Rules. Customer shall provide Bank with the list of Originators, copies of the agreements, and other information deemed reasonably necessary to identify the Originators within two (2) Business Days of Bank's request. Bank reserves the right to review the list of Originators for which Customer is transmitting the Entries and to reject any in Bank's sole discretion. As Third Party Sender, Customer agrees to indemnify, defend and hold Bank harmless from and against any and all claims, demands, expenses, losses, liabilities, and damages, including reasonable attorney fees and court costs at trial or on appeal that arise directly or indirectly from the failure of the Originator to perform its obligations as an Originator under NACHA Rules. Customer further agrees to assume all applicable responsibilities, warranties and liabilities of the ODFI, as specified in the NACHA Rules. Customer shall cooperate fully and respond within five (5) Business Days to any inquiry from Bank relating to potential NACHA Rule inquiries or violations.

22. Cash Concentration/Deposit Reporting Services. Customer may request Bank to provide deposit reporting Services based on information provided by the Customer or its designated Agent. Information will be delivered to Bank at the time and location established by Bank. Bank has no responsibility for the accuracy of any information provided by Customer. Customer may authorize Bank to initiate Credit or Debit Entries to accounts designated by Customer at other financial institutions. Bank will initiate such Entries in accordance with agreed procedures. Customer agrees to authorize RDFIs to honor such transactions.

23. ACH Positive Pay Service. ACH Positive Pay Service assists Customer in detecting fraud by electronically matching incoming ACH transactions to authorizations that Customer can create and manage online. If ACH Positive Pay Service is selected by Customer, Customer shall designate the account(s) maintained at Bank that are to be used with the ACH Positive Pay Service ("Account"). Customer shall create authorizations for incoming ACH Credit and/or Debit Entries that it desires to post to the Account. Customer shall be responsible for the accuracy and completeness of all information provided to Bank. Bank will allow incoming Entries that match Customer's authorizations to post to Customer's Account. Incoming ACH transactions that do not match Customer's authorizations will be treated as exception items, and Customer agrees to monitor, review and make payment decisions on the exception items prior to Bank's established deadline. Bank is authorized to return all exception items unless Customer instructs bank to pay one or more exception items prior to the established deadline. Bank shall have no responsibility for any liability, loss or damage resulting from the return of any exception item to the Originator in accordance with this section or Customer's failure to meet Bank's established deadlines. Bank's failure to report a discrepancy will not discharge Customer's obligation with regard to any item, and shall not obligate Bank to return any item if it is otherwise authorized.

E. WIRE TRANSFER SERVICES

1. Introduction.

a. Governing Law. Bank sends outgoing and receives incoming wire transfers through Fedwire (the funds transfer system owned and operated by the Federal Reserve Banks or other provider in accordance with section II.23.A.). All funds transfers are governed by this Agreement, Subpart B of Regulation J of the Federal Reserve Board, OFAC regulations, and all other applicable international, federal, state and local laws and regulations. Customer agrees not to initiate or receive a wire transfer payment order in violation of applicable federal, state or local law.

b. Authorized Users. Customer will designate to Bank in the form required by Bank those individuals authorized to instruct Bank regarding wire transfer Services including without limitation, individuals authorized to initiate payment orders and select advice methods, confirmation methods, and any or all authorizations and instructions that may be requested by Bank. Bank may rely on any such authorization until it has been revoked in writing by Customer. Bank shall have a reasonable time to process any revocation received pursuant to this section.

2. Routing/Time Deadlines. Bank may use any means of transmission, funds transfer system, intermediary bank, clearinghouse or route that Bank reasonably believes is suitable for each outgoing wire transfer. Bank will establish from time to time one or more deadlines after which Bank will not accept an incoming payment order to be processed on the day of receipt. Payment orders received after Bank's established deadline or on any non-Business Day, including any Saturday, Sunday, holiday or any day that Bank's wire department is not open will be considered received on the next Business Day.

3. Payment Orders.

a. Communication. Customer may communicate a payment order to Bank by the means and manner agreed to between the parties.

b. Content of Payment Orders. Customer will supply to Bank any information Bank may reasonably request regarding any payment order initiated by Customer, including, without limitation, money amounts, affected accounts, dates of transfer, the beneficiary's name and account number, the name and routing number or bank identifier code of the beneficiary's financial institution, such additional information as Bank may reasonably request and, if necessary, further evidence of any Agent's authority to transfer funds or to do any other act contemplated by this Service.

c. Execution of Payment Orders. Customer authorizes Bank to execute and charge Customer's account(s) with Bank for payment orders delivered to Bank in accordance with this Agreement. Bank has no obligation to execute a payment order if Customer's account to be charged has insufficient collected and available funds to cover the order.

d. Processing Payment Orders. The order in which Bank processes wire transfer payment orders is determined solely by Bank. Customer does not have the right to reverse, adjust or revoke any payment order after it has been received by Bank, provided, however, that Bank will make a reasonable effort to act on such a request by Customer. With respect to a payment order already transmitted to the beneficiary's financial institution, Bank shall, at Customer's request, request the financial institution to return funds previously transferred. Customer understands that the receiving institution is under no legal obligation to comply with this request.

e. Rejection of Payment Orders. Bank may reject a payment order from Customer if such payment order is not initiated in accordance with the applicable security procedure, if there is any inconsistency between a payment order and information previously supplied to Bank, if Bank is unable to obtain confirmation of such payment order satisfactory to Bank, if there are insufficient collected funds in Customer's specified account to fund the payment order, or if Bank has other reasonable grounds not to honor the payment order. Bank will notify Customer by telephone that it has rejected a payment order. Bank may also reject an incoming payment order if it has reasonable grounds to do so.

f. Standing Payment Orders. If requested by Customer and agreed to by Bank, Customer may initiate a standing payment order, which is one where the Customer pre-programs the beneficiary, the beneficiary's

financial institution, and the accounts to be debited and credited and such information remains constant for subsequent payment orders. Customer shall provide Bank with the necessary information to execute the standing payment order, including, without limitation, the dollar amount to be transferred or the desired peg balance, the frequency of the order and the day of week or month when the payment order is to be executed. Customer may terminate a standing payment order at any time upon receipt by Bank of a written notice. Bank shall have a reasonable time to act on such notice.

g. Batch Wire; Real-Time Wire Interface.

(i) Service Specifications. If requested by Customer and agreed to by Bank, the Batch Wire service and Real-Time Wire Interface service allows Customer to initiate payment orders from its computer to Bank's computer, subject to the provisions of this Agreement. In addition, the Real-Time Wire Interface service allows Customer to receive reports of incoming wire activity. Customer will comply with the relevant interface specifications established by Bank for these services, including, without limitation, file formats, means of data transmission, or establishing a secure connection (the "Specifications"). Bank may furnish Customer with modifications to the Specifications and Customer shall implement such modifications as soon as reasonably practicable.

(ii) Wire Transfer Software, Confidentiality. Customer or its Agent shall be solely responsible for creating the computer programs to implement the Specifications ("Wire Transfer Software"). Customer shall maintain the confidentiality of the Specifications and the Wire Transfer Software and permit access solely to those responsible for supporting the Wire Transfer Software or authorized to initiate payment orders. Customer shall implement passwords and other security devices commensurate with the highest level of security afforded by Customer to other computer programs and confidential information of Customer.

4. Confirmation of Outgoing Wire Transfers.

a. Confirmation Method. Customer and Bank shall agree to the method of confirming payment orders received from Customer. Customer shall designate Authorized Users to confirm payment orders. Bank recommends a minimum of three potential Authorized Users to confirm payment orders and that Authorized Users serve as an initiator or a confirmer, but not both. Notwithstanding Bank's recommendation, if Customer permits an Authorized User to act as both initiator and confirmer, Customer hereby authorizes Bank to process a wire initiated and confirmed by such Authorized User. Customer may add, change or delete the Authorized Users in accordance with Section II.9. of this Agreement. In the event the designated Authorized Users with authority to confirm are not available to confirm a payment order, Customer agrees that Bank may, at its discretion, elect to process the payment order initiated by an Authorized User. Customer agrees to be bound by any such payment order processed by Bank.

b. Waiver of Confirmation. Bank advises Customer not to waive confirmation. If Customer, however, chooses to waive confirmation, Customer agrees to be liable for all outgoing payment orders, except those payment orders where (1) Customer is able to conclusively prove that the unauthorized transfer could not have been prevented by the use of confirmation procedures; (2) Bank is unable to produce any evidence that the unauthorized transfer could have been prevented by the use of confirmation procedures; and (3) Customer is not otherwise liable for the transfer under this Agreement or applicable law. Customer acknowledges that not using confirmation procedures substantially increases Customer's risk of liability for an unauthorized wire transfer.

c. Confirmation of Wire Transfers Initiated through SinglePoint®, Batch Wire, or Real-Time Wire Interface (collectively, the "Customer Initiation Methods"). Customer represents and warrants that the confirmation of payment orders initiated through any of the Customer Initiation Methods shall be verified, initiated and confirmed by Customer prior to receipt by Bank. All payment orders shall be initiated and confirmed in accordance with the security procedures established for the relevant Customer Initiation Method.

5. Advices.

a. Advice Method. Customer will select the type of advice it wishes to receive after Bank receives an incoming wire transfer. If Customer selects telephonic advices, Customer may designate person(s) to be contacted and telephone numbers to be used for advice purposes. Bank shall not be required to make more than one attempt to reach Customer's designated location by telephone. If Bank is able to reach the Customer's designated location, but not Customer's designated Agent, Bank may leave a message containing the information to be conveyed.

b. Advices by Facsimile. If Customer selects advices by facsimile ("fax"), Customer shall exercise extreme care in maintaining its own security in the receipt of fax advices. Customer acknowledges that the information to be received by fax may include confidential information, including, without limitation, names, amounts, phone numbers, originating account information, and the text of incoming wires. Customer further acknowledges that it alone assumes full responsibility for maintenance of its internal security procedures to keep such information confidential. Customer agrees to indemnify, defend and hold Bank harmless against any and all claims, demands, expenses, liabilities and damages, including attorney fees at trial and on any appeal or petition for review, incurred by Bank arising directly or indirectly from the transmission by fax of an incoming wire transfer advice.

c. Waiver of Advice. Customer may waive its right under the Uniform Commercial Code to receive advices by so indicating on the applicable Implementation Documents.

6. International Wire Transfers.

a. General. Wire Transfers across country borders are customarily done by Bank through a correspondent bank. Outgoing US dollar payment orders to selected countries may be converted by Bank or its correspondent to the local beneficiary's currency at the applicable rate in effect at any point in the processing chain, unless Customer has instructed Bank not to convert the currency. Any fee, commission or charges assessed by Bank or the correspondent bank may be passed on to the Customer or deducted from the wire transfer amount by Bank or the correspondent bank, or such costs may be shared or split (that is, allocated to Customer and deducted from the wire transfer amount). Payment to a foreign country is subject to the laws of the foreign country involved. Bank assumes no liability for delays, non-delivery or other events resulting from causes beyond Bank's control. In refunding unexecuted payment orders, Bank shall be liable to Customer only to the extent it receives payment from the correspondent bank processing the transfer. Cancellation of a transfer involving non-US dollar currency is subject to any rate exchange loss as determined by Bank. Customer agrees to sell any canceled payment order to Bank at the then current applicable foreign currency buy rate.

b. Remittance Transfer Provider. If Customer is at any time classified as a Remittance Transfer Provider under Regulation E, Customer represents, warrants and agrees that:

- (i) Customer shall be responsible for performing and complying with the requirements of 12 CFR Part 1005, including, but not limited to, providing disclosures to the consumer (sender), the error resolution procedures, the provision of any remedies to the consumer, and the cancellation and refund of remittance transfers;
- (ii) Bank is acting as an agent and not as a Remittance Transfer Provider when performing activities on behalf of Customer; and
- (iii) Even if Bank is deemed a Remittance Transfer Provider under applicable law, Customer shall take all actions necessary to comply with the obligations of a Remittance Transfer Provider.

Customer agrees to indemnify and hold Bank harmless from and against any and all loss, liability, damage, costs and expenses (including attorneys' fees) that Bank may sustain in reliance on Customer's representations and warranties set forth herein.

7. Reverse Wire Transfers.

a. Authorized Debits. If requested by Customer and agreed to by Bank, Customer authorizes Bank to debit Customer's account(s) with Bank upon receipt of a Fedwire drawdown request, and to send funds to the

Requesting Bank. Each transfer will be done on the Business Day Bank receives the incoming request from the Requesting Bank if the request is received within a reasonable time to determine whether Customer's Account has sufficient available funds and to obtain access to the Federal Reserve network prior to the close of business.

b. Reverse Wire Funding. Customer acknowledges and agrees that Bank may reject any reverse wire request in excess of the collected and available balance. Requesting Bank will be notified if the request is rejected by Bank.

c. Wire Transfer Numbers. Customer's obligation to pay Bank the amount of the funds transfer in the event that the Fedwire message does not identify the same account or financial institution is not excused in such circumstances. When names and numbers are inconsistent, the numbers shall control. With respect to incoming wire transfers that do not indicate an account number recognizable to Bank, Bank may return the wire transfer to the sending financial institution without incurring any liability. Customer does not have the right to reverse, adjust, or revoke any Fedwire message after it is received by Bank; however, Bank will use reasonable efforts to act on such a request by Customer to reverse, adjust or revoke such message before Bank has sent the outgoing wire transfer. With respect to an outgoing wire transfer already transmitted by Bank, Bank shall, at Customer's request, request the receiving financial institution to return funds previously transferred. Customer understands and agrees that the receiving financial institution may or may not comply with any such request.

d. Authorizations. Customer's authorization for reverse wire requests shall remain in effect until Customer gives written notice to Bank. Bank will have a reasonable time to act on any written notice received from Customer.

e. Limitation on Bank's Liability. In consideration of Bank's compliance with this authorization, Customer agrees that Bank's treatment of any charge, and Bank's rights with respect to it, shall be the same as if the entry were initiated personally by Customer. Bank shall have no liability if any charge is dishonored.

8. Additional Limits on Bank's Liability. Bank is responsible only for performing the Services described in this Section. Bank shall not be responsible for the acts or omission of Customer, any Federal Reserve Bank or other financial institution, any transmission or communication, or any other person and no such person shall be deemed to be Bank's agent under this Agreement.

F. DATA TRANSLATION SERVICES

1. Introduction. Bank may provide electronic data integration, custom formatting, or data translation ("Data Translation Services") to electronically streamline the exchange of payments, remittance and other information between Customer and Bank and between Customer and its trading partners. If requested by Customer and agreed to by Bank, Bank will provide Data Translation Services in accordance with this Agreement and other procedures provided to the Customer. Customer agrees that Data Translation Services shall be governed by this Section and all other relevant sections of this Agreement.

2. Scope of Services. Data Translation Services may be used by Customer to initiate and receive payments using multiple payment channels or networks such as checks, wire transfers, ACH, credit card and SWIFT, and to provide and receive business communications such as remittance data, payment data, invoices, confirmations, orders, or other information in Customer's preferred format. In order to obtain Data Translation Services, Customer must maintain an analyzed demand deposit account with Bank.

3. Entry Origination/Processing Dates/Deadlines. Customer may from time to time deliver to Bank requests to format information for payments and/or other data translation via the agreed upon means (collectively, "Data Translation Request(s)"). All Data Translation Requests shall conform to the content, format, deadlines and other specifications that may be established by Bank or a third party software program approved by Bank for use with the Service. Bank may establish different deadlines for Data Translation Requests depending on the method of delivery employed by Customer and all such deadlines are subject to change. Bank must receive Customer's Data Translation Requests at or prior to the deadline established for processing on the Business Day of receipt. Data Translation Requests received after the deadline will be processed on the next Business Day. Customer will be notified if a Data Translation Request is rejected in accordance with procedures established by Bank. Customer represents and warrants that all information in each Data Translation Request delivered to Bank by Customer shall be accurate, timely, authorized and will otherwise comply with all applicable laws, rules and regulations.

4. Content and Transmission of Information. Data Translation Requests are only designed to respond to information provided by Customer. Accordingly, any inaccuracy in any information provided by Customer may result in unintended processing by Bank. Bank bears no responsibility for detecting or reporting any error in data supplied by Customer and shall not be liable to Customer for any information provided by Customer with respect to a Data Translation Request which is inaccurate, incomplete, duplicative, or otherwise incorrect. Customer shall retain data on file adequate to permit Customer to remake each request for at least ten (10) Business Days following the date a file is sent to Bank, and shall provide such data to Bank on request. Customer acknowledges that Bank has no obligation to maintain back-up copies of requests or other information delivered by Customer to Bank. Customer acknowledges that Data Translation Services may involve the transmission of confidential consumer information that may be subject to privacy laws and regulations, including breach notification regulations. Customer agrees to notify Bank if Customer sends or receives protected health information as part of Data Translation Services. If Customer is the recipient of misdirected information, Customer shall immediately notify Bank and return the information to Bank. Customer agrees not to retain, use, copy, distribute or otherwise disclose the information in any manner.

5. Payment Requests. Customer agrees that its requests to initiate payments utilizing Data Translation Services shall be governed by this Section, the sections of this Agreement governing the applicable payment mechanism, and all other applicable laws, rules and regulations governing the relevant payment mechanism. Customer authorizes Bank to execute all electronic and check payment requests ("Payment Requests"), and settle to the Customer's account all Payment Requests, delivered to Bank in compliance with the terms of this Agreement, including the security procedures. Customer is solely responsible for initiating the Payment Requests sufficiently in advance to meet Customer's contractual obligations to its vendors and/or its customers. Bank shall not be responsible for any late payment or finance charges that may result from Customer's failure to allow sufficient lead-time.

a. Electronic Payment Requests. Customer may from time to time request that Bank initiate electronic payments using the ACH network, the credit card network, the SWIFT network, the wire transfer system or other electronic funds transfer system ("Electronic Payment Requests"). Except as may be provided elsewhere, Customer may not amend or revoke Electronic Payment Requests after they have been received by Bank. Customer acknowledges that the rules of NACHA and other electronic funds transfer systems may make any credit provisional until the financial institution crediting the account of the beneficiary specified in an Electronic Payment Request receives final settlement and that if the financial institution does not receive final settlement, it is entitled to a refund and Customer shall be deemed not to have paid the beneficiary. Electronic Payment Requests with settlement dates of more than thirty (30) calendar days from receipt will not be processed unless prior arrangements have been made. Customer authorizes Bank to use whatever means Bank, in good faith, deems reasonable under the circumstances to execute each Electronic Payment Request, including selection of a funds transfer system, routing, and means of transmission.

b. Check Payment Requests. Customer may from time to time request that Bank print checks and related remittance information ("Check Payment Request(s)") and issue and distribute such checks and information. Customer shall designate the account(s) from which Bank is to make payment ("Payment Account") and shall maintain a sufficient balance in the Payment Account to fund its Check Payment Requests. To mitigate against fraud, Bank may require that Customer utilize Bank's Positive Pay Services in conjunction with the Payment Account. Customer agrees that checks drawn in a manner consistent with a Check Payment Request shall be duly authorized to the same extent as a check drawn and signed by Customer and is properly payable by Bank. Customer authorizes Bank to deduct the Payment Account in the amount of the Check Payment Request. If there are insufficient funds in the Payment Account to make a Check Payment Request, Bank may in its sole discretion either refuse to make the payment, or make the payment and overdraw the Payment Account. In either event, Customer shall incur fees as disclosed by Bank in the account agreement and related fee schedules and other disclosures. Customer has no right to reverse, adjust or revoke any Check Payment Request after it has been received by Bank. Bank will, however, make reasonable efforts to act on such a request by Customer. If Check Payment Requests relate to printing checks drawn on another financial institution's account ("Off-Us Checks"), Customer acknowledges that Bank shall not be liable for any fraudulent or unauthorized activity that may arise from the use of such Off-Us Checks. If Check Payment Requests relate to printing payroll checks, Customer acknowledges that Bank shall only print payroll checks and shall not be responsible for any other aspect of payroll processing, including, but not limited to, producing IRS Form W-2s, 1099s, or other payroll-related tax documents. In addition, Customer represents and warrants that it shall not include any social security numbers in the Check Payment Requests for payroll checks and agrees to indemnify and hold Bank harmless if the checks or check stubs are printed with social security numbers.

6. Security Procedures. Customer shall comply with all security procedures established by Bank for Data Translation Services. Customer agrees that all Data Translation Requests that involve the exchange or transmission of banking information shall only use secure transmission options supported by Bank. For some Services, such as ACH, Customer and Bank may establish alternative, comparable security procedures for accessing such Services when Data Translation Services are utilized. Customer is solely responsible for maintaining its own internal security procedures to prevent errors or unauthorized access to Customer's computer systems by unauthorized employees, vendors or customers. Bank has no responsibility for the security procedures employed by Customer's trading partners.

7. File Confirmation Procedures. Customer shall at all times comply with the applicable file confirmation procedures established by Bank. File confirmation procedures utilizing Data Translation Services are solely for the purpose of verifying Bank's receipt of the Payment Requests but not for identifying errors in transmission or content.

a. Control Totals. Customer shall call Bank's Audio Response Unit ("ARU") or send a data file to Bank providing the total items and dollar value of the Payment Requests and any other necessary information ("Control Totals"). After Bank receives Customer's Payment Requests,

Bank will compare the Payment Requests to the Control Totals. If the Control Totals match the Payment Requests, Bank will process the Payment Requests. Bank will not process the Payment Requests if Bank does not receive conforming Control Totals on or before the established delivery deadline. Bank will notify Customer if the Control Totals do not match the Payment Requests, or if Bank receives Payment Requests without receiving Control Totals or vice versa.

b. Payables File Manager. Payables File Manager is an elective Service that allows Customer to confirm that Bank has received Customer's files. Using SinglePoint® or other applications or systems as may be introduced by Bank, Customer may view the status of Data Translation files sent by Customer to Bank. If Customer selects this Service, Customer agrees to promptly and regularly review the status of all files displayed in the Payables File Manager and to notify Bank if any files sent by Customer were not received by Bank. Customer bears sole responsibility for any inaccurate or incomplete information sent to Bank if Customer fails to notify Bank prior to Bank's processing of Customer's files.

G. COURIER SERVICES

1. Introduction. Courier Services are offered by Bank for Customers who require ground transportation for the pick-up, transportation and delivery of non-cash banking transactions to Bank locations other than a cash vault. Bank has selected a third party courier ("Courier") to provide the transportation Services on Customer's behalf.

2. Deposit Contents. Customer acknowledges that the Courier Services is not an armored delivery service and agrees to tender check-only deposits to the Courier. Customer agrees that it shall not deposit any currency, securities, documents or other items which cannot be reconstructed or duplicated. Any deposits of cash using this Service shall be at Customer's peril and Customer agrees to assume any and all risk of loss associated with tendering cash deposits.

3. Courier as Agent of Customer. Customer acknowledges and agrees that the Courier is the Agent of Customer and not of Bank. Until Bank actually receives a delivery in accordance with section 7 below, Bank assumes no risk of loss or theft by third parties or employees of the Customer or the Courier. Bank makes no representation or warranty regarding, and assumes no responsibility with respect to, any services performed or promised by the Courier. The Courier maintains ultimate responsibility for scheduling, movement and routing.

4. Packaging. Customer agrees to tender deposits to the Courier using an undamaged and properly fastened bag. Customer shall prepare in duplicate, deposit tickets that list the deposit contents, the total dollar amount of the deposits, and the account or accounts of Customer at Bank to which the checks shall be deposited. Customer agrees to place the original deposit ticket in the bag, and to retain the duplicate ticket.

5. Reconstruction. Customer agrees to maintain a complete and accurate reconstructible deposit listing of each deposit given to the Courier. Customer agrees to reasonably and promptly cooperate with Bank and/or the Courier in the notification, identification and replacement of any damaged, lost or destroyed deposit items. Such cooperation shall include reasonable requests by Customer to the makers of the checks to issue duplicates for the damaged, lost or destroyed items. Customer shall notify Bank of any damaged, lost or destroyed items no later than sixty (60) days following the day the items were delivered to the Courier. Bank shall have no obligation to research any damaged, lost or destroyed items if Customer fails to notify Bank within the prescribed time.

6. Processing. Bank is authorized to open the bag and to process the contents in accordance with Bank's normal procedures and any applicable availability schedules. All deposits shall be subject to verification and adjustment by Bank. Bank's verification shall be deemed correct and binding upon Customer absent manifest error. If Bank discovers a discrepancy between the contents of the bag and the deposit ticket, Customer hereby authorizes Bank to process and deposit the contents, and to complete an adjustment ticket, which will be mailed or delivered to Customer.

7. Actual Receipt Required. Bank is not liable for any losses, damage or destruction of items that occur while in the custody of the Courier. Bank shall not be considered as an insurer of any deposits placed with the Courier until such time the deposits are received and acknowledged by Bank. Deposits delivered to the Courier are not considered received by Bank until they are actually delivered to Bank's processing center.

8. Delivery of Deposits. Deposits delivered by the Courier after Bank's deadline for the receipt of deposits, may, at Bank's discretion, be held and credited to the Customer's account the next Business Day. Courier Service deliveries on Saturdays, Sundays and on days recognized as bank holidays (when available), shall be held and credited to the Customer's account the next Business Day.

H. CASH VAULT SERVICES

1. Introduction. The Terms "cash", "coin" and "currency" as used herein shall refer to coin and currency of the United States, and certain foreign currencies accepted by Bank.

2. Foreign currency. Customer shall not deposit any foreign currency unless Customer has obtained Bank's prior approval. Bank reserves the right, in its sole discretion, to impose restrictions on, or discontinue acceptance of, foreign currency deposits. Sections H.5 and H.8 below do not apply to foreign currency processing. Foreign coin shall not be accepted for deposit by Bank under any circumstances.

3. Account. All deposits of coin, currency, and checks will be credited to, and all withdrawals of coin, currency, and checks will be debited against, Customer's deposit account at Bank (the "Account") which Customer has designated as being covered by the Services described herein. Customer agrees that it shall not deposit any items, instructions or objects other than coin, currency, and checks as outlined in this Agreement, and agrees to assume any and all risk of loss associated with tendering items not specified herein.

4. Deposits.

a. Customer shall supply and maintain tamper evident disposable plastic bags used for deposits. Plastic bags shall be sealed according to manufacturers' instructions and addressed to the appropriate secured facility specified by Bank. Customer will prepare deposits as follows: (i) currency will be batched separately from checks with each currency and check batch accompanied by a deposit ticket fully completed by Customer; (ii) currency will be banded with 100 notes of the same denomination whenever possible; (iii) deposits will be delivered by Customer's certified armored carrier to the secured facility specified by Bank; and (iv) to receive same day credit, deposits must be made prior to the daily deadline established by Bank from time to time, and any deposits received by Bank after its deadline may be considered to have been received on the next Business Day. Foreign currency deposits do not qualify for same day credit and are subject to Bank's prevailing exchange rates.

b. Bank will process Customer's deposits as follows: (i) deposits will be receipted and conditional (subject to verification) credit assigned based on the amount identified on the deposit ticket; (ii) deposit tickets that are missing, blank or do not contain legible "declared balances are subject to delayed ledger credit of one Business Day; and (iii) coins and currency will be counted and Bank's count will be the valid and controlling count.

c. For U.S. currency, if there is a coin and currency variance of more than USD 10 from the declared balance on Customer's deposit ticket, Bank shall adjust Customer's coin and currency deposits through a separate debit or credit to Customer's account. Any such adjustment shall not be reflected on Customer's deposit ticket. Deposit tickets containing a declared total that includes check deposits, may require a separate and additional adjustment for any variances to Customer's check deposits. If there is a coin and currency variance of USD 10 or less from the declared balance on Customer's deposit ticket, Bank shall not make any adjustment to Customer's currency and coin deposits, and shall credit Customer's account based on Customer's declared balance. Upon request, Bank will provide Customer with any available information that may assist Customer in reconciliation of the difference.

d. Deposited items are deemed received on the day of delivery if Bank receives the deposit prior to Bank's established deadlines. Deposits will be processed in accordance with normal Bank procedure and any applicable availability schedules. All deposits made by Customer shall be subject to verification and adjustment by Bank. Bank's verification shall be deemed correct and binding upon Customer for all purposes, absent manifest error.

e. If Customer chooses to pre-encode its checks or other items for deposit, Customer agrees to comply with the pre-encoded deposit procedures and specifications as may be established and revised by Bank. Customer shall be responsible for any of its encoding errors. Bank may treat certain deposits as unencoded deposits if there is an unacceptable rate of encoding errors.

5. Withdrawals.

a. Bank may provide Customer with United States currency and coin in designated denominations from time to time as requested by Customer through the Bank's automated ordering system ("Cash Orders"). Customer must comply with all of Bank's policies and procedures regarding the placement and delivery of Cash Orders, including, without limitation, the maintenance of a designated password. Customer shall be responsible for maintaining the confidentiality of Customer's password and restricting access to the system to authorized Agents. All Cash Orders will be charged to the account designated by Customer and must be picked up by Customer's Agent or sent by registered mail to a street address. Only armored couriers may pick up Cash Orders directly from a cash vault operated by Bank. Bank may release any Cash Order to any individual that Bank reasonably believes to be Customer's Agent. Customer shall be responsible for any Cash Order after receipt thereof by the Agent. Bank may specify a daily Cash Order limit and Customer agrees that it will not initiate a Cash Order in excess of the designated limit. In no event shall Customer initiate a Cash Order in excess of the immediately available funds in the designated account.

b. Customer may order currency and coin from Bank as follows:

- (i) The preferred order for currency is in standard full strap (100 banknotes) quantities only.
- (ii) Coin may be ordered in standard full box units (50 rolls), individual rolls or loose standard bags only.
- (iii) A charge for the face value of the monies ordered will be made to the Account on the day the order is processed by Bank.
- (iv) Orders for coin and currency may be placed no later than the deadline established by Bank from time to time for delivery on the next Business Day. Depending on Customer's location, select cash vault sites may require a minimum two-day lead time or more for coin and currency orders.
- (v) Bank must be notified of any discrepancies pertaining to coin or currency orders within two Business Days of receipt by Customer of such coin or currency. Customer must return documentation to back-up outages such as plastic change order bag, currency strap, coin wrapper and/or box.

6. Processing. Bank will provide processing on all days Monday through Friday, except for holidays on which Bank is closed. Cash Vault Services using third party vendor applications with time stamp data are for informational purposes only and may not reflect actual timing of receipt, posting or verification of Customer's deposits by Bank. Bank shall not be liable for any inaccurate or incomplete information with respect to such time stamp data provided to Customer.

7. Carrier Service. Any carrier service utilized to deliver or secure coin, currency or other property to or from Bank, including, without limitation, the United States Postal Service, will act as the agent of Customer and not of Bank. Customer and carrier shall agree upon the delivery days and times. Customer will bear the entire risk of loss of coins, currency or other property of Customer when in the custody or control of Customer's carrier service.

8. Remote Cash Deposit. The Remote Cash Deposit Service allows Customer to contract directly with one or more armored carriers to utilize a "smart" safe at one or more Customer locations that will enable Customer to receive Bank-offered provisional credit for the currency residing in each safe. If this Service is selected by Customer and agreed to by Bank, the armored carrier is responsible for providing on-going maintenance for the safe, currency pickups, and delivery of the currency to Bank. Bank shall not be responsible for the safe or any aspect of the Service provided by Customer's armored carrier. Prior to Bank's established cut-off time, the armored carrier will provide Bank with an electronic presentment file of the currency amount at each safe location. Bank will post to Customer's Account the credits, debits or adjustments in the presentment files sent by the armored carrier. Bank shall provide provisional credit only for the declared values in the presentment file that were verified and accepted by the safe's currency acceptor. All coin, check, mutilated currency, or other similar items shall not be deposited in the safe, shall be handled by Customer as a separate deposit and will not be given provisional credit under the Remote Cash Deposit Service.

Customer must deliver the physical currency to Bank within applicable timeframes that are dependent on Customer's pickup frequency, which in no event shall be greater than fifteen calendar days after Customer receives the provisional credit. Any physical currency not received by Bank within the applicable timeframes will be debited from Customer's Account without further notice. Bank shall charge Customer's Account for any counterfeit currency deposited in the safe. Customer agrees to indemnify, defend and hold Bank harmless from and against any and all claims, demands, expenses, losses, liabilities and damages of any nature whatsoever, including, without limitation, reasonable attorney fees and court costs at trial or appeal arising directly or indirectly from Customer's failure to maintain sufficient funds in its Account to cover any obligations incurred hereunder. Customer acknowledges and agrees that all items deposited in the safe, including, but not limited to, all coin, currency, checks, securities, bonds, and other valuables (without limitation, "Safe Contents") are held in trust solely for the benefit of Bank. Customer has no right, title and interest in the Safe Contents after they are deposited in the safe and that Customer has no present ability and will not have the future ability to remove the Safe Contents from the safe. Customer further acknowledges and agrees that the provisions contained herein are enforceable against it regardless of whether Customer owns or leases the safe located at any Customer location.

9. Representations. Customer represents and warrants to Bank that (a) all funds deposited with Bank will be the proceeds of, and all funds ordered and withdrawn from Bank will be intended for use in, Customer's lawful activities and (b) all of Customer's transactions hereunder will be conducted solely on Customer's behalf and not on behalf of any other person or entity.

10. Regulatory Compliance. Customer shall provide Bank immediately upon request with any information, and otherwise shall cooperate with Bank in every way necessary in order to enable Bank to fulfill its obligations with respect to the reporting of transactions in coin and currency or any other regulatory requirement.

11. Agents. Bank from time to time may use a third party or agent to receive Customer's deposits, to deliver Customer's coin and currency orders, or to perform any other Services of Bank hereunder. Bank will provide Customer with all necessary instructions for contact with such third party or agent. Customer agrees to implement and properly use any and all other security procedures prescribed or recommended by any third party or agent providing this Service on Bank's behalf and agrees to hold Bank harmless from any claims or losses arising from Customer's failure to implement and properly use any security procedures prescribed or recommended by such third party or agent. If Customer uses its own agent or vendor to provide a specific service for Customer, Customer agrees Bank shall not be liable for the actions of such agent or vendor.

12. Use of and Access to Cash Vault Services. Customer acknowledges and agrees that Cash Vault Services are to be used exclusively for its benefit and, absent prior written approval by Bank, Customer will not permit third parties, including non-Customers or other Agents of Customer (excluding approved armored car carriers or agents making cash deposits into a Customer's account at Bank and agents ordering cash on behalf of a Customer), from accessing or otherwise using any Cash Vault Services offered by Bank.

I. U.S. BANK EASYTAXSM SERVICES

1. Authorization; Enrollment. If the EasyTax Service is requested by Customer and agreed to by Bank, Bank will electronically enroll Customer in the Electronic Federal Tax Payment System (EFTPS) if Customer desires to make federal tax payments via EFTPS. Electronic enrollment will allow Bank to process Customer's tax payments in compliance with EFTPS through Bank's tax payment system only. If Customer chooses to pay federal taxes by any other means, payments may not be EFTPS compliant. Customer understands that Bank's EFTPS enrollment form 8655 does not replace the EFTPS form 9779, which is sent to mandated companies by the Internal Revenue Service. Customer may also make state tax payments using EasyTax. Customer agrees that the EasyTax Service shall be governed by this Section and all other relevant sections of this Agreement.

2. Submission of Information. Customer shall furnish Bank with complete and accurate master file information which shall enable Bank to file tax deposits via ACH with the appropriate tax authorities in a timely manner. The Service provided by Bank hereunder shall be based solely upon the information furnished by Customer to Bank. Accordingly, any inaccuracy in any information provided by Customer may result in unintended processing by Bank. Customer bears sole and exclusive responsibility to verify that the information provided to Bank is complete and accurate. Bank bears no responsibility for detecting or reporting any error in data supplied by Customer and shall not be liable to Customer for any information provided by Customer with respect to information that is inaccurate, incomplete or otherwise incorrect. The Service provided hereunder does not relieve Customer of any duty imposed on Customer by law to maintain records or from verifying and, if necessary, immediately correcting in writing all data received from Bank relating to the Service. Customer agrees to be bound by any instructions, whether or not authorized, issued in its name and accepted by Bank in accordance with the agreed procedures. Customer shall indemnify and hold Bank harmless from and against all liability, loss and damage (including attorneys' fees and other costs incurred in connection therewith) arising out of the use of information provided by Customer.

3. Requests for Payment. Requests for payment to tax authorities must be made in accordance with instructions which Bank shall provide Customer, which may be amended by Bank from time to time at its discretion, and will be considered complete only if actually received by Bank. All tax deposits must be initiated at least one Business Day in advance of the due date, otherwise deposits may be subject to federal or state penalties. Any request by Customer to make tax deposits hereunder shall be submitted to Bank prior to the daily cut-off time established by Bank from time to time. Any such request received by Bank after its daily cut-off time may be processed on the next Business Day. In the event that an ACH Entry is rejected or returned by an ACH processor for any reason whatsoever, Bank will give Customer notice of any rejected or returned ACH Entry in the usual manner agreed to by the parties. Bank shall have no liability for any delay caused by strikes, telephone failure, equipment or electrical failure, or any other condition beyond the reasonable control of Bank.

4. Receipt of Funds. Funds received by Bank from Customer shall be held as a deposit liability of Bank to Customer until such time as such funds are due and paid to the appropriate tax authorities. Customer is not entitled to interest on such funds and Bank may invest such funds solely for Bank's benefit.

5. Account. Customer shall maintain with Bank a commercial demand deposit account in which Customer shall maintain immediately available funds in an amount sufficient to cover all tax deposits and fees charged by Bank for the Service hereunder. Failure by Customer to maintain such funds shall relieve Bank from providing such Service, notwithstanding any request by Customer to provide the Service.

6. Liability. Bank shall not be liable for any penalties assessed by reason of failure of Customer to make any tax payments. Interruption of the Service or performance hereunder for any reason shall not relieve Customer of its obligation to make any required tax deposits, and Bank shall not incur any liability to Customer for Customer's failure to make any such deposit. If Customer elects to make a tax deposit by any means other than through Bank, Bank shall not be liable for any penalties or interest arising from any error in due date or other calculations for deposits made within the period in which such other

deposit was made. Bank may choose to provide its EasyTax Service through a third-party vendor. Bank and its third party vendor's liability to Customer is limited to correcting any error made by the Bank or third-party vendor. The sole and exclusive remedy, at law or in equity, against Bank or third party vendor is limited to money damages in an amount not to exceed the total amount paid to Bank for EasyTax fees during the twelve (12) months preceding the event giving rise to the liability. Neither Bank nor third party vendor will be liable for special, incidental, or consequential damages. Customer acknowledges that the EasyTax Service would not be available or would be available at substantially increased rates without the liability and remedy limitations set forth in this agreement.

7. Codes. Customer shall keep confidential the Access and PIN codes issued to Customer in connection with the Service, and only Customer shall use such codes. If Customer suspects that any such codes have become known or otherwise accessed by unauthorized persons, Customer shall notify Bank immediately and follow up such notice with written confirmation. The occurrence of unauthorized access will not affect any deposits made in good faith by Bank before Bank has received such notification and had a reasonable time to act to prevent any unauthorized deposits.

J. PAPER-BASED DISBURSEMENT SERVICES

1. Controlled Disbursement.

a. Disbursement Account. If requested by Customer and agreed to by Bank, Customer will open and maintain a demand deposit account ("Disbursement Account") and a primary funding account ("Funding Account") at Bank. The disbursing bank may be a financial institution that is a subsidiary or affiliate of Bank or Bank itself. Bank reserves the right to require Customer to use Bank's Positive Pay Services in conjunction with the use of Disbursement Account(s). Customer hereby authorizes and directs Bank to act on its behalf and as its agent, as Bank in its sole discretion deems necessary or advisable, in performing any of the Controlled Disbursement Services and related Services.

b. Funding Procedures. On each Business Day, Bank shall electronically provide Customer with a report of the total aggregate amount of all presented disbursement checks, and ACH transactions posted in the early morning ACH window, net of the prior day adjustment and other charges to the Disbursement Account (the "Total Clearings"). Customer agrees to maintain sufficient collected balances in the Funding Account by the established deadline to fund the Total Clearings. Bank is hereby authorized to debit the Funding Account in an amount equal to the actual or estimated Total Clearings and to transfer funds in said amount for credit to the Disbursement Account. Bank reserves the right to convert the Disbursement Account into a standard prepaid checking account at any time upon notice to Customer.

c. Adjustments. Bank will compare the report of electronic presentments to the checks presented against the Disbursement Account. If the total dollar amount of checks electronically reported is less than the total dollar amount of checks presented, Bank will credit the Disbursement Account for the difference. Bank will add this difference to Customer's Total Clearings the next Business Day.

d. Daily Dollar Limit. A daily dollar limit (the "Dollar Limit") may be established from time to time by Bank with respect to the Disbursement Account in Bank's sole discretion. Bank shall have no obligation to pay disbursement checks and ACH transactions (collectively, "Items") in excess of the Dollar Limit. Bank may, at any time, either verbally or in writing (but shall not be deemed obligated to) notify Customer of any change made by Bank in the Dollar Limit. Establishment of the Dollar Limit should not be interpreted or construed by Customer as any commitment or agreement by Bank to provide any credit or loans to Customer, nor as an agreement or commitment to debit the Funding Account when doing so would create a negative balance therein.

e. Special Circumstances. Customer acknowledges that Bank, under some circumstances beyond its control, may at times be unable to provide a report of the total amount of its Total Clearings early enough for Customer to make a complete and acceptable funding of the accounts. Customer nevertheless agrees to fund the Funding Account completely by using an estimate of the Total Clearings.

f. Action Affecting Accounts. Should Bank receive any process, summons, order, injunction, execution, levy, lien, garnishment, or adverse claim notice (either by a governmental authority or third party) (hereinafter referred to as "Process"), which Bank reasonably believes will adversely affect the Funding Account or the Disbursement Account, Bank may, at its option and without liability, refuse to honor orders to pay or withdraw sums from any Disbursement Account and may either hold the Funding Account balance herein until such Process is disposed of to the satisfaction of Bank or pay the balance over to the source of the Process in accordance with applicable law.

g. Return of Items Unpaid. Bank reserves the right, in Bank's sole discretion, to return unpaid any or all Items presented for payment against the Disbursement Account in the event that:

- (i) there are insufficient collected and available balances on deposit in the Funding Account by the established deadline to fund the Total Clearings;
- (ii) debits cannot be posted because the Disbursement Account or Funding Account is frozen, blocked, closed or because of any other condition; or

- (iii) any communications failure or other condition prevents Bank from monitoring Customer's Dollar Limit and/or the Items presented for payment.

h. Stop Payment Orders. Customer may issue stop payment orders on Items drawn on the Disbursement Account in accordance with Bank's procedures.

2. Warrant Services

a. Warrant Account. If requested by Customer and agreed to by Bank, Customer shall open and maintain a demand deposit account upon which warrants shall be drawn and will be charged (the "Warrant Account"). Customer shall maintain on deposit sufficient collected and available balances to cover items drawn on the Warrant Account.

b. Warrant Format. All warrants shall contain on the face of the item the words "warrant," and "payable through U.S. Bank." Customer will also encode all warrants in accordance with Bank specifications. Customer agrees to immediately make any changes to the format of the warrants or encoding when requested to do so by Bank and will be solely responsible for its failure or refusal to comply with Bank's specifications. Any warrant drawn by Customer on the Warrant Account shall be treated by Bank as a warrant regardless of what appears on the face of the warrant and Customer shall hold Bank harmless as a result of so handling any such item.

c. Presentment and Return. Bank shall make warrants presented to Bank available to Customer via electronic presentment. Bank shall notify Customer by electronic means of the account number, warrant number and dollar amount of all presented warrants and provide Customer with a front and back image of each warrant received by Bank. Bank's delivery of the images shall constitute an electronic presentment under the Uniform Commercial Code, Federal Regulation CC and other applicable laws. Warrant Services are additionally subject to the Reverse Positive Pay terms contained elsewhere in this Agreement. Customer shall notify Bank of each warrant that should be returned in the form agreed to by Bank and Customer. If Customer does not specifically decline payment of a warrant by the deadline established by Bank, such warrant will be finally paid by Bank. Customer acknowledges that warrants payable through Bank are considered to be drawn on Bank for purposes of the expeditious return and notice-of-nonpayment requirements of subpart C of Regulation CC of the Federal Reserve Board. If Bank agrees to return a warrant following Bank's deadline, Customer agrees to be responsible for Bank's failure to return the warrant in an expeditious manner as prescribed in Regulation CC. Bank shall be deemed to have made timely presentment to Customer with respect to any warrants that Bank receives at a time when it is prevented from making presentment to Customer as a result of any force majeure event illustrated in Section II. 22.

d. Examination of Warrants. Bank shall have no responsibility to examine warrants prior to presentment to Customer for its payment decision. Bank will take ordinary care to see that the amount of each warrant as drawn is accurately posted to Customer's account. Bank will not make any attempt to verify signatures, endorsements or restrictive clauses on warrants. Bank will not examine the dates on which warrants have been drawn for undated, stale or post-dated items. Bank shall have no responsibility for any liability, loss or damage resulting from (i) a payment in accordance with this Section of any warrant that is altered or unsigned or that bears the forged or unauthorized signature of Customer or (ii) return of any check to the depository bank in accordance with this Section.

e. Encashment of Warrants. Unless otherwise instructed by Customer, Bank is authorized to pay warrants issued by Customer that are presented for encashment by payees. Bank will not be liable for the encashment of any warrant which contains, or is purported to contain, a forged signature of a maker or endorser, or any other unauthorized modification, as long as Bank exercises ordinary care in cashing the warrant.

K. POSITIVE PAY SERVICES

1. Introduction. Positive Pay Services are offered by Bank as the most effective way to minimize loss from fraudulent check issuance or payment. If Positive Pay Services are requested by Customer and agreed to by Bank, Customer and Bank agree that in the event of an inconsistency between this Agreement and applicable law, the provisions of this Agreement shall prevail to the extent permitted. Nothing in this Agreement is intended to limit Bank's right to return an item unpaid if there are insufficient available funds in the designated account.

2. Format Specifications. Customer shall comply at all times with Bank's format and data transmission standards for the Positive Pay Service. Customer agrees to issue checks, drafts, warrants or other items (collectively, "Items") in accordance with Bank's specifications and will change the Item format when requested to do so by Bank. Bank shall not be responsible for correcting or resolving processing problems caused by substandard quality magnetic encoding.

3. Positive Pay.

a. Customer Responsibilities. Customer shall designate to Bank all account(s) that are to be used with the Positive Pay Service ("Positive Pay Account(s)"). Customer will provide Bank with a file of all outstanding Items prior to activation of this Service. On each day that an Item is written against the Positive Pay Account, Customer shall supply Bank with all required Item issue information prior to the deadline established by Bank. Such information shall include, without limitation, the account number, the issue date, the Item number and the face amount. Customer shall be responsible for the accuracy and completeness of all information provided to Bank.

b. Bank's Responsibilities. In reliance on the information provided by Customer, Bank shall create a master issue file for each designated Positive Pay Account ("Issue File"). If ARP File Confirmation Service is selected by Customer, Bank shall process the Issue File and provide a confirmation to Customer that the Issue File was received and processed. Excluding valid stop payment orders and issue records voided by Customer request, all Items, including those that have been electronically converted, that match by Item number and dollar amount to Bank's Issue File will be deemed properly payable and Bank is authorized to pay all such Items.

c. Paid No Issues. Each Business Day, Bank shall make reasonable efforts to report to Customer any Item serial numbers that do not match the Issue File ("Paid No Issue") and, if requested and available, provide the front and back images of those Items for that day's presentment; provided, however, no images shall be provided in the case of electronically converted Items. Customer agrees to review and make payment decisions on the Paid No Issue Items prior to Bank's established deadline. If Customer selects the Positive Pay Same Day service for controlled disbursement accounts, Customer shall receive and may make payment decisions on Paid No Issue Items prior to the Items posting to the controlled disbursement accounts, or defer payment decisions until the established deadline on the next Business Day. If Customer's requested default setup is for Bank to pay all Paid No Issue Items, Bank is authorized to finally pay any Paid No Issue Item unless Customer has instructed Bank to return the Paid No Issue Item prior to the established deadline. If Customer's requested default setup is for Bank to return all Paid No Issue Items, Bank is authorized to return any Paid No Issue Item unless Customer instructs bank to pay a Paid No Issue Item prior to the established deadline. Bank may rely on any instructions received from Customer that Bank reasonably believes to be genuine. Bank shall have no responsibility for any liability, loss or damage resulting from:

- (i) payment in accordance with this section of any Paid No Issue Item that is altered or unsigned or which bears the forged or unauthorized signature of Customer;
- (ii) the return of any Paid No Issue Item to the depository bank in accordance with this section; or
- (iii) Customer's failure to meet Bank's established deadlines. Customer may be required to place a stop payment order on any returned Paid No Issue Item, which shall be subject to Bank's customary stop payment fee. Bank's failure to report a discrepancy will not discharge Customer's obligation with regard

to any Item, and shall not obligate Bank to return any Item if it is otherwise properly payable.

d. Teller Positive Pay. All Positive Pay Accounts will interface with the Bank's teller system unless otherwise agreed to by Bank. Bank will compare Items presented for cash at a branch of the Bank with Customer's Issue File. Customer acknowledges that under some circumstances issuance information submitted by Customer may not be reflected in Customer's Issue File until the opening of the following Business Day. Customer agrees to follow Bank's established procedures should it need to manually add an Item to the Issue File. Bank will make reasonable efforts to assist Customer, but Customer acknowledges that Bank may be unable to process such requests on a same-day basis. If a special handling process for teller-cashed items is selected by Customer and agreed to by Bank, Bank shall attempt to contact Customer for approval prior to the encashment of any item that does not appear in the Issue File. Customer agrees that Bank, in its sole discretion, may refuse to cash any Paid No Issue Item and such refusal will not be deemed to be a wrongful dishonor. In the event of dishonor, Bank will refer the presenter to Customer. In the event that Customer requests Bank not activate or temporarily deactivate teller positive pay, Customer agrees to assume all risk of loss for any Bank teller-cashed Item that would have been identified as a Paid No Issue Item prior to acceptance.

e. Payee Positive Pay. If Customer selects this option which is available only through SinglePoint®, Customer's Item stock may first be tested to ensure it meets Bank's payee name readability rate. Customer shall designate to Bank all Positive Pay Accounts that shall use Payee Positive Pay. In addition to the Issue File information provided by Customer for the Positive Pay Service, Customer shall include in the Issue File the payee name(s) for each Item issued by Customer. Customer shall be responsible for the accuracy and completeness of the payee information provided to Bank. In reliance on the payee information provided by Customer, Bank will compare the payee information on the Item with Customer's Issue File for Items presented or deposited at Bank. Customer acknowledges that Bank will not be able to validate payee information for electronically converted Items presented to Bank for payment. Bank may, in its sole discretion, impose variable parameters for which the payee information will not be reviewed for certain Items processed through the back office. If such parameters are imposed, Bank agrees to assume the risk of loss for an Item that would have been identified as a Paid No Issue solely on the basis of the payee information.

f. Teller Payee Positive Pay. All Positive Pay Accounts will interface with the Bank's teller system unless otherwise agreed to by Bank. In addition to the Issue File information provided by Customer for the Positive Pay Service, Customer shall include in the Issue File the payee name(s) for each Item issued by Customer. Customer shall be responsible for the accuracy and completeness of the payee information provided to Bank. In reliance on the payee information provided by Customer, Bank will compare the payee information on the Item presented for encashment at a Bank teller line with Customer's Issue File. Customer acknowledges that under some circumstances issuance information submitted by Customer may not be reflected in Customer's Issue File until the opening of the following Business Day. Customer agrees to follow Bank's established procedures should it need to manually add an Item to the Issue File. Bank will make reasonable efforts to assist Customer, but Customer acknowledges that Bank may be unable to process such requests on a same-day basis. If a special handling process for teller-cashed items is selected by Customer and agreed to by Bank, Bank shall attempt to contact Customer for approval prior to the encashment of any item that does not appear in the Issue File. Customer agrees that Bank, in its sole discretion, may refuse to cash any Paid No Issue Item, including where the payee name is not an exact match and such refusal will not be deemed to be a wrongful dishonor. In the event of dishonor, Bank will refer the presenter to Customer.

4. Reverse Positive Pay.

a. The Paid File. Customer shall identify all accounts subject to Reverse Positive Pay ("Reverse Positive Pay Account"). When an Item is presented for payment against an identified Reverse Positive Pay Account, Bank shall notify Customer prior to the designated time, and in no case later than the Business Day following the day of presentment, of

the Reverse Positive Pay Account number, Item number and amount of the presented Item (the "Paid File") and, if requested and available, shall provide Customer with the front and back images of the Items. By electing Reverse Positive Pay, Customer assumes all fraudulent and other risks associated with teller-cashed Items unless Customer provides standing instructions to Bank to disallow encashment at the teller line.

b. Payment Instructions. Customer shall compare the information provided by Bank with Customer's Item issuance records. Customer shall notify Bank prior to the deadline established by Bank of Customer's decision on any reported Items that should be dishonored. Bank may rely on any instructions received from Customer that it reasonably believes to be genuine. Bank is authorized to finally pay any Item listed on the Paid File unless the Customer instructs Bank to return the Item prior to the established deadline. Bank shall have no responsibility for any liability, loss or damage resulting from (i) a payment in accordance with this section of any Item that is altered or unsigned or which bears the forged or unauthorized signature of Customer or (ii) return of any Item to the depository bank in accordance with this section. Bank reserves the right to require Customer to place a stop payment order on any Item to be returned. Any such orders will be subject to Bank's customary stop payment fee. Customer shall notify Bank by the designated deadline if the Paid File has not been received from Bank. Bank will make reasonable efforts to provide the Paid File to Customer and honor Customer's instructions. Bank's failure to provide a Paid File will not discharge Customer's obligation with regard to any Item that was otherwise properly payable at the time of presentment.

L. LOCKBOX SERVICES

1. Lockbox Service Requirements. Bank provides wholesale, retail and property management Lockbox Services, as well as E-Lockbox Services to assist customers in expediting receipt of their remittances. Customer will have its customers forward their payments to the location designated by Bank ("Lockbox"). Prior to initiation of any Lockbox Service, Customer must maintain a demand deposit account with Bank associated with the Lockbox Service ("Lockbox Account").

2. Testing; Remittances and Envelopes. Customer shall provide Bank samples of remittances and envelopes for testing and approval prior to using such remittances and envelopes in production. After implementation of Lockbox Services, if there are proposed changes to remittances and envelopes, Customer shall review the proposed changes with Bank and obtain Bank's approval prior to use. Bank may adjust the price for processing Customer's payments if changes are made to Customer's remittances and/or envelopes (including remittance scan line configuration) without such prior approval. Customer agrees not to provide any form of prepaid business reply mail envelopes for use with the Lockbox Services.

3. Access to Mail. Customer authorizes Bank or its agent to pick up mail at the appropriate postal facility, to have custody of the keys or combinations and unrestricted and exclusive access to such box, and to collect the mail therein to be processed by Bank as agreed by the parties. Bank shall process remittances in accordance with its standard procedures or in accordance with prior instructions received from Customer and agreed to by Bank. Upon termination of Customer's Lockbox Service, mail received shall be forwarded for sixty (60) days following termination.

4. Proprietary Rights. Bank possesses all proprietary rights to written material, including, without limitation, all computer programs written for Bank's Lockbox processing system, portable media, listings, and other documentation originated and prepared by Bank. Customer shall not duplicate, sell, or use in any manner such programs or documentation without the prior written consent of Bank.

5. Collections/Availability. Unless otherwise agreed, while Customer receives Lockbox Services, all collected funds held in the Lockbox Account shall be deemed to be Customer's funds for all purposes, including adjustment, attachment, execution, garnishment and other forms of legal process. The crediting and collection of items will be handled under the same agreement as applied to other commercial deposits and shall be subject to Bank's then current funds availability schedule.

6. Transmission of Information. Bank may transmit to Customer remittance information or other information received at the lockbox ("Lockbox Information") via secure electronic transmission. Customer further acknowledges that Bank has a duty to protect Lockbox Information and ensure that it is safely delivered to Customer and that Bank has deemed secure electronic transmissions to be the safest mechanism for delivery. If Customer elects to receive the Lockbox Information using other delivery means including paper reports, Internet delivery, CDs, DVDs, or other portable electronic media, Customer acknowledges that such delivery means are inherently more insecure and agrees to assume all risk, and hold Bank harmless from, any obligations, liability or losses that results from the nonreceipt, disclosure, dissemination, alteration or unauthorized access of the Lockbox Information. If Customer is the recipient of misdirected Lockbox Information, Customer shall immediately notify Bank and return the information to Bank. Customer agrees not to retain, use, copy, distribute or otherwise disclose the information in any manner.

7. Image Delivery Services. Bank shall electronically store check images, check information, remittance information or other information received at the Lockbox in accordance with Bank's record retention schedule. Customer may obtain such images or information via Internet access, CDs, DVDs or file transmission, if available, at the price outlined in the fee schedule. If the images or information are sent via CD or DVD, Customer agrees to verify the contents of the CD or DVD upon receipt and request a replacement, if necessary, within 10 days of receipt. Customer is solely responsible for safeguarding the security and confidentiality of all images and information that is stored on Customer's

computer systems, or printed or downloaded from the Internet, CDs, DVDs, other portable media, or file transmissions.

8. Credit/Debit Card Processing. If Customer desires to provide its customers with the option of making their payments via credit card or non-PIN based debit card, Customer shall first secure approval from a payment transaction processor that Bank is able to support. Credit/debit card processing shall be subject to applicable laws, rules and regulations, and the terms of any other agreement between Customer and the payment transaction processor. Customer acknowledges that Bank is acting on behalf of Customer to merely initiate the authorization of payments at the Lockbox site, and that Bank shall have no responsibility for chargebacks, processing fees, payment disputes or other matters related to the credit/debit card transaction. Bank shall enter the credit/debit card information using its best efforts and if adjustments are subsequently required, Customer shall be responsible for handling all adjustments.

9. Foreign currency-denominated items and items drawn on foreign banks. If Customer desires to have non-US dollar items processed by Bank, or items denominated in US dollars but drawn on a foreign bank, Bank shall handle the items within parameters established by Bank based on amount, the type of currency and other considerations outlined in the Implementation Documents. If the item does not fall within Bank's parameters for processing, Bank shall return the item unprocessed to Customer or forward the item for handling as a foreign cash letter collection. If Bank provides Customer with credit at the US dollar conversion rate in effect, and if the item is subsequently returned by the drawee Bank, Bank shall charge Customer's account for the prevailing exchange rate in effect at the time of the chargeback.

10. Compliance with Applicable Law. If specific lockbox handling requirements are required in order for Customer to comply with law or regulations applicable to Customer (for example, Regulation Z), Customer agrees to immediately notify Bank of any such requirements. If Bank is unable to accommodate Customer's specific requirements, Bank or Customer may immediately terminate the Lockbox Services.

11. Customer Responsibility. With respect to each item received at the Lockbox, Customer shall indemnify and hold Bank harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly: (i) from Customer's breach of a representation or warranty under applicable law, clearinghouse rule, Federal Reserve Operating Circular, or other similar rules or regulations; or (ii) from any other act or omission arising out of Bank's action or inaction taken pursuant to any request by Customer or pursuant to this Agreement. This section 11 shall survive termination of the Agreement.

12. Wholesale Lockbox Processing. Bank offers Wholesale Lockbox Processing services which allows for the processing of primarily business-to-business payments. Bank is authorized to remove and examine the contents of each envelope in accordance with Bank's wholesale lockbox servicing guidelines and shall observe the following guidelines provided in this section. Bank shall capture, format and send remittance data to Customer via information reporting or data transmission in accordance with the Implementation Documents.

a. Check Date. Bank will not examine any checks or other items with respect to check dates.

b. Check Amount. If Bank is unable to determine the amount of a check, such check will be forwarded unprocessed to Customer as an exception.

c. Payee. Checks made payable to the Acceptable Payees listed in the Implementation Documents or any reasonable derivation thereof are acceptable for deposit. Checks made payable to others may be returned by Bank as exceptions. Customer warrants that each Acceptable Payee is either Customer, its affiliate, or an entity that has authorized Customer to act on its behalf for the Services provided herein. If the Acceptable Payee is an affiliate of Customer or an entity which authorized Customer to act on such entity's behalf, Customer represents and warrants that such affiliate or entity has authorized checks payable to it to be credited to the Lockbox Account. Bank may require written authorization from any Acceptable Payee or written evidence that an Acceptable Payee has authorized Customer to act on its behalf. If Customer designates 'Accept

All Payees' in the Implementation Documents and Bank accepts such designation, Bank shall process all checks for credit to the Lockbox Account regardless of the payee name on the check. Such designation may be subject to additional Bank fees. Customer agrees to indemnify and hold Bank harmless for any claims, fines, expenses, and damages that arise out of Bank's processing of checks based on Customer's 'Accept All Payees' designation.

d. Missing Signature. In the absence of a signature, Bank will process the check. Customer agrees to reimburse Bank if the check is subsequently returned.

e. Exceptions. If a check is treated as an exception, it will be forwarded by Bank to Customer with the remittance data, and not deposited or otherwise reflected in the account of Customer.

f. Correspondence. Any correspondence, invoices and miscellaneous enclosures which are included with a payment, as well as any envelope that does not contain a check, will be returned to Customer unless Customer specifies different instructions in the Implementation Documents.

g. Notation. Customer agrees that Bank shall disregard any notation on a check containing "paid in full", "lien waiver" or other restrictive notation, whether preprinted or handwritten, and treat any such check as though such notation did not appear thereon. If Customer instructs Bank not to process checks with restrictive notations, Bank will use its best efforts to detect checks bearing such notations, but Bank shall not be liable to Customer for failure to detect any such notation.

h. Document Order. Bank shall use its best efforts to process documents that are not in logical order, are difficult to identify, or which are received in unorganized large packages.

13. Lockbox Remote Capture Services. Lockbox Remote Capture Services is an optional add-on service to the Wholesale Lockbox Processing service which provides eligible customers the ability to scan and transmit to Bank lockbox payments received at office locations. If Customer is approved for Lockbox Remote Capture Services, Customer agrees that Bank's Lockbox Remote Capture Services shall be governed by this Section L (Lockbox Services) and other relevant sections of this Agreement, including but not limited to, the Electronic Deposit Services section.

14. Retail Lockbox Processing/Property Management Lockbox Processing. Bank offers Retail Lockbox Processing services and Property Management Lockbox Processing services which allow for the automated processing of high volumes of consumer-oriented payments. Bank is authorized to open each envelope and remove the contents, disregarding all notations and other marks on the envelopes. Bank shall not examine checks or other items with respect to payee names, check dates and check signatures. Bank is not required to retain remittance envelopes or forward them to Customer. Bank will disregard any restrictive notation on any check, including but not limited to "paid in full", whether preprinted or handwritten, and shall treat any such check as though such language did not appear thereon. Bank will process, endorse and deposit remittances in accordance with its standard procedures. If Bank is unable to determine the amount of a check, such check will be forwarded to Customer as unprocessable. Bank will deliver miscellaneous enclosures, unprocessable transactions and remittance data in accordance with the Implementation Documents.

15. Retail Lockbox ARC Services. Retail Lockbox ARC Services is an optional add-on service to Retail Lockbox Processing and it provides Customer with the services necessary to convert eligible check payments received within U.S. Bank's retail lockbox into ACH ARC Entries. If Customer selects Retail Lockbox ARC Services, Customer agrees that the Service shall be governed by this Section L (Lockbox Services) and other relevant sections of this Agreement including, but not limited to, the Electronic Deposit Services section. Customer shall adhere to any and all applicable laws, regulations and clearinghouse rules, including but not limited to, obtaining all necessary consents and authorizations from, and/or providing all necessary disclosures to, its customers concerning the conversion of such customers' checks to ACH Entries. Customer is solely responsible for ascertaining the content, method, and frequency of any required authorizations and notifications.

Only original paper checks that qualify as a source document may be converted to an ACH Entry under NACHA Rules. Bank will apply certain automated internal edits and screens to determine whether the original paper check is a source document that qualifies for conversion to an ACH Entry. Customer acknowledges and agrees that Customer is the Originator of such ACH Entries under NACHA Rules regardless of whether Customer or Bank initiates the ACH Entry into the payment system. Bank shall not be liable to Customer for failure to electronically process checks if such processing would violate this Agreement, or any other agreement between Customer and Bank. If an ACH Entry is returned because the original paper check was ineligible as a source document for the ACH Entry, Bank shall use reasonable efforts to collect the check related to the ACH Entry by presenting the original paper check (if not destroyed), the check image, or a substitute check.

16. E-Lockbox. E-Lockbox provides Customer with the ability to receive consumer payments electronically that are initiated via the consumers' home banking portal or through other payment channels offered by third party bill consolidators, including consumer credit counseling agencies.

a. Network. "Network" means the MasterCard Remote Payment and Presentment Service ("RPPS"), a division of MasterCard International, Inc., or other originators of consumer-initiated bill payments. Bank receives payments and remittance data via the Network. Bank will credit payments to Customer's account and electronically transmit the remittance data in Bank's standard or other mutually acceptable format for loading to Customer's accounts receivable system.

b. Customer's Responsibilities. Customer shall provide Bank with all data and specifications necessary for the Network to process payments and for Bank to transmit the remittance data to Customer. Customer agrees to conduct tests that Bank may deem necessary to ensure Customer and Bank are able to process the remittance data. The purchase, installation, testing and maintenance of any and all equipment used to receive and process information from Bank is the responsibility of Customer. As soon as possible, and in any event, no later than 48 hours after Bank transmits the remittance data to Customer, Customer agrees to process all such data and to inform Bank of any incorrect, unidentifiable or unprocessable information (collectively, "Returns").

c. Bank's Responsibilities. Bank shall develop a program to process and transmit remittance data received from the Network in Customer's preferred file format. Bank shall transmit Returns to the Network when Customer provides Bank with the Return information. Bank will credit Customer's account in an amount equal to the payments received and debit Customer's account in an amount equal to any Returns and, if applicable, any Reversals (defined below).

d. Reliance on Network. Customer acknowledges that Bank's ability to process payments and remittances are dependent upon the continued use and support of the Network and third party computers housing the Network and its associated communications network. In the event that access to the Network or its computer communications system is terminated or suspended for any reason, Bank shall not be liable to Customer for any disruptions or failure to provide any part of this Service. Bank assumes no responsibility for the accuracy, timeliness or the completeness of data delivered from the Network to Bank.

e. Optional Reversal Transactions. Reversals are Network-initiated debit messages from payment originators informing of the cancellation of previous transactions. Customer may set debit caps on Reversals to limit the daily debit amount a payment originator may send through the Network. If Customer instructs Bank to accept Reversals, Customer hereby authorizes Bank to debit Customer's account for the amount of the Reversals.

f. Optional Biller Stop Payment. Biller Stop Payment allows Customer to provide Bank with instructions regarding payments that Customer does not want posted to its account. If Customer instructs Bank to stop a payment from posting to its account, Customer hereby authorizes Bank to return the payment through the Network. Payments that are stopped will not be included in Customer's settlement transaction or the remittance data provided to Customer.

M. HEALTHCARE PAYMENT CONSOLIDATOR SERVICES

U.S. Bank Healthcare Payment Consolidator Services enable Customers to electronically receive, post, and reconcile healthcare payments and remittances received from health plans and/or their Agents. Payment Consolidator includes check payments, remittances and correspondence received by Bank or third party vendors in paper form via lockbox as well as electronically. Electronic remittance files are delivered from Bank to Customer at agreed upon schedule. Images are made available via Web site or file transmission. Customer agrees that Payment Consolidator shall be governed by this Section and all other relevant sections of the U.S. Bank Treasury Management Terms and Conditions.

1. Introduction. If Customer selects Payment Consolidator, this service may include but is not limited to, lockbox, Automated Clearinghouse (ACH), image viewing, data translation and file transmission services to assist Customer in expediting and automating receipt of their remittances. Prior to initiation of Payment Consolidator, Customer must maintain a demand deposit account with Bank.

2. Processing, Collections and Availability. Payment Consolidator is available only in certain regional locations where hardware and software have been configured by Bank to accommodate processing. Bank is authorized to examine the checks and remittances received at Customer's designated lockbox in accordance with Bank's lockbox servicing terms and guidelines. Bank, or third party vendors, shall image, capture data, format and send remittance data to Customer via transmission, image viewer, and/or information reporting in accordance with options selected by Customer in the Implementation Documents. The crediting and collection of items will be handled in accordance with other commercial deposits processed by Bank and shall be subject to Bank's then current funds availability schedule.

3. Image Viewing and Storage. Bank, or third party vendors, shall process and store images of paper checks, explanation of benefits statements, correspondence or other enclosures, as well as created images of electronic remittance advices and electronic funds transfers. Bank, or third party vendors, will make images available to Customer for web viewing or via secure transmission as directed in the Implementation Documents. Original paper documents will be securely destroyed on a periodic basis.

4. File Transmission and Data Reporting. Bank will transmit to Customer remittance data according to the agreed upon schedule. Customer may elect to receive data through one or more mechanisms as specified in the Implementation Documents. If Payment Consolidator is terminated, Customer may obtain an FTP transmission or other available format of image information processed at the price outlined in the fee schedule.

5. Accuracy and Timeliness of Information. Performance of Payment Consolidator may be affected by external factors such as communication networks latency, mail delays and other factors beyond Bank's control. Bank will use reasonable efforts to provide Payment Consolidator in a prompt fashion, but shall not be held liable for temporary failure to provide in a timely manner. Information with respect to all transactions is provided solely for Customer's convenience, and Customer shall have no recourse to Bank as to use of such information.

6. Customer Authorizations, Notifications and Responsibility. Customer authorizes Bank to disclose Customer information to third party vendors to the extent required to deliver the requested Payment Consolidator and to debit or credit Customer's accounts to perform the Payment Consolidator hereunder. Customer shall provide Bank with all data and specifications necessary for processing. Customer shall conduct tests that Bank may deem necessary to ensure Customer and Bank are able to exchange files and implement Payment Consolidator. Customer shall adhere to any and all applicable clearinghouse, local, state, or federal laws, rules or regulations. Customer acknowledges that Bank's vendor may perform certain services offshore.

7. Customer Access and Security Procedures. Customer will be bound by any terms of use and any license agreements associated with Payment Consolidator. Customer will use Payment Consolidator in accordance with the procedures established by Bank. Customer will designate one or more System Administrator(s) responsible for setting up and maintaining access available through Payment Consolidator. Customer System Administrator(s) will be responsible for establishing

internal security related to Payment Consolidator, including, without limitation, assigning users, establishing access levels, and establishing authorization requirements. Customer is solely responsible for maintaining a secure work environment to ensure against unauthorized access to Payment Consolidator.

8. Proprietary Rights. Bank, or third party vendors, possess all proprietary rights to written material including without limitation, all computer programs written for Bank's Payment Consolidator, Web sites and other product documentation provided by Bank. Customer shall not duplicate, sell, or use in any manner such programs or documentation without the prior written consent of Bank.

N. COMMERCIAL SWEEP ACCOUNTS – LOAN OPTION

THIS NOTICE IS GIVEN PURSUANT TO APPLICABLE LAW: IN THE UNLIKELY EVENT OF THE BANK FAILURE, THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") WILL ALLOW THE LOAN SWEEP TRANSFER OF EXCESS BALANCES IN CUSTOMER'S DEPOSIT ACCOUNT, ABOVE A PRE-ESTABLISHED THRESHOLD, OUT OF THE DEPOSIT ACCOUNT TO PAY DOWN THE LOAN AT BANK ON THE DAY OF FAILURE. THE REMAINING FUNDS IN THE DEPOSIT ACCOUNT WILL BE DEEMED DEPOSITS UNDER FDIC RULES AND WILL BE INSURED UP TO THE APPLICABLE FDIC LIMITS.

1. Definitions.

- a.** "Account" means Customer's deposit account at Bank which Customer has designated as being covered by the Services described herein.
- b.** "Available Funds" means the total of the collected funds in the Account as of the close of business on any Business Day, determined in accordance with the manner in which Bank generally provides credit for deposited checks.
- c.** "Business Day" means any day other than a Saturday or Sunday on which Bank is open to the public for carrying on substantially all of its banking functions.
- d.** "Credit" means any loan arrangement which is designated as a line of credit where Bank has agreed will be subject to the Services described herein.
- e.** "Credit Agreement" means any loan agreement, promissory note, guaranty or other agreement, instrument or document which evidences, secures or guarantees the Credit.
- f.** "Deficiency Amount" means the amount by which the Target Balance exceeds the amount of Available Funds as of the close of business on any Business Day.
- g.** "Event of Insolvency" means any of the following: (i) Customer or Guarantor shall die or cease to exist; (ii) any Guarantor shall attempt to revoke its guaranty or other obligation to Bank, or such guaranty or other obligation shall become unenforceable in whole or in part; (iii) any bankruptcy, insolvency or receivership proceeding, or any assignment for the benefit of creditors, shall be commenced under any Federal or state law by or against Customer or any Guarantor; (iv) Customer or any Guarantor shall become the subject of any out-of-court settlement with its creditors; or (v) Customer or any Guarantor is unable or admits in writing its inability to pay its debts as they mature.
- h.** "Excess Funds" means the amount of Available Funds as of the close of business on any Business Day which exceeds the Target Balance.
- i.** "Guarantor" means any guarantor, surety, accommodation party or joint obligor of the obligations of Customer under the Credit.
- j.** "Target Balance" means that amount of funds which Customer desires to maintain in the Account and which is mutually agreeable to Bank and Customer from time to time.
- k.** "Transaction" means either a Loan Transaction or a Repayment Transaction.

2. Initiation of Transactions.

- a.** As of the close of business on each Business Day, Bank will determine the amount of Excess Funds, if any. If Bank determines that there are Excess Funds, Bank will debit the Account and credit the Credit in an amount equal to the lesser of (i) the amount of Excess Funds or (ii) the outstanding principal balance of the Credit plus all interest, fees and charges then outstanding under the Credit (a "Repayment Transaction"); provided, however, that Bank will not be required to initiate any Repayment Transaction in an amount less than a minimum sum mutually agreeable to Bank and Customer. Customer grants Bank a security interest in, and right of set-off to, the Account for purposes of effecting Repayment Transactions.
- b.** As of the close of business on each Business Day, Bank will determine the Deficiency Amount, if any. If Bank determines that there is a Deficiency Amount, Bank will charge the Credit in an amount equal to

the lesser of (i) the amount by which such available balance is less than the Target Balance or (ii) the amount which is available to be borrowed under the Credit (the lesser of such amounts being referred to as the "Loan Amount"), plus the amount of any fees and charges under the Credit, and credit the Account in an amount equal to the Loan Amount (a "Loan Transaction"); provided, however, that Bank will not be required to initiate any Loan Transaction in an amount less than a minimum sum established by Bank, and Bank will not be required to initiate any Loan Transaction if any default exists under any Credit Agreement or this Agreement or Bank is otherwise excused or prohibited under any Credit Agreement or applicable law from making an advance to Customer. In addition, Bank will not be required to initiate any Loan Transaction, and the Services hereunder shall immediately and automatically terminate without notice, if: (A) the Credit has matured or been terminated; (B) Customer has cancelled the Credit; (C) an Event of Insolvency has occurred; or (D) Bank has demanded payment under the Credit.

c. If Bank has agreed to provide any other service to Customer pursuant to which Bank is authorized to transfer Excess Funds from the Account, (i) this Agreement shall prevail over the terms and conditions of such other service, (ii) Bank may initiate a Repayment Transaction or Loan Transaction under this Agreement in lieu of or prior to initiating the transfer of Excess Funds under such other service, and (iii) Bank shall not be in default as to such other service solely by reason of not initiating the transfer of Excess Funds under such other service.

3. Overdrafts. Bank may debit the Account as set forth in section N,1.a. above, even though, subsequent to such debit, and as a result of additional transfers or withdrawals from the Account, the return of checks unpaid, or any other cause, the Account becomes overdrawn. In such event, Customer will be assessed Bank's then prevailing charges for overdrafts.

4. Ordinary Course. Customer and Bank intend that each Repayment Transaction hereunder be (a) in the ordinary course of business or financial affairs of Customer and Bank, and (b) made according to ordinary business terms.

5. Asset-Based Loan Sweep Advance. For each asset-based loan sweep transfer or loan sweep advance (each an "Asset Based Transfer"), Customer certifies to Bank that (i) the Asset Based Transfer is being made in accordance with the certain agreements between Bank and Customer (the "Asset Based Documents"); (ii) the Asset Based Transfer is not revocable by Customer; (iii) the representations and warranties set forth in the Asset Based Documents are true and correct as of the date of each Asset Based Transfer; and (iv) no default or event of default, however denominated, has occurred or is continuing under the Asset Based Documents or will result following the Asset Based Transfer.

O. COMMERCIAL SWEEP ACCOUNTS – INVESTMENT OPTION

NOTICE: INVESTMENT PRODUCTS, INCLUDING MONEY MARKET MUTUAL FUNDS, ARE NOT DEPOSITS OR OBLIGATIONS OF, OR GUARANTEED BY BANK OR ANY OF ITS AFFILIATES, NOR ARE THEY INSURED BY THE FDIC, OR ANY OTHER GOVERNMENT AGENCY. THE INVESTMENT OPTIONS OFFERED BY BANK UNDER THE COMMERCIAL SWEEP ACCOUNT ARE SUBJECT TO INVESTMENT RISKS, INCLUDING LOSS OF PRINCIPAL OF THE AMOUNT INVESTED.

1. General Terms Applicable to All Investment Options.

a. If a Commercial Sweep Account Investment Option has been requested and agreed to by Bank, Customer authorizes Bank to transfer funds on a manual or automated basis to and from the demand deposit account ("DDA") and Investment Option selected by Customer. Funds will be transferred between the accounts so that: (a) to the extent funds are available in either account, Customer's DDA maintains an average collected balance equal to a pre-established balance ("Peg Balance"); and (b) any collected funds in the DDA that exceed the Peg Balance ("Excess Funds") are invested by Bank as directed by Customer in accordance with this Agreement. Amounts invested in money market mutual funds, including investment income, will be redeemed and credited back to the DDA as needed so that the collected balance of Customer's DDA equals the Peg Balance. Amounts invested in other investment options, including interest or other investment income, will be credited back to the DDA each Business Day upon maturity. Bank may limit the amount of Excess Funds that it will invest on behalf of Customer on any particular Business Day. Bank may also impose a maximum redemption amount to bring the DDA to the Peg Balance on a particular Business Day. If Customer's Investment Option is not available on a given Business Day, then all Excess Funds will remain in the DDA until the next Business Day.

b. Bank is authorized to accept verbal instructions, including telephone instructions, from Customer representatives for the transfer of funds between Bank and Customer and between Customer's accounts. Bank may rely on any instructions received from Customer that it reasonably believes to be genuine.

c. Bank is authorized to execute as agent for Customer all certificates of ownership and other instruments required by law or by contract. Bank shall not be accountable for errors in judgment but only for gross negligence or willful misconduct. Bank shall not be required to comply with any direction of Customer which in Bank's judgment, may subject it to liability or to defend or prosecute any suit or action unless indemnified in a manner and amount satisfactory to it.

d. Customer may, by written instrument executed by Customer and delivered to Bank, terminate this Service and withdraw from the account the principal and accumulated income upon paying all sums due to Bank and indemnifying Bank to its satisfaction against liabilities incurred in the administration of the account.

e. Bank will act as agent to invest on the order and for the benefit of Customer. The Services described herein are provided by Bank to Customer solely as bona fide treasury management Services. Bank does not undertake any fiduciary obligation to Customer with respect to these Services. Bank's duties to act for Customer hereunder are solely mechanical and administrative in nature.

2. Investment Options.

a. Repurchase Agreements.

- (i) Terms. If Customer chooses to invest Excess Funds in repurchase agreements, Customer and Bank agree to be bound by the Master Repurchase Agreement with Bank. If Customer's investments in repurchase agreements exceed its typical investment amount by \$10 million or more on a given Business Day, Customer agrees to notify Bank by providing sufficient advance notice to allow Bank to adequately collateralize the investments. Bank will exercise reasonable efforts to invest the entire amount but cannot guarantee full investment under these circumstances. If Customer fails to notify Bank in advance or if Bank is unable to invest any or all of the additional funds in repurchase agreements, Customer agrees that Bank may be

required to withhold or withdraw any interest that may have been previously paid.

- (ii) Confirmations. After each repurchase transaction, Bank will deliver to Customer via mail, fax, email, or other electronic means, including without limitation, posting to a password protected Web site) a confirmation ("Confirmation") describing any information required by applicable law, and any other terms and information which Bank may include at its discretion. The information contained in the Confirmation shall be considered true and correct and conclusively binding unless Customer notifies Bank of any error therein within three (3) Business Days after the date the Confirmation is mailed, faxed, emailed, personally delivered to Customer or sent via other electronic means, including without limitation, posting to a password protected Web site. If Customer elects to receive Confirmations electronically, Customer acknowledges and agrees that Customer will no longer receive Confirmations by mail. If Customer desires to discontinue receiving Confirmations electronically, Customer shall provide written notice to Bank, whereupon Bank shall resume delivering mailed Confirmations.

b. Eurodollar Investments.

- (i) Terms. If Customer chooses to invest Excess Funds in Eurodollars, Bank is authorized to sweep Excess Funds from Customer's DDA into overnight Eurodollar time deposits at the Cayman Islands branch of Bank. The minimum amount that may be swept pursuant to this option is \$100,000. Excess Funds less than \$100,000 in a given Business Day will not be invested unless otherwise agreed by Bank. Customer's Eurodollar investments may be registered in the name of Bank's nominee or nominees. Earnings in Eurodollar investments shall be credited to Customer's DDA on a daily basis. CUSTOMER ASSUMES ALL RISK OF LOSS ARISING FROM ANY ACTION TAKEN WITH RESPECT TO THE CAYMAN DEPOSIT BY THE GOVERNMENT OF THE CAYMAN ISLANDS OR ANY SOVEREIGN OR MILITARY POWER (DE FACTO OR DE JURE).
- (ii) **THIS NOTICE IS GIVEN PURSUANT TO APPLICABLE LAW: IN THE UNLIKELY EVENT OF BANK FAILURE, THE BALANCES RESIDING IN CUSTOMER'S EURODOLLAR SWEEP ACCOUNT AT BANK WILL NOT BE DEEMED "DEPOSITS" UNDER RULES PROMULGATED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") AND WILL NOT BE INSURED BY THE FDIC. IN THE UNLIKELY EVENT OF BANK FAILURE, CUSTOMER'S CLAIM FOR FUNDS THAT WERE SWEEPED INTO THE EURODOLLAR SWEEP ACCOUNT WILL BE TREATED AS UNSECURED GENERAL CREDITOR CLAIMS.**

c. Money Market Mutual Funds ("Money Fund").

- (i) Terms. If Customer chooses the Money Fund sweep option, Excess Funds will be invested in the First American Money Market Fund offered for this Service. Excess Funds will be swept from the DDA to a pooled deposit account held in Bank's name. On the next Business Day, the Excess Funds from the pooled Deposit Account will be swept to the Money Fund to purchase shares. Customer's shares in the Money Fund will be held in Bank's name in an omnibus investment account, as agent on behalf of all Bank customers invested in the Money Fund. Customer grants to Bank a consensual possessory security interest in the omnibus investment account and all accounts maintained with Bank to secure payment of all of Customer's obligations under this Service. Customer will accrue dividends beginning on the Business Day the shares are purchased. Dividends accrue daily and are paid monthly on the last Business Day of the month. No dividends will accrue on the Business Day the shares are sold. If, for any reason, Money Fund shares are not available on any given Business Day, all Excess Funds will not be swept to the Money Fund and no dividends will accrue until shares become available for purchase. Funds in the DDA and in the pooled deposit account held at Bank will be treated as deposits and will be insured up to the applicable FDIC insurance limits. The Money Fund sweep option is only available to entities

having a presence in the United States, which may be demonstrated by a U.S. mailing address and U.S. taxpayer identification number in Bank's records.

- (ii) Customer Acknowledgments. BY ACCEPTING THIS SERVICE, CUSTOMER HEREBY ACKNOWLEDGES THAT IT HAS RECEIVED A COPY OF THE PROSPECTUS OF THE DESIGNATED FUND. THIS PROSPECTUS FORMS PART OF THE IMPLEMENTATION DOCUMENTS AND WILL CONTROL OVER THE IMPLEMENTATION DOCUMENTS WITH RESPECT TO MONEY FUND SHARES. CUSTOMER FURTHER ACKNOWLEDGES THAT BANK IS NOT PROVIDING ANY INVESTMENT ADVICE HEREIN TO CUSTOMER AND MAKES NO REPRESENTATION OR WARRANTY AS TO THE SUITABILITY OR SAFETY OF THE INVESTMENTS IN ANY FUND OFFERED UNDER THIS SERVICE.
- (iii) Money Fund Disclosures. BANK AFFILIATES SERVE AS INVESTMENT ADVISOR, ADMINISTRATOR, CUSTODIAN, DISTRIBUTOR, TRANSFER AGENT, AND SECURITIES LENDING AGENT AND RECEIVE COMPENSATION FOR SUCH SERVICES AS DISCLOSED IN THE PROSPECTUS FOR THE DESIGNATED FUND. ALTHOUGH MONEY FUNDS SEEK TO PRESERVE THE VALUE OF CUSTOMER'S INVESTMENT AT \$1.00 PER SHARE, IT IS POSSIBLE TO LOSE MONEY BY INVESTING IN A MONEY FUND.
- (iv) **THIS NOTICE IS GIVEN PURSUANT TO APPLICABLE LAW: IN THE UNLIKELY EVENT OF BANK FAILURE, CUSTOMER WILL MAINTAIN ITS INTEREST IN THE MONEY FUND SHARES FOLLOWING A COMPLETED MONEY FUND SWEEP. THE VALUE OF THE SHARES IN THE MONEY FUND OMNIBUS INVESTMENT ACCOUNT WILL NOT BE DEEMED "DEPOSITS" UNDER RULES PROMULGATED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") AND WILL NOT BE INSURED BY THE FDIC. ON THE DAY OF FAILURE, HOWEVER, THE FDIC MAY DISALLOW THAT DAY'S SWEEP TO OCCUR. IF THE SWEEP IS DISALLOWED, ANY EXCESS FUNDS THAT WOULD HAVE NORMALLY SWEEPED ON THAT BUSINESS DAY WILL REMAIN IN THE DDA AND WILL BE TREATED AS DEPOSITS. THOSE DEPOSITS WILL BE INSURED UP TO THE APPLICABLE FDIC INSURANCE LIMITS.**

d. Commercial Paper.

- (i) Terms. If Customer chooses the Commercial Paper sweep option, Excess Funds shall be invested in an unsecured short-term promissory note issued by U.S. Bank National Association, and held in book entry. At the end of each Business Day, Excess Funds are automatically transferred from Customers' DDA into a sweep account that invests overnight in U.S. Bank National Association Commercial Paper. The minimum amount that may be swept pursuant to this option is \$25,000. Excess Funds less than \$25,000 on a given Business Day will not be invested in the Commercial Paper sweep.
- (ii) **THIS NOTICE IS GIVEN PURSUANT TO APPLICABLE LAW: IN THE UNLIKELY EVENT OF BANK FAILURE, THE BALANCES RESIDING IN CUSTOMER'S COMMERCIAL PAPER SWEEP ACCOUNT AT BANK WILL NOT BE DEEMED "DEPOSITS" UNDER RULES PROMULGATED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") AND WILL NOT BE INSURED BY THE FDIC. IN THE UNLIKELY EVENT OF BANK FAILURE, CUSTOMER'S CLAIM FOR FUNDS THAT WERE SWEEPED INTO THE COMMERCIAL PAPER SWEEP ACCOUNT WILL BE TREATED AS UNSECURED GENERAL CREDITOR CLAIMS.**

e. Business Savings Sweep.

If Customer chooses the Business Savings Sweep option, collected funds with a minimum of \$500 in excess of a Peg Balance shall be swept from Customer's DDA into a Business Savings Sweep Account (the "Savings Account"). The Peg Balance shall be set at a minimum of \$10,000 unless otherwise agreed to by Bank. Funds remain in the Savings Account until Customer's DDA reaches a

negative balance, whereupon available funds are swept back into Customer's DDA in an amount necessary to return the DDA balance to the Peg Balance. In accordance with applicable federal law, sweeps from the Savings Account to Customer's DDA in an amount necessary to return the DDA balance are limited to six per month. In order to comply with applicable regulations, on the sixth transfer from the Savings Account to Customer's DDA, all of the funds are moved from the Savings Account back into Customer's DDA and the sweeps suspend until the first day of the following month's cycle.

P. MASTER REPURCHASE AGREEMENT (MRA)

THIS NOTICE IS GIVEN PURSUANT TO APPLICABLE LAW: ALL FUNDS IN THE REPURCHASE AGREEMENT SWEEP WILL NOT BE DEEMED "DEPOSITS" AND WILL NOT BE INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC"). IN THE UNLIKELY EVENT OF BANK FAILURE, CUSTOMER WILL MAINTAIN ITS OWNERSHIP OR SECURITY INTEREST IN THE SECURITIES THAT ARE SUBJECT TO THE REPURCHASE AGREEMENT AND, UPON LIQUIDATION, WILL RECEIVE THE VALUE OF THE SECURITIES UP TO THE AMOUNT OF FUNDS SWEEPED FROM THE ACCOUNT.

1. Applicability. From time to time the parties hereto may enter into transactions in which one party ("Seller") agrees to transfer to the other ("Buyer") securities or other assets ("Securities") against the transfer of funds by Buyer, with a simultaneous agreement by Buyer to transfer to Seller such Securities at a date certain or on demand, against the transfer of funds by Seller. Each such transaction shall be referred to herein as a "Transaction" and, unless otherwise agreed in writing, shall be governed by this MRA and if applicable, Annex III and the Amendment to Annex III (International Transactions) of the SIFMA Master Repurchase Agreement (1996 version).

2. Definitions.

a. "Act of Insolvency", with respect to any party, (i) the commencement by such party as debtor of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, moratorium, dissolution, delinquency or similar law, or such party seeking the appointment or election of a receiver, conservator, trustee, custodian or similar official for such party or any substantial part of its property, or the convening of any meeting of creditors for purposes of commencing any such case or proceeding or seeking such an appointment or election, (ii) the commencement of any such case or proceeding against such party, or another seeking such an appointment or election, or the filing against a party of an application for a protective decree under the provisions of the Securities Investor Protection Act of 1970, which (A) is consented to or not timely contested by such party, (B) results in the entry of an order for relief, such an appointment or election, the issuance of such a protective decree or the entry of an order having a similar effect, or (C) is not dismissed within 15 days, (iii) the making by such party of a general assignment for the benefit of creditors, or (iv) the admission in writing by such party of such party's inability to pay such party's debts as they become due;

b. "Additional Purchased Securities", Securities provided by Seller to Buyer pursuant to Paragraph 4(a) hereof;

c. "Buyer's Margin Amount", with respect to any Transaction as of any date, the amount obtained by application of the Buyer's Margin Percentage to the Repurchase Price for such Transaction as of such date;

d. "Buyer's Margin Percentage", with respect to any Transaction as of any date, a percentage (which may be equal to the Seller's Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction;

e. "Confirmation", the meaning specified in Paragraph 3(b) hereof;

f. "Income", with respect to any Security at any time, any principal thereof and all interest, dividends or other distributions thereon;

g. "Margin Deficit", the meaning specified in Paragraph 4(a) hereof;

h. "Margin Excess", the meaning specified in Paragraph 4(b) hereof;

i. "Margin Notice Deadline", the time agreed to by the parties in the relevant Confirmation, or otherwise as the deadline for giving notice requiring same day satisfaction of margin maintenance obligations as provided in Paragraph 4 hereof (or, in the absence of any such agreement, the deadline for such purposes established in accordance with market practice);

j. "Market Value", with respect to any Securities as of any date, the price for such Securities on such date obtained from a generally recognized

source agreed to by the parties or the most recent closing bid quotation from such a source, plus accrued income to the extent not included therein (other than any income credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) as of such date (unless contrary to market practice for such Securities);

k. "Price Differential", with respect to any Transaction as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Transaction to the Purchase Price for such Transaction on a 360 day per year basis for the actual number of days during the period commencing on (and including) the Purchase Date for such Transaction and ending on (but excluding) the date of determination (reduced by any amount of such Price Differential previously paid by Seller to Buyer with respect to such Transaction);

l. "Pricing Rate", the per annum percentage rate for determination of the Price Differential;

m. "Prime Rate", the prime rate of U.S. commercial banks as published in The Wall Street Journal (or, if more than one such rate is published, the average of such rates);

n. "Purchase Date", the date on which Purchased Securities are to be transferred by Seller to Buyer;

o. "Purchase Price", (i) on the Purchase Date, the price at which Purchased Securities are transferred by Seller to Buyer, and (ii) thereafter, except where Buyer and Seller agree otherwise, such price increased by the amount of any cash transferred by Buyer to Seller pursuant to Paragraph 4(b) hereof and decreased by the amount of any cash transferred by Seller to Buyer pursuant to Paragraph 4(a) hereof or applied to reduce Seller's obligations under clause (ii) of Paragraph 5 hereof;

p. "Purchased Securities", the Securities transferred by Seller to Buyer in a Transaction hereunder. The term "Purchased Securities" with respect to any Transaction at any time also shall include Additional Purchased Securities delivered pursuant to Paragraph 4(a) hereof and shall exclude Securities returned pursuant to Paragraph 4(b) hereof;

q. "Repurchase Date", the date on which Seller is to repurchase the Purchased Securities from Buyer, including any date determined by application of the provisions of Paragraph 3(c) or 11 hereof;

r. "Repurchase Price", the price at which Purchased Securities are to be transferred from Buyer to Seller upon termination of a Transaction, which will be determined in each case (including Transactions terminable upon demand) as the sum of the Purchase Price and the Price Differential as of the date of such determination;

s. "Seller's Margin Amount", with respect to any Transaction as of any date, the amount obtained by application of the Seller's Margin Percentage to the Repurchase Price for such Transaction as of such date;

t. "Seller's Margin Percentage", with respect to any Transaction as of any date, a percentage (which may be equal to the Buyer's Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction.

3. Initiation; Confirmation; Termination.

a. An agreement to enter into a Transaction may be made orally or in writing at the initiation of either Buyer or Seller. On the Purchase Date for the Transaction, the Purchased Securities shall be transferred to Buyer or its agent against the transfer of the Purchase Price to an account of Seller.

b. Upon agreeing to enter into a Transaction hereunder, Buyer or Seller (or both), as shall be agreed, shall promptly deliver to the other party a written confirmation of each Transaction (a "Confirmation"). The Confirmation shall describe the Purchased Securities (including CUSIP number, if any), identify Buyer and Seller and set forth (i) the Purchase Date, (ii) the Purchase Price, (iii) the Repurchase Date, unless the Transaction is to be terminable on demand, (iv) the Pricing Rate or Repurchase Price applicable to the Transaction, and (v) any additional terms or conditions of the Transaction not inconsistent with this MRA.

The Confirmation, together with this MRA, shall constitute conclusive evidence of the terms agreed between Buyer and Seller with respect to the Transaction to which the Confirmation relates, unless with respect to the Confirmation specific objection is made promptly after receipt thereof. In the event of any conflict between the terms of such Confirmation and this MRA, this MRA shall prevail.

c. In the case of Transactions terminable upon demand, such demand shall be made by Buyer or Seller, no later than such time as is customary in accordance with market practice, by telephone or otherwise on or prior to the Business Day on which such termination will be effective. On the date specified in such demand, or on the date fixed for termination in the case of Transactions having a fixed term, termination of the Transaction will be effected by transfer to Seller or its agent of the Purchased Securities and any Income in respect thereof received by Buyer (and not previously credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) against the transfer of the Repurchase Price to an account of Buyer.

4. Margin Maintenance.

a. If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Buyer is less than the aggregate Buyer's Margin Amount for all such Transactions (a "Margin Deficit"), then Buyer may by notice to Seller require Seller in such Transactions, at Seller's option, to transfer to Buyer cash or additional Securities reasonably acceptable to Buyer ("Additional Purchased Securities"), so that the cash and aggregate Market Value of the Purchased Securities, including any such Additional Purchased Securities, will thereupon equal or exceed such aggregate Buyer's Margin Amount (decreased by the amount of any Margin Deficit as of such date arising from any Transactions in which such Buyer is acting as Seller).

b. If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Seller exceeds the aggregate Seller's Margin Amount for all such Transactions at such time (a "Margin Excess"), then Seller may by notice to Buyer require Buyer in such Transactions, at Buyer's option, to transfer cash or Purchased Securities to Seller, so that the aggregate Market Value of the Purchased Securities, after deduction of any such cash or any Purchased Securities so transferred, will thereupon not exceed such aggregate Seller's Margin Amount (increased by the amount of any Margin Excess as of such date arising from any Transactions in which such Seller is acting as Buyer).

c. If any notice is given by Buyer or Seller under subparagraph (a) or (b) of this Paragraph at or before the Margin Notice Deadline on any Business Day, the party receiving such notice shall transfer cash or Additional Purchased Securities as provided in such subparagraph no later than the close of business in the relevant market on such day. If any such notice is given after the Margin Notice Deadline, the party receiving such notice shall transfer such cash or Securities no later than the close of business in the relevant market on the next Business Day following such notice.

d. Any cash transferred pursuant to this Paragraph shall be attributed to such Transactions as shall be agreed upon by Buyer and Seller.

e. Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer or Seller (or both) under subparagraphs (a) and (b) of this Paragraph may be exercised only where a Margin Deficit or Margin Excess, as the case may be, exceeds a specified dollar amount or a specified percentage of the Repurchase Prices for such Transactions (which amount or percentage shall be agreed to by Buyer and Seller prior to entering into any such Transactions).

f. Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer and Seller under subparagraphs (a) and (b) of this Paragraph to require the elimination of a Margin Deficit or a Margin Excess, as the case may be, may be exercised whenever such a Margin Deficit or Margin Excess exists with respect to any single Transaction hereunder (calculated without regard to any other Transaction outstanding under this MRA).

5. Income Payments. Seller shall be entitled to receive an amount equal to all Income paid or distributed on or in respect of the Securities

that is not otherwise received by Seller, to the full extent it would be so entitled if the Securities had not been sold to Buyer. Buyer shall, as the parties may agree with respect to any Transaction (or, in the absence of any such agreement, as Buyer shall reasonably determine in its discretion), on the date such Income is paid or distributed either (i) transfer to or credit to the account of Seller such Income with respect to any Purchased Securities subject to such Transaction or (ii) with respect to Income paid in cash, apply the Income payment or payments to reduce the amount, if any, to be transferred to Buyer by Seller upon termination of such Transaction. Buyer shall not be obligated to take any action pursuant to the preceding sentence (A) to the extent that such action would result in the creation of a Margin Deficit, unless prior thereto or simultaneously therewith Seller transfers to Buyer cash or Additional Purchased Securities sufficient to eliminate such Margin Deficit, or (B) if an Event of Default with respect to Seller has occurred and is then continuing at the time such Income is paid or distributed.

6. Security Interest. Although the parties intend that all Transactions hereunder be sales and purchases and not loans, in the event any such Transactions are deemed to be loans, Seller shall be deemed to have pledged to Buyer as security for the performance by Seller of its obligations under each such Transaction, and shall be deemed to have granted to Buyer a security interest in, all of the Purchased Securities with respect to all Transactions hereunder and all Income thereon and other proceeds thereof. In all Transactions, Seller is acting as agent for Buyer. In the event of Seller's default under the MRA, Buyer has the right to either: (i) direct Seller to sell the Securities, or (ii) sell the Securities, and, following any sale pursuant to this sentence, apply the proceeds in satisfaction of Seller's liability hereunder.

7. Payment and Transfer. Unless otherwise mutually agreed, all transfers of funds hereunder shall be in immediately available funds. All Securities transferred by one party hereto to the other party (i) shall be in suitable form for transfer or shall be accompanied by duly executed instruments of transfer or assignment in blank and such other documentation as the party receiving possession may reasonably request, (ii) shall be transferred on the book entry system of a Federal Reserve Bank, or (iii) shall be transferred by any other method mutually acceptable to Seller and Buyer.

8. Segregation of Purchased Securities. To the extent required by applicable law, all Purchased Securities in the possession of Seller shall be segregated from other securities in its possession and shall be identified as subject to this MRA. Segregation may be accomplished by appropriate identification on the books and records of the holder, including a financial or securities intermediary or a clearing corporation. All of Seller's interest in the Purchased Securities shall pass to Buyer on the Purchase Date and, unless otherwise agreed by Buyer and Seller, nothing in this MRA shall preclude Buyer from engaging in repurchase transactions with the Purchased Securities or otherwise selling, transferring, pledging or hypothecating the Purchased Securities, but no such transaction shall relieve Buyer of its obligations to transfer Purchased Securities to Seller pursuant to Paragraph 3, 4 or 11 hereof, or of Buyer's obligation to credit or pay Income to, or apply Income to the obligations of, Seller pursuant to Paragraph 5 hereof.

Required Disclosure for Transactions in Which the Seller Retains Custody of the Purchased Securities

Seller is not permitted to substitute other securities for those subject to this MRA and therefore must keep Buyer's securities segregated at all times, unless in this MRA Buyer grants Seller the right to substitute other securities. If Buyer grants the right to substitute, this means that Buyer's securities will likely be commingled with Seller's own securities during the trading day. Buyer is advised that, during any trading day that Buyer's securities are commingled with Seller's securities, they [will]** [may]** be subject to liens granted by Seller to [its clearing bank]** [third parties]** and may be used by Seller for deliveries on other securities transactions. Whenever the securities are commingled, Seller's ability to re-segregate substitute securities for Buyer will be subject to Seller's ability to satisfy [the clearing]** [any]** lien or to obtain substitute securities.

* Language to be used under 17 C.F.R. §403.4(e) if Seller is a government securities broker or dealer other than a financial institution.

** Language to be used under 17 C.F.R. §403.5(d) if Seller is a financial institution..

9. Substitution. Seller may not substitute other Securities for any Purchased Securities.

10. Representations. Each of Buyer and Seller represents and warrants to the other that (i) it is duly authorized to execute and deliver this MRA, to enter into Transactions contemplated hereunder and to perform its obligations hereunder and has taken all necessary action to authorize such execution, delivery and performance, (ii) it will engage in such Transactions as principal (or, if agreed in writing in advance of any Transaction by the other party hereto, as agent for a disclosed principal), (iii) the person signing this MRA on its behalf is duly authorized to do so on its behalf (or on behalf of any such disclosed principal), (iv) it has obtained all authorizations of any governmental body required in connection with this MRA and the Transactions hereunder and such authorizations are in full force and effect and (v) the execution, delivery and performance of this MRA and the Transactions hereunder will not violate any law, ordinance, charter, bylaw or rule applicable to it or any agreement by which it is bound or by which any of its assets are affected. On the Purchase Date for any Transaction Buyer and Seller shall each be deemed to repeat all the foregoing representations made by it.

11. Events of Default. In the event that (i) Seller fails to transfer or Buyer fails to purchase Purchased Securities upon the applicable Purchase Date, (ii) Seller fails to repurchase or Buyer fails to transfer Purchased Securities upon the applicable Repurchase Date, (iii) Seller or Buyer fails to comply with Paragraph 4 hereof, (iv) Buyer fails, after one Business Day's notice, to comply with Paragraph 5 hereof, (v) an Act of Insolvency occurs with respect to Seller or Buyer, (vi) any representation made by Seller or Buyer shall have been incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated, or (vii) Seller or Buyer shall admit to the other its inability to, or its intention not to, perform any of its obligations hereunder (each an "Event of Default"):

a. The non-defaulting party may, at its option (which option shall be deemed to have been exercised immediately upon the occurrence of an Act of Insolvency), declare an Event of Default to have occurred hereunder and, upon the exercise or deemed exercise of such option, the Repurchase Date for each Transaction hereunder shall, if it has not already occurred, be deemed immediately to occur (except that, in the event that the Purchase Date for any Transaction has not yet occurred as of the date of such exercise or deemed exercise, such Transaction shall be deemed immediately canceled). The non-defaulting party shall (except upon the occurrence of an Act of Insolvency) give notice to the defaulting party of the exercise of such option as promptly as practicable.

b. In all Transactions in which the defaulting party is acting as Seller, if the non-defaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, (i) the defaulting party's obligations in such Transactions to repurchase all Purchased Securities, at the Repurchase Price therefore on the Repurchase Date determined in accordance with subparagraph (a) of this Paragraph, shall thereupon become immediately due and payable, (ii) all Income paid after such exercise or deemed exercise shall be retained by the non-defaulting party and applied to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder, and (iii) the defaulting party shall immediately deliver to the non-defaulting party any Purchased Securities subject to such Transactions then in the defaulting party's possession or control.

c. In all Transactions in which the defaulting party is acting as Buyer, upon tender by the non-defaulting party of payment of the aggregate Repurchase Prices for all such Transactions, all right, title and interest in and entitlement to all Purchased Securities subject to such Transactions shall be deemed transferred to the non-defaulting party, and the defaulting party shall deliver all such Purchased Securities to the non-defaulting party.

d. If the non-defaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, the non-defaulting party, without prior notice to the defaulting party, may: (i) as to Transactions in which the defaulting party is acting as Seller, (A) immediately sell, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the non-defaulting party may reasonably deem satisfactory, any or all Purchased Securities subject to such Transactions and apply the proceeds thereof

to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder or (B) in its sole discretion elect, in lieu of selling all or a portion of such Purchased Securities, to give the defaulting party credit for such Purchased Securities in an amount equal to the price therefore on such date, obtained from a generally recognized source or the most recent closing bid quotation from such a source, against the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder; and (ii) as to Transactions in which the defaulting party is acting as Buyer, (A) immediately purchase, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the non-defaulting party may reasonably deem satisfactory, securities ("Replacement Securities") of the same class and amount as any Purchased Securities that are not delivered by the defaulting party to the non-defaulting party as required hereunder or (B) in its sole discretion elect, in lieu of purchasing Replacement Securities, to be deemed to have purchased Replacement Securities at the price therefore on such date, obtained from a generally recognized source or the most recent closing offer quotation from such a source. The parties acknowledge and agree that (1) the Securities subject to any Transaction hereunder are instruments traded in a recognized market, (2) in the absence of a generally recognized source for prices or bid or offer quotations for any Security, the non-defaulting party may establish the source therefore in its sole discretion and (3) all prices, bids and offers shall be determined together with accrued Income (except to the extent contrary to market practice with respect to the relevant Securities).

e. As to Transactions in which the defaulting party is acting as Buyer, the defaulting party shall be liable to the non-defaulting party for any excess of the price paid (or deemed paid) by the non-defaulting party for Replacement Securities over the Repurchase Price for the Purchased Securities replaced thereby and for any amounts payable by the defaulting party under Paragraph 5 hereof or otherwise hereunder.

f. For purposes of this Paragraph 11, the Repurchase Price for each Transaction hereunder in respect of which the defaulting party is acting as Buyer shall not increase above the amount of such Repurchase Price for such Transaction determined as of the date of the exercise or deemed exercise by the non-defaulting party of the option referred to in subparagraph (a) of this Paragraph.

g. The defaulting party shall be liable to the non-defaulting party for (i) the amount of all reasonable legal or other expenses incurred by the non-defaulting party in connection with or as a result of an Event of Default, (ii) damages in an amount equal to the cost (including all fees, expenses and commissions) of entering into replacement transactions and entering into or terminating hedge transactions in connection with or as a result of an Event of Default, and (iii) any other loss, damage, cost or expense directly arising or resulting from the occurrence of an Event of Default in respect of a Transaction.

h. To the extent permitted by applicable law, the defaulting party shall be liable to the non-defaulting party for interest on any amounts owing by the defaulting party hereunder, from the date the defaulting party becomes liable for such amounts hereunder until such amounts are (i) paid in full by the defaulting party or (ii) satisfied in full by the exercise of the non-defaulting party's rights hereunder. Interest on any sum payable by the defaulting party to the non-defaulting party under this Paragraph 11(h) shall be at a rate equal to the greater of the Pricing Rate for the relevant Transaction or the Prime Rate.

i. The non-defaulting party shall have, in addition to its rights hereunder, any rights otherwise available to it under any other agreement or applicable law.

12. Single Agreement. Buyer and Seller acknowledge that, and have entered hereinto and will enter into each Transaction hereunder in consideration of and in reliance upon the fact that, all Transactions hereunder constitute a single business and contractual relationship and have been made in consideration of each other. Accordingly, each of Buyer and Seller agrees (i) to perform all of its obligations in respect of each Transaction hereunder, and that a default in the performance of any such obligations shall constitute a default by it in respect of all Transactions hereunder, (ii) that each of them shall be entitled to set off claims and apply property held by them in respect of any Transaction against obligations owing to them in respect of any other Transactions hereunder and (iii) that payments, deliveries and other transfers made by

either of them in respect of any Transaction shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other Transactions hereunder, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted.

13. Notices and Other Communications. Any and all notices, statements, demands or other communications hereunder may be given by a party to the other by mail, facsimile, telegraph, messenger or otherwise to the address specified by Bank, or so sent to such party at any other place specified in a notice of change of address hereafter received by the other. All notices, demands and requests hereunder may be made orally, to be confirmed promptly in writing, or by other communication as specified in the preceding sentence.

14. Entire Agreement; Severability. This MRA shall supersede any existing agreements between the parties containing general terms and conditions for repurchase transactions. Each provision and agreement herein shall be treated as separate and independent from any other provision or agreement herein and shall be enforceable notwithstanding the unenforceability of any such other provision or agreement.

15. Nonassignability; Termination.

a. The rights and obligations of the parties under this MRA and under any Transaction shall not be assigned by either party without the prior written consent of the other party, and any such assignment without the prior written consent of the other party shall be null and void. Subject to the foregoing, this MRA and any Transactions shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This MRA may be terminated by either party upon giving written notice to the other, except that this MRA shall, notwithstanding such notice, remain applicable to any Transactions then outstanding.

b. Subparagraph (a) of this Paragraph 15 shall not preclude a party from assigning, charging or otherwise dealing with all or any part of its interest in any sum payable to it under Paragraph 11 hereof.

16. Governing Law. This MRA shall be governed by the laws of the State of New York without giving effect to the conflict of law principles thereof.

17. No Waivers, Etc. No express or implied waiver of any Event of Default by either party shall constitute a waiver of any other Event of Default and no exercise of any remedy hereunder by any party shall constitute a waiver of its right to exercise any other remedy hereunder. No modification or waiver of any provision of this MRA and no consent by any party to a departure herefrom shall be effective unless and until such shall be in writing and duly executed by both of the parties hereto. Without limitation on any of the foregoing, the failure to give a notice pursuant to Paragraph 4(a) or 4(b) hereof will not constitute a waiver of any right to do so at a later date.

18. Use of Employee Plan Assets.

a. If assets of an employee benefit plan subject to any provision of the Employee Retirement Income Security Act of 1974 ("ERISA") are intended to be used by either party hereto (the "Plan Party") in a Transaction, the Plan Party shall so notify the other party prior to the Transaction. The Plan Party shall represent in writing to the other party that the Transaction does not constitute a prohibited transaction under ERISA or is otherwise exempt therefrom, and the other party may proceed in reliance thereon but shall not be required so to proceed.

b. Subject to the last sentence of subparagraph (a) of this Paragraph, any such Transaction shall proceed only if Seller furnishes or has furnished to Buyer its most recent available audited statement of its financial condition and its most recent subsequent unaudited statement of its financial condition.

c. By entering into a Transaction pursuant to this Paragraph, Seller shall be deemed (i) to represent to Buyer that since the date of Seller's latest such financial statements, there has been no material adverse change in Seller's financial condition which Seller has not disclosed to Buyer, and (ii) to agree to provide Buyer with future audited and unaudited statements of its financial condition as they are issued, so long as it is a Seller in any outstanding Transaction involving a Plan Party.

19. Intent.

a. The parties recognize that each Transaction is a "repurchase agreement" as that term is defined in Section 101 of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Transaction or the term of such Transaction would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

b. It is understood that either party's right to liquidate Securities delivered to it in connection with Transactions hereunder or to exercise any other remedies pursuant to Paragraph 11 hereof is a contractual right to liquidate such Transaction as described in Sections 555 and 559 of Title 11 of the United States Code, as amended.

c. The parties agree and acknowledge that if a party hereto is an "insured depository institution," as such term is defined in the Federal Deposit Insurance Act, as amended ("FDIA"), then each Transaction hereunder is a "qualified financial contract," as that term is defined in FDIA and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

d. It is understood that this MRA constitutes a "netting contract" as defined in and subject to Title IV of the Federal Deposit Insurance Corporation Improvement Act of 1991 ("FDICIA") and each payment entitlement and payment obligation under any Transaction hereunder shall constitute a "covered contractual payment entitlement" or "covered contractual payment obligation", respectively, as defined in and subject to FDICIA (except insofar as one or both of the parties is not a "financial institution" as that term is defined in FDICIA).

20. Disclosure Relating to Certain Federal Protections. The parties acknowledge that they have been advised that:

a. In the case of Transactions in which one of the parties is a broker or dealer registered with the Securities and Exchange Commission ("SEC") under Section 15 of the Securities Exchange Act of 1934 ("1934 Act"), the Securities Investor Protection Corporation has taken the position that the provisions of the Securities Investor Protection Act of 1970 ("SIPA") do not protect the other party with respect to any Transaction hereunder;

b. In the case of Transactions in which one of the parties is a government securities broker or a government securities dealer registered with the SEC under Section 15C of the 1934 Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder; and

c. In the case of Transactions in which one of the parties is a financial institution, funds held by the financial institution pursuant to a Transaction hereunder are not a deposit and therefore are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, as applicable.

Q. ZERO BALANCE ACCOUNT (ZBA) SERVICES

ZBA services allow Customers to concentrate balances across multiple checking accounts consisting of a lead ("Master Account") and one or more sub-accounts funded by the Master Account. Two-way automatic transfers ensure that the sub-accounts maintain a zero balance or a balance otherwise designated by Customer. One-way transfers can also be made from the Master Account to the sub-account, from the sub-account to the Master Account or from the Master Account to the sub-account with deposits allowed in the sub-account. Deposits to accounts designated for transfers from the Master Account to the sub-account with deposits will not transfer to the Master Account and shall remain in the sub-account until a subsequent disbursement is made. Bank reserves the right to terminate ZBA services without prior notice to Customer.

R. FOCAL POINT PLUS SERVICES

Focal Point Plus Services allow Customers to: (i) concentrate balances across multiple checking accounts consisting of a lead ("Master Account") with one or more subaccounts ("Shadow Accounts"), which are all funded by the Master Account; and (ii) track transactions with location reporting. Two way automatic transfers ensure the Shadow Accounts maintain a zero balance. One way transfers can also be designed from the Shadow Accounts to the Master Account. Customer acknowledges and agrees the Shadow Accounts are deemed to be part of the Master Account for purposes of this Agreement and cannot be used to process transactions independent of the Master Account.

S. SINGLEPOINT® INTERNATIONAL REQUEST FOR TRANSFER SERVICES

The U.S. Bank SinglePoint® International Request for Transfer Services will enable domestic or foreign organizations doing cross-border business to initiate or execute payment or transfer instructions from, or between, Customer accounts held at Bank and foreign banks. Prior to implementation of this Service, the Forwarding Bank and the Executing Bank must enter into a Bilateral Agreement referencing their mutual accession to the SWIFT Request for Transfer (MT101) Service Level or other relevant Service Level. Bank acts in the capacity of the Forwarding Bank with respect to all Requests for Transfer. This Service or other similar remote initiation Services offered by Bank are governed by this Agreement, the Bilateral Agreement, the Interbank Agreement, and all other applicable federal, state and local laws and regulations.

1. Definitions.

- a. "Beneficiary" means the person or entity designated in the Originator's instruction to receive funds.
- b. "Beneficiary Bank" means the financial institution crediting the funds to the Beneficiary's account.
- c. "Execute" or "Execution" means the debiting of the Originator's account by the Executing Bank pursuant to a Request for Transfer from the Forwarding Bank and the forwarding of the credit transfer to the Beneficiary Bank.
- d. "Executing Bank" means the financial institution that receives and Executes the Request for Transfer from the Forwarding Bank and then forwards the credit transfer to the Beneficiary Bank.
- e. "Forwarding Bank" means a financial institution receiving a Request for Transfer from the Instructing Party and forwarding it to the Executing Bank.
- f. "Instructing Party" means a customer of the Forwarding Bank, which could be an office, department or division of the Originator, or a separate legal entity, authorized by the Originator to initiate a Request for Transfer to the Forwarding Bank.
- g. "Interbank Agreement" means the Service Level Master Agreement (SLMA) and Request for Transfer Service Level Rules and Regulations (MT 101) or other relevant Service Levels offered by Society for Worldwide Interbank Financial Communications (SWIFT), to which the Forwarding Bank and the Executing Bank are a party.
- h. "Originator" means the customer of the Executing Bank whose account is to be debited pursuant to a Request for Transfer.
- i. "Request for Transfer" means a transfer instruction received by the Forwarding Bank from the Instructing Party for onward transmission as an MT101 to the Executing Bank, and which is capable of being processed under an Interbank Agreement.

2. Bank as the Forwarding Bank. If Customer selects Bank as the Forwarding Bank, Customer is deemed to be the Instructing Party for all Requests for Transfer. Customer will appoint those individuals authorized to instruct Bank regarding Request for Transfer Services ("Authorized Users") via the relevant Implementation Documents and System Administrator designations establishing the Authorized Users' access authority and transaction limits. Bank may rely on any such authorization until it has received Customer's written notice of revocation and has had a reasonable opportunity to act thereon. Customer and its Authorized Users and other Agents shall maintain the highest possible level of confidentiality with regard to PINs, or other security devices and will take all steps necessary to prevent access to them by unauthorized persons. Customer shall be responsible for the accuracy, completeness and timeliness of all Requests for Transfer sent to Bank. Requests for Transfer received after Bank's established deadline or on any non-Business Day, including any Saturday, Sunday, holiday or any day that Bank's wire department is not open will be considered received on the next Business Day. Customer authorizes Bank to process and forward to the Executing Bank all Requests for Transfer received in accordance with any established security procedures. Notwithstanding the foregoing, Bank does not assume any responsibility for the Execution of the Request for Transfer by the Executing Bank and completion of the credit transfer to the Beneficiary Bank. Customer understands and

acknowledges that any applicable callback notifications on PIN limits established by Customer with Bank for wire transfer dollar thresholds do not apply to Requests for Transfer. Customer agrees not to initiate a Request for Transfer in violation of applicable federal, state or local law or regulations.

3. Security Procedures. Customer and Bank shall comply with any established security procedures with respect to the initiation and forwarding of any Request for Transfer. Customer agrees that any such security procedures shall be deemed commercially reasonable. Customer understands that the security procedures are not for the purpose of detecting errors in the transmission or content of a Request for Transfer controlled by Customer. Customer agrees to be bound by any Request for Transfer sent in the name of Customer that is processed by Bank in compliance with the agreed security procedures whether or not authorized.

4. Amendment or Cancellation. Customer does not have the right to reverse, adjust or revoke any Request for Transfer after it has been received by Bank; provided, however, that Bank will make a reasonable effort to act on such a request by Customer. With respect to a Request for Transfer that has already been Executed, Bank may intervene at Customer's request, to request that the Beneficiary Bank return all or a portion of the funds. Customer understands that the Beneficiary Bank is under no legal obligation to comply with this request.

5. Rejection/Repair. Bank may reject a Request for Transfer if: (i) it is not initiated or transmitted in accordance with the applicable security procedures; (ii) there is any inconsistency between a Request for Transfer and information previously supplied to Bank; or (iii) Bank has other reasonable grounds not to honor the Request for Transfer. Bank shall have no obligation to repair any Request for Transfer it receives but may, in its absolute discretion, endeavor to repair any Request for Transfer. Bank shall notify Customer of any rejections or suspensions.

6. Limits on Bank's Liability. Bank sends outgoing and receives incoming Requests for Transfer using SWIFT. Bank shall not be responsible for the acts or omissions of Customer, the SWIFT network, other financial institution, or any other person. Payment to a foreign country is subject to the laws of the foreign country involved. Bank assumes no liability for foreign exchange risk, delays, non-delivery or other events resulting from causes beyond Bank's control.

T. SWIFT-RELATED SERVICES

The SWIFT-Related Services (the "Service") will enable organizations with domestic or cross-border activity to initiate or execute payment or transfer instructions from Customer's Bank account to another account held at Bank or a third party bank, and to receive account information and payment notifications from Bank via SWIFT. This Service or other similar services offered by Bank are governed by this Agreement, applicable SWIFT agreements and regulations, and all other applicable federal, state and local laws and regulations.

1. Definitions.

- a. "Account Reporting" means cash management notifications, transaction and account information provided by Bank to Customer.
- b. "Beneficiary" means the person or entity (including Customer) designated in Customer's Transfer Request to receive funds.
- c. "Beneficiary Bank" means the financial institution (including Bank) that credits the funds to the Beneficiary's account.
- d. "Execute" or "Execution" means the debiting of Customer's account by Bank and the forwarding of the credit transfer to the Beneficiary Bank pursuant to a Transfer Request from Customer.
- e. "FileAct" means a file transfer service that utilizes the SWIFT infrastructure to enable the transfer of data in various file formats.
- f. "Transfer Request" means a MT103 or other SWIFT transfer instruction sent by Customer to Bank for onward processing. If SWIFT-Related services are accessed using SCORE, "Transfer Request" means a MT101 transfer instruction.
- g. "SCORE" means the Standardized Corporate Environment, a SWIFT direct access corporate service which offers Customer a secure connection and standardized environment to manage Customer's payments and payment information.

2. Security Procedures. Customer shall comply with all security procedures established by SCORE or by Bank for the SWIFT-Related Services. Customer agrees that any such security procedures shall be deemed commercially reasonable. Customer understands that the security procedures are not for the purpose of detecting errors in the transmission or content of any Account Reporting, or of a Transfer Request controlled by Customer. Customer is solely responsible for maintaining its own internal security procedures to prevent errors or unauthorized access to Customer's computer systems by unauthorized employees, vendors or customers. Customer agrees to be bound by any Transfer Request that appears to have been sent by Customer that is processed by Bank in compliance with the agreed security procedures, whether or not authorized. Bank will use reasonable care in transmitting the Account Reporting but assumes no responsibility for the accuracy or timeliness of the information supplied by other financial institutions, the SWIFT network or SCORE. Customer agrees to immediately notify and fully cooperate with Bank if it suspects or becomes aware of any breach or compromise of the security of SCORE or the SWIFT-Related Services.

3. Transmission and Processing of Transfer Requests. Customer authorizes Bank to Execute all Transfer Requests delivered to Bank by Customer in compliance with the terms of this Agreement and any established security procedures. Customer shall adhere to formatting and processing requirements established by Bank. Customer authorizes Bank to use whatever means Bank, in good faith, deems reasonable under the circumstances to execute each Transfer Request, including selection of a funds transfer system, routing, and means of transmission. Customer shall be responsible for the accuracy, completeness and timeliness of all Transfer Requests sent to Bank for Execution. Transfer Requests with settlement dates of more than thirty (30) calendar days from receipt will not be processed unless prior arrangements have been made. Customer is solely responsible for initiating Transfer Requests sufficiently in advance to meet Customer's contractual obligations to its vendors and/or customers. Bank shall not be responsible for any late payment or finance charges that may result from Customer's failure to

allow sufficient lead-time to make a Transfer Request. Bank and any other financial institution may rely on the account, routing, or BIC numbers in the Transfer Requests even if such numbers do not correspond to the name of Customer, the Beneficiary or the Beneficiary Bank.

4. Amendment or Cancellation of Transfer Requests. Customer does not have the right to reverse, adjust or revoke any Transfer Request after it has been received by Bank; provided, however, that Bank will make a reasonable effort to act on such a request by Customer. With respect to a Transfer Request that has already been Executed, Bank shall, at Customer's request, request that the Beneficiary Bank return all or a portion of the funds. Customer understands that the Beneficiary Bank is under no legal obligation to comply with this request.

5. Rejection/Repair of Transfer Requests. Bank may reject a Transfer Request if: (i) it is not initiated or transmitted in accordance with the applicable security procedures; (ii) does not adhere to Bank's formatting or processing requirements; (iii) there is any inconsistency between a Transfer Request and information previously supplied to Bank; (iv) Customer's Transfer Requests exceed any applicable transaction limits established by Bank; (v) if there are insufficient collected funds in Customer's account to fund the Transfer Request; or (vi) Bank has other reasonable grounds not to honor the Transfer Request. Bank shall have no obligation to repair any Transfer Request it receives but may, in its absolute discretion, endeavor to do so.

6. Account Reporting. Bank may send notifications that allow Customer to receive advices relating to Customer's payments processed by Bank. Bank may also provide Customer with information on accounts maintained at Bank. If Customer elects to receive notifications and other account information via SWIFT, Customer shall exercise extreme care in maintaining its own security in the receipt of the notifications or information. Customer acknowledges that the data received via SWIFT may include confidential information, including, without limitation, names, amounts, phone numbers, and account information. Customer further acknowledges that it alone assumes full responsibility for maintenance of its internal security procedures to keep such information confidential.

7. Limits on Bank's Liability. Bank will use reasonable efforts to provide notifications and information in a prompt fashion, but shall not be liable for the temporary failure to provide timely data. Bank assumes no responsibility for any delays caused, or for inaccurate or incomplete information provided, by the SWIFT network or third party banks with respect to payments and related information. Bank shall not be responsible for the acts or omission of Customer, the SWIFT network, other financial institution, or any other person. Payment to a foreign country is subject to the laws of the foreign country involved. Bank assumes no liability for foreign exchange risk, delays, non-delivery or other events resulting from causes beyond Bank's control.

8. SCORE. If Customer accesses the SWIFT-Related Services using SCORE, Customer shall additionally comply with applicable SWIFT agreements, documentation, user guides and all other instructions and recommendations provided by SWIFT or by Bank in relation to the use of SCORE or the SWIFT-Related Services. Customer acknowledges that Bank does not regulate the set-up and provision of SWIFT membership, joining the SWIFT network or SCORE, the SWIFT network security, or the facilities necessary to access and use them. Customer represents that it is, and will throughout the term of this Service remain, an authorized SWIFT participant. Customer authorizes Bank to act on any instruction contained in a SWIFT message received by Bank through SCORE which appears to have been sent by Customer. In the event that Customer requests Bank to provide SWIFT-Related Services through SCORE to a parent company, subsidiary, affiliate, or other commonly owned company, Customer agrees that it shall be jointly and severally liable for such related entity's obligations under this Agreement. Customer represents and warrants that such related entity is a duly authorized agent of the Customer and that the related entity is acting on behalf of Customer in its authorized capacity.

9. FileAct. If the FileAct service is offered by Bank and selected by Customer, Customer may use this service which enables the secure and reliable transfer of files to exchange batches of financial messages, reports, bulk payment files, images and other data over the SWIFT

network. FileAct supports both interactive (real-time) and store-and-forward modes. Prior to implementation, Customer shall verify that Bank is capable of supporting the file formats and transaction types that Customer wishes to transmit. If the file format and transaction type is supported by Bank, Customer agrees that the processing of each file shall be additionally subject to all applicable Sections of the Agreement.

V. TERMS APPLICABLE TO SPECIFIC FOREIGN EXCHANGE SERVICES

The following are additional terms and conditions applicable to all Foreign Exchange Services offered by Bank. Bank may change the number or type of Services offered at any time.

1. Conflicting Provisions. With respect to all foreign exchange transactions or other derivative products entered into by Customer, to the extent that any provision of this Agreement conflicts with a provision of any ISDA Master Agreement by and between Customer and Bank or any documents related thereto (the "ISDA"), the ISDA terms shall govern.

2. Foreign Exchange Risk. Many banking and finance transactions carry risk. All foreign exchange transactions, including but not limited to, swaps, options, forwards, foreign exchange transactions currency accounts, and other similar derivatives and related products involve unique risks specific to the nature of these types of transactions and the currency market. These types of transactions are not suitable for all Customers. Customer should fully understand the nature and extent of exposure to risk of loss, if any, which in some circumstances may significantly exceed the amount of any initial payment made by or to Customer. All decisions to enter into foreign exchange transactions should be made by Customer giving appropriate consideration to Customer's experience, objectives, financial resources and business environment.

3. Arm's Length Transactions. Bank is acting solely in the capacity of an arm's length contractual counterparty and not in the capacity of financial advisor to Customer or fiduciary unless otherwise explicitly agreed in writing and then only to the extent so provided.

A. FOREIGN EXCHANGE WEB

1. Introduction. Bank may provide foreign exchange services to Customer in connection with U.S. Bank Foreign Exchange Web, a private Internet site owned and operated by Bank ("USB FX Web"). If requested by Customer and agreed to by Bank, Bank will provide USB FX Web services in accordance with this Agreement and other procedures provided to the Customer. Customer agrees that Customer's use of USB FX Web and all transactions initiated thereby shall be governed by this Section, all other relevant sections of the Agreement, and any other related disclosures provided to Customer, in either paper or electronic format. USB FX Web shall be available only during normal business hours as established by Bank, which may vary by day or location. Notwithstanding anything to the contrary herein, Bank does not confirm that the person authorizing any USB FX Web transaction is an Authorized Signer or is otherwise authorized to conduct any USB FX Web transaction on behalf of Customer.

2. Access Devices. USB FX Web shall be available only during normal business hours as established by Bank, which may vary by day or location. Once Bank has granted Customer access to USB FX Web, System Administrator(s) designated by Customer in the Implementation Documents will be provided with one or more access devices, which may include cards, identification numbers and/or passwords. Customer shall use USB FX Web in accordance with the security procedures set forth in this Agreement.

3. Trades.

a. General Procedures. By clicking one or more buttons in USB FX Web, Customer informs Bank that Customer wishes to purchase or sell a stated amount of currency against a second currency on a designated date ("Settlement Date") either unconditionally or at a displayed exchange rate, if one may be obtained ("Trade"). Any transaction that results following the submission of a Trade shall be Customer's legally binding obligation. Trades submitted to Bank via USB FX Web shall be effective only upon acceptance by Bank. Bank will establish from time to time specific times of day after which Trades will not be processed on a "same-day" or "next-day" basis. Trades submitted after Bank's deadline will be considered received on the next business day. Deadlines will differ depending on the Trade currency and other factors. Customer is solely responsible for the accuracy and completeness of any settlement instructions delivered to Bank through USB FX Web and such settlement instructions are subject to the concurrence of Bank. Bank shall make reasonable efforts to provide information and status of the terms of any Trade on the USB FX Web site, or by other means established by Bank. Failure by Bank to confirm a Trade for any reason, including without limitation computer malfunction, shall not excuse Customer's obligations related to any Trade. Bank's internal records with respect to each Trade shall constitute conclusive evidence of the terms of each Trade. The terms of each Trade shall be incorporated into and become part of this Agreement.

b. Payment. Once a Trade has been made, Customer agrees to make payment or delivery of currency to Bank on the Settlement Date of the Trade in accordance with the settlement instructions provided by Customer, plus any applicable fees or charges. Should Customer instruct Bank to settle a Trade by debiting an account, Customer agrees to maintain sufficient available funds in the account to settle on the Settlement Date. Should funds be insufficient to settle the trade on the Settlement Date, Bank reserves the right in its sole discretion to debit any of Customer's account with the Bank in the amount of Trade, subject to applicable account fees and charges, or to cancel the Trade.

c. Cancellation or Change. Customer acknowledges and agrees that Customer shall have no right to cancel or reverse a Trade once submitted. Bank will, however, make reasonable efforts in its sole and complete discretion to cancel or amend the terms of a Trade upon Customer's request. Should a Trade be successfully canceled or amended, or in the event that a Trade is canceled due to failure by Customer to make settlement on the Settlement Date or failure to provide Bank with complete settlement instructions prior to the Settlement Date of a Trade, Customer agree to reimburse Bank for any breakage costs and other expenses incurred by Bank to cancel or amend the Trade, including any fees imposed for this extraordinary service. Bank reserves the right to adjust the exchange rate on any

Trade requiring a new Settlement Date to reflect any costs associated with carrying that Trade to a new Settlement Date.

4. Orders.

a. General Procedures. Bank may offer and agree to accept conditional instructions from Customer to Bank to buy or sell a stated amount of foreign exchange against U.S. dollars based upon exchange rate target prices ("Orders") via USB FX Web. All Orders requests submitted to the Bank through USB FX Web will not become active until accepted by the Bank. Bank in its sole discretion may decline to accept any Order. All Orders must be in liquid, actively traded currencies, and must contain a U.S. dollar component. If an expiration date is not specified, Orders will remain open until filled. Orders must be for an amount of currency equivalent to at least \$100,000 U.S. dollars, based upon the exchange rate contained in the Order. Either Bank or Customer may cancel an Order that has been accepted by Bank at any time prior to the execution of that Order. Cancellations, however, must be effected by direct telephone communication between Bank and Customer. Bank shall have a reasonable time to act on any request for cancellation. An Order that has been filled will be binding on the Customer, even if it has not yet been communicated to the Customer as filled. Customer shall have no right to cancel an Order once filled by Bank. Note that there is no single facility, exchange, or system for the exchange of currencies and therefore, prices that fulfill the requirements of Orders may be reached at some place in the world at some time of day that is not apparent to Bank or its agents. Bank and its agents monitor markets and systems that are generally best representative of the primary market for foreign exchange, and can only be responsible for filling Orders based upon prices traded or available in those markets or systems.

b. Types of Orders. Two types of Orders may be transacted via USB FX Web.

- (i) Limit/Profit Orders.** Limit/Profit Orders are Orders placed above the current exchange price for sellers and below the current exchange price for buyers. A Limit/Profit Order to sell foreign currency would yield more dollars at the Order price than at the current exchange price and are filled only if wholesale buyers begin bidding for the foreign currency specified in the Order against U.S. dollars at a price equal to or higher than the price stated in the Order. A Limit/Profit Order to buy foreign currency would cost fewer dollars at the Order price than at the current exchange price and are filled if wholesale sellers begin offering the foreign currency specified in the Order against U.S. dollars at a price equal to or less than the price stated in the Order. All Limit/Profit Orders are filled only when they can be filled at a price equal to or better (for the Customer) than the Order price. Limit/Profit Orders for \$5,000,000 U.S. dollar equivalent or less will be executed in full, should all the conditions of the Order be met. If Bank or its agents cannot find sufficient liquidity to fill the complete Order at the requested price Limit/Profit, Orders for more than \$5,000,000 U.S. dollars may be filled for less than the Order amount, but in no event for less than \$5,000,000 U.S. dollars. Orders larger than \$5,000,000 U.S. dollar equivalent with an "all or none" limitation may not be placed through USB FX Web.
- (ii) Stop/Loss Orders.** Stop/Loss Orders are Orders placed below the current exchange price for sellers, and above the current exchange price for buyers. A Stop/Loss Order to sell foreign currency would yield fewer dollars at the Order price than at the current exchange price and becomes a market Order to be executed at the next available price(s), when actual wholesale market trades are observed to have been executed at or below the Order price. A Stop/Loss Order to buy foreign currency would cost more dollars at the Order price than at the current exchange price and becomes a market Order to be executed at the next available price(s), when actual wholesale market trades are observed to have been executed at or above the Order price. The fill price may be better than, equal to, or worse than the Order price. A Stop/Loss Order may also be filled at multiple prices. The Customer bears all market risk on a Stop/Loss Order.

c. Limited Liability. Bank will rely on market information that it deems adequate and appropriate to determine if, when, and how an Order

should be executed. However, Order execution is on a best-efforts basis, and no assurance is given that Bank's traders or agents can or will have access to or even observe every bid, offer, or trade available in the over-the-counter foreign exchange market. Except for manifest error, Bank's decisions, prices, execution, or non-execution of Orders will be final and conclusive.

5. Foreign Currency Drafts. Bank may offer and agree to provide a service whereby Bank shall act as Customer's agent to arrange for the payment of foreign drafts issued by the Customer via USB FX Web ("Foreign Drafts"), which are drawn on the Bank's accounts at various banks with which Bank has a correspondent relationship (each a "Drawee Bank"). Foreign Drafts may not exceed the monetary draft limit communicated to Customer by Bank from time to time in writing. Customer shall draw Foreign Drafts only in accordance with the terms of this Agreement and any related procedures.

a. Stop Payment Orders. Upon receipt of a stop payment order, Bank shall make reasonable efforts to ascertain whether the Foreign Draft has been paid by the Drawee Bank. If such Foreign Draft has not been paid, Bank will send a stop payment notice to the Drawee Bank. Bank shall have no liability for the Drawee Bank's payment of a Foreign Draft over a stop payment order processed by Bank or if the stop payment order does not prevent a Foreign Draft from being legally enforceable for any reason.

b. Refund; Replacement Foreign Drafts. Customer may request Bank to refund the amount of a Foreign Draft or issue a replacement Foreign Draft (the "Replacement Foreign Draft") if the original Foreign Draft and duplicate, if any, are surrendered to U.S. Bank properly endorsed. If the original Foreign Draft is unavailable, Bank will refund the amount of the Foreign Draft or issue a Replacement Foreign Draft in accordance with the terms of the applicable Lost, Stolen or Destroyed Foreign Drafts Affidavit. Any refund shall be at the U.S. dollar equivalent of the amount of the Foreign Draft based upon Bank's buying rate on the date of the refund, and Bank shall deduct from such refund all expenses or fees incurred by Bank or the Drawee Bank in connection with the refund. If Bank determines that there is no ready market for the currency specified in the Foreign Draft, Bank may decline to make such refund unless and until Bank determines such a market exists. Any Replacement Foreign Draft issued shall be priced at the selling rate for the original Foreign Draft.

c. Liability. In addition to liability limitations elsewhere in this Agreement, Bank's liability for any loss or damage shall not exceed the total amount of the fee charged to Customer related to the particular Foreign Draft which gave rise to the loss or damage. Neither Bank nor the Drawee Bank shall be liable for any loss, cost or expenses resulting from the delay in presenting the Foreign Draft for payment or from the refusal or inability of the Drawee Bank to pay the Foreign Draft by reason of any law, decree, moratorium, regulation, compulsion or control of public authority or of domestic or foreign government, de jure or de facto, or any agency thereof, or resulting from declared or undeclared war, censorship, blockade, revolution, insurrection or civil commotion.

d. Drafts; Safekeeping. Bank may deliver to Customer from time to time blank draft forms. Customer shall hold all such draft forms and completed drafts in safekeeping until their use in an authorized transaction by authorized personnel. Customer must destroy all canceled or otherwise used forms and notify Bank in accordance with the procedures.

e. Fees. Customer agrees to pay any service charges incurred by Bank in connection with this service and charges for special services, such as stop payment orders or expenses incurred in attempting to recover the proceeds of erroneously paid Foreign Drafts.

f. Indemnification. Except to the extent caused by Bank's gross negligence or willful misconduct, and except to the extent recovered from the Drawee Bank, the payee or its transferee, Customer shall be liable for and shall indemnify Bank, its directors, officers, employees and agents against any loss, cost or expense (including attorney's fees) arising out of or relating to a Foreign Draft drawn by Customer, including without limitation, the unauthorized completion or use of a Foreign Draft, conversion of a Foreign Draft, regardless of whether the conversion occurs while the Foreign Draft is held by Customer in safekeeping or thereafter, the use of a Foreign Draft for any illegal purpose, the Drawee

Bank's payment of a Foreign Draft to a party other than the payee or an authorized transferee, the placement of a stop payment order, the Drawee Bank's failure to honor a timely stop payment order, the Drawee Bank's failure or refusal to pay the Foreign Draft upon presentment, loss of use of funds while recovering a canceled Foreign Draft, errors in the payment of the Foreign Draft, conditions beyond the reasonable control of Bank, exchange rate fluctuations, the insolvency of the Drawee Bank, foreign exchange disruption or suspension caused by political or economic conditions in the Drawee Bank's country or the United States. In the event of any such loss, cost or expense where recovery may be made against persons in the Drawee Bank's country, Bank will make reasonable efforts to assist Customer in attempting to obtain a recovery from those persons; provided, however, that Customer agrees to pay the expense of such recovery efforts, including attorney's fees, and assumes the risk of loss if the recovery efforts do not succeed. Customer's indemnity obligations shall survive any termination of this Agreement.

6. Funds Transfers. Customer authorizes Bank to execute and charge the designated Customer account(s) for wire transfer payment orders delivered to Bank via USB FX Web. Customer agrees that all such wire transfer payment orders will be governed by the relevant Sections of this Agreement.

7. Representations and Warranties. Customer represents and warrants to Bank as of the date of this Agreement and as of the date of each Trade that: (i) Customer is authorized to enter into this Agreement and any Trade, (ii) the persons entering into the Agreement (and each Trade) on Customer's behalf have been duly authorized to do so, (iii) the Agreement (and each Trade) is binding and enforceable against Customer in accordance with its terms, (iv) no Termination Event has occurred or is continuing and (v) Customer is acting as principal with respect to each Trade.

8. Close-Out Events. Each of the following events shall constitute a close-out event under this Agreement (each a "Close-Out Event"): (i) failure by Customer to pay Bank for any amounts due under this Agreement or any Trade, (ii) any voluntary or involuntary insolvency proceeding (including without limitation any proceeding under any bankruptcy, insolvency or other similar laws governing the operations of Customer) shall have been commenced against Customer, (iii) Customer fails, or is otherwise unable, to pay its debts as they become due, (iv) Customer disaffirms, disclaims or repudiates any Trade, (v) any representation made by Customer under this Agreement shall prove to have been false or misleading in any material way at the time that it was made, (vi) Customer shall be in default of any agreement between Customer and Bank or its subsidiaries or affiliates.

9. Rights Upon Close-Out Event. If a Close-Out Event has occurred, Bank shall have the right to terminate this Agreement and, upon notice to Customer, close out all outstanding Trades on a date specified by Bank (the "Close-Out Date"). In such event, Bank shall liquidate such Trades by calculating in good faith the gain or loss of all Trades as follows: (i) determine the close out amount of each Trade, which shall be equal to the sum of the face value of each Trade in a particular currency with a Settlement Date that is the same or later than the Close-Out Date and the face value of each Trade in the same currency with a Settlement Date prior to the Close-Out Date, plus interest at the overnight LIBOR rate from and including the Settlement Date, but excluding the Close-Out Date, (ii) convert the close out amount of each group of like currency Trades into United States Dollars at the rate of exchange at which, at the time of the calculation, Bank may buy U.S. Dollars with or against currency of each closed out Trade and (iii) determine for each Trade the sums that would have been owed by Customer to Bank and the sums that would be owed by Bank to Customer (adjusted to present value by discounting the gain or loss at overnight LIBOR from and including the Settlement Date, but excluding the Close-Out Date). The preceding amounts shall be aggregated, so that all such amounts are netted into a single liquidated amount payable to or by Bank. Customer shall pay on demand any amounts owing to Bank pursuant to this section and Bank's calculations shall be conclusively binding against Customer, absent manifest error.

B. FOREIGN CURRENCY ACCOUNTS

1. Introduction. If requested by Customer and agreed to by Bank, Customer may open a Foreign Currency Account ("FCA") at either U.S. Bank National Association ("Standard FCA") or U.S. Bank National Association, Cayman Branch ("Cayman FCA").

2. Permitted Deposits. Bank may accept the following for deposit into a FCA:

- a. Proceeds of matured foreign exchange purchase contracts;
- b. Proceeds of foreign currency denominated letters of credit or collection;
- c. Incoming international funds transfers;
- d. Proceeds of loan disbursements; or
- e. Checks and other items subject to collection may not be available until funds are received by Bank.

Bank will not accept currency or coin for deposit into a FCA. Deposits not specifically enumerated above may be allowed if agreed to by Bank in writing. Only collected and verified funds can be deposited into a FCA, whereupon funds will be immediately available for withdrawal or transfer by Customer.

3. Withdrawals. Customer can make withdrawals out of a FCA in the following ways:

- a. Settlement of a foreign currency exchange sale contract;
- b. Negotiation of foreign currency denominated letters of credit or collection;
- c. Outgoing international funds transfers by wires initiated in accordance with Bank procedures; or
- d. Payment of a foreign currency loan.

Each of these methods of making a withdrawal will result in an immediate debit to the FCA for the entire amount Customer has elected to withdraw from such FCA.

4. Interest. Interest rates offered on Standard FCAs and Cayman FCAs are determined in Bank's discretion based on the applicable currency. Such interest rates may be set at zero or at a negative interest rate. Interest is calculated based on the average daily balance method. The average daily balance method is an annualized rate that reflects the relationship between the amount of interest each fiscal month and the average daily balance in the account for such fiscal month.

5. Denomination. Customer will elect the denomination of each FCA on a separate account opening document. Transfers of funds into and out of a FCA in the currency in which that particular FCA is denominated will be made without regard to the equivalent value of that sum of foreign currency in U.S. Dollars or other foreign currencies. Transfers of funds into and out of a FCA in a currency other than the currency in which that particular FCA is denominated may be accommodated by the Bank in its discretion. Such transfers will be made at the prevailing exchange rate determined by Bank.

6. Non-Business Days. In addition to Non-Business Days specified in the Agreement, there will occasionally be other days on which Bank cannot process or complete a transaction due to holidays in foreign countries (including, but not limited to, Cayman Island holidays with respect to Cayman FCAs).

7. Other Terms. Bank may refuse a deposit, limit the amount which Customer may deposit, return all or any part of a deposit, or require that Customer close a FCA at any time. Bank may also close a FCA without prior notice and remit to Customer any balance remaining after taking into account all pending debits and charges against such FCA..

8. Foreign Currency Account Risks. Investing in any currency other than the base currency of the Customer carries risk. The value of the balances in such accounts may be significantly affected by changes in currency exchange rates. Some other risks of maintaining foreign currency balances include, but are not limited to: the effects of a different economic system in a foreign country, future political and economic developments, possible imposition of exchange controls or

other government restrictions, and with respect to certain countries, the possibility of expropriation or confiscatory taxation, political or social instability, or diplomatic developments which could adversely affect the value of the currency. Should Bank's balances in a foreign country become blocked or withdrawals by Bank become otherwise restricted, Customer's funds in the FCA will likewise be blocked or otherwise restricted.

WHILE DEPOSITS IN STANDARD FCAS MAY BE INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") UP TO A MAXIMUM AMOUNT ALLOWED BY LAW, CUSTOMER IS NOT PROTECTED BY BANK AGAINST FOREIGN CURRENCY EXCHANGE RATE FLUCTUATIONS OR FROM INABILITY TO ACCESS FUNDS FROM FOREIGN REGULATIONS BY THE FDIC INSURANCE, OR ANY OTHER INSURANCE OR GUARANTY PROGRAM. CUSTOMER ASSUMES ALL RISK OF LOSS ARISING FROM ANY ACTION TAKEN WITH RESPECT TO THE CAYMAN FCAs BY THE GOVERNMENT OF THE CAYMAN ISLANDS OR ANY SOVEREIGN OR MILITARY POWER (DE FACTO OR DE JURE). IN THE UNLIKELY EVENT OF BANK FAILURE, THE BALANCES RESIDING IN CUSTOMER'S CAYMAN FCA WILL NOT BE DEEMED "DEPOSITS" UNDER RULES PROMULGATED BY THE FDIC AND WILL THEREFORE NOT BE INSURED BY THE FDIC. CUSTOMER'S CLAIM FOR FUNDS HELD IN THE CAYMAN FCA WILL BE TREATED AS UNSECURED GENERAL CREDITOR CLAIMS.

9. Limitations on Liability.

In addition to other limitations on liability set forth in this Agreement, Customer expressly releases and holds harmless Bank, and its affiliates, agents and employees, from any liability, loss, damage or claim related to currency exchange rates or fluctuations in value of the currency in which the applicable FCA is denominated with respect to the U.S. Dollar and other currencies. Customer hereby assume all risks related to currency exchange rates and fluctuations in currency values, including that the foreign currency in a FCA might be worthless, in U.S. Dollars or other foreign currencies, than the U.S. Dollar or other foreign currency equivalent of such funds at the time deposited into the FCA. Bank makes no warranty and no representation about the value of any FCA balance at any time.

VI. TERMS APPLICABLE TO SPECIFIC MONEY CENTER AND SAFEKEEPING SERVICES

The following are additional terms and conditions applicable to specific Money Center and Safekeeping Services offered by Bank. Bank may change the number or type of Services offered at any time. Customer shall not be bound by the terms and conditions for the specific Services described in this Section VI to the extent Customer is not using such Service(s).

A. INVESTMENT AND DEPOSITORY SERVICES

From time to time, Customer may purchase through or from and/or sell to or through Bank certain Securities (defined below), or may make Time Deposits (defined below) at Bank through Bank's Money Center Department (the "Money Center Department"). All such transactions shall be effected upon the following terms and conditions.

1. Definitions.

a. "Securities" means all bankers' acceptances, certificates of deposit issued by financial institutions other than Bank, commercial paper, government securities as defined by the Securities Exchange Act of 1934 ("Act"), municipal securities (as defined by the Act), securities sold subject to repurchase agreements, and all other investment securities or products now or hereafter offered by Bank to Customer, other than Time Deposits.

b. "Time Deposit" means any time deposit now or hereafter maintained by Bank for Customer through the Money Center Department.

c. "Confirmation" means the confirmation statement described in paragraph 6 of this Section VI(A) below.

d. "Settlement Account" means any settlement account designated by Customer in a written notice delivered to Bank.

e. "Variable Debit" means the amount by which a debit to a Settlement Account differs from the amount of the immediately preceding debit.

2. Capacity of Bank; Compensation.

a. In General. In any transaction governed by this Section VI(A), Bank may be acting as principal, riskless principal, or agent. Bank's capacity in any transaction involving Securities is indicated on the Confirmation.

b. Transactions as Principal. When acting as a principal in transactions involving Securities, Bank will either buy Securities for its own account or sell for its own account Securities owned by Bank, whether such Securities are bought before or after receiving Customer's order. In such transactions, Bank's compensation, if any, is reflected in the price at which Bank buys and sells the Securities.

c. Transactions as Riskless Principal. When acting as a riskless principal in transactions involving Securities, Bank will, after receiving an order to buy or sell Securities from Customer, buy or sell Securities for its own account to offset a contemporaneous sale to or purchase from Customer. In such transactions Bank's compensation, if any, is reflected in the price at which Bank buys and sells the Securities.

d. Transactions as Agent. When acting as Customer's agent, Bank will buy or sell Securities solely for Customer's account. In such transactions, Bank's compensation due from Customer, if any, is the amount of agency service charge indicated on the Confirmation.

e. Additional Fees. In addition to compensation received as a principal, riskless principal, or an agent, Bank (and the financial institution maintaining the Settlement Account, if other than Bank) may charge additional fees for services related to a transaction as specified in the current fee schedule as provided to Customer, which may be amended from time to time upon notice to Customer.

f. Other Compensation. Bank shall not be prohibited from contracting for and receiving a fee or other compensation from any other party in connection with any transaction hereunder, and any such fee or compensation from such other party shall be in addition to, and shall not be applied as a reduction of, any fee or compensation due from Customer to Bank. Such additional compensation may include, without limitation, applicable advisory, custodial, distribution and/or shareholder service fees (which may be paid as 12b-1 service fees) that Bank or its

affiliates may receive from various mutual funds and/or mutual fund service providers, based upon moneys invested in the funds, and Customer acknowledges that those fees may be paid to Bank for such services.

3. **Transaction Requests.** Each transaction will be made pursuant to Customer's verbal or written request, or electronically via a trading system provided or approved by Bank. Customer may give written instructions to Bank via email by sending such instructions to Bank's email address of record, in accordance with the delivery requirements of this Section VI(A), as designated from time to time by Bank. In the event transaction requests are submitted to Bank via email, Bank is authorized to act upon any such transaction request received immediately upon receipt thereof. Bank is under no obligation to deliver to Customer acknowledgement that it has received Customer's transaction request received via email. Bank may reject, refuse to honor, or reverse all or any portion of any transaction request with or without notice. All claims against Bank for failure to properly follow the instructions of Customer must be made within sixty (60) days from the date on which the instructions were received by Bank or such claims are expressly waived by Customer. Customer acknowledges that with respect to certain money market, mutual fund or other similar investments that Customer may acquire through Bank, such funds may from time to time have an ownership interest in securities issued by Bank or its affiliates. If on or before the settlement date, Customer fails to pay in full for any security purchased or fails to deliver security sold, Bank is authorized in its discretion and without notice or demand to take any one or more of the following actions: cancel the transaction; sell the securities covered thereby; "buy-in" securities or other property required to make delivery; charge Customer's Settlement Account for the amount due; hold Customer liable for any resulting loss, including but not limited to, the interest cost to carry any securities purchased; or impose fees.

4. **Settlement Account.** Unless otherwise specified, Customer unconditionally authorizes, empowers, and directs Bank (and any financial institution maintaining the Settlement Account) to: (i) debit the Settlement Account on the settlement date indicated on the Confirmation for the full amount of each transaction effected under this Section VI(A) (including all fees and charges payable hereunder), notwithstanding that such debit may cause the Settlement Account to be overdrawn; and (ii) credit the Settlement Account with interest payments, maturity payments or other appropriate payments. Customer represents that no party other than the individuals designated from time to time by Customer to Bank as having such authority is required to authorize the Money Center Department to debit or credit the Settlement Account. Customer authorizes the financial institution maintaining the Settlement Account to accept debit and credit entries to the Settlement Account until this authorization is cancelled in writing through written notification of its termination in sufficient time and in such manner as to allow the financial institution maintaining the Settlement Account and the Money Center reasonable opportunity to act on it. If Customer is a consumer, Customer acknowledges that it has the right to receive notice from the Money Center Department of a Variable Debit (as defined above) 10 days prior to such debit, however, Customer hereby elects not to receive such notice when the Variable Debit is between \$1 and \$100,000,000.

5. **Delivery.** Pursuant to instructions given in a manner consistent with paragraph 3 of this Section VI(A), Customer shall direct the delivery of any Securities purchased hereunder to any account set forth in such instructions, which account may be a safekeeping account maintained at Bank, in which case such Securities will be held in accordance with the Safekeeping Terms And Conditions set forth in Section VI(B) below. If Customer shall otherwise direct the delivery of any Securities that are being sold by Bank subject to a repurchase agreement, Bank shall have the right to require that such Securities be delivered to a third-party bailee selected by Bank to hold such Securities, subject to the rights and obligations of Customer and Bank hereunder. With respect to Time Deposits, Bank will issue no certificate, passbook, or any other evidence of deposit except for the Confirmation.

6. **Confirmation Statements.** Promptly after effecting any transaction pursuant to this Section VI(A), Bank will deliver to Customer (via mail, fax, email, or other electronic means, including without limitation posting to a password protected website) a confirmation statement (the "Confirmation") which shall identify Bank and Customer and specify the trade and settlement dates of the transaction, the issuer and par amount

of any Securities or the principal amount of any Time Deposit, the interest rate or discount rate applicable to any Securities or Time Deposit, the maturity date of the transaction, the capacity of Bank as principal, riskless principal or agent, any terms and information required by applicable law, and any other terms and information which Bank may include at its sole and absolute discretion. The information contained on the Confirmation shall be considered true and correct and conclusively binding upon Customer unless Customer notifies Bank of any error therein within three (3) business days after the date the Confirmation is deemed as delivered to Customer pursuant to paragraph 14 of this Section VI(A) below.

7. Disclosures, Notices and Other Account Information. All disclosures, notices and other Customer account information from Bank may be delivered to Customer in electronic form (including, without limitation posting to a password protected website) to the extent Customer elects to receive such information through electronic delivery, subject to the Terms and Conditions of Electronic Delivery set forth in Section VI(C) below. Customer agrees that sending information in this manner will constitute good and effective delivery of the information to Customer, regardless of whether Customer actually accesses the website or other electronic medium containing the information.

8. No Representation or Warranty. Customer acknowledges and agrees that Bank makes no representation or warranty, express or implied, with respect to the validity, enforceability, collectability, or investment quality of any Securities sold hereunder.

9. Interest on Time Deposits. All Time Deposits will earn interest from the date of deposit until their respective maturity dates computed at the rate and in the manner established by Bank from time to time. Bank will advise Customer of the applicable interest rate at the time that the request for the Time Deposit is made.

10. Early Withdrawal of Time Deposits. Customer agrees that each Time Deposit will remain on deposit with Bank until the maturity date thereof. A penalty may be imposed if Customer withdraws the principal of any Time Deposit before the maturity date thereof. The amount of such penalty will be specified in the current fee schedule, which may be amended from time to time.

11. Repurchase Transactions. Customer shall not be entitled to purchase any Securities which are government securities, subject to Bank's agreement to repurchase, and to be held by Bank for the account of Customer, unless Customer shall first have executed and delivered to Bank a written repurchase agreement, in substance satisfactory to Bank, governing such repurchase transaction. In the event of any conflict between the terms of such written repurchase agreement and the terms of this Section VI(A), the terms of such written repurchase agreement shall control.

12. Joint Accounts. In the event that any account opened hereunder is a joint account for more than one Customer (each such Customer hereafter called a "Co-Tenant"), all Co-Tenants jointly and severally agree that any one Co-Tenant shall have authority on behalf of the joint account (i) to buy, sell, and otherwise deal in Securities at Bank and to establish Time Deposits at Bank through Bank; (ii) to receive on behalf of such joint account Confirmations and all other demands, notices, reports, statements of account and communications of every kind; and (iii) to deal with Bank on behalf of such joint account as fully and completely as if such Co-Tenant alone were interested therein, all without notice to the other Co-Tenant(s). Bank is authorized to follow the instructions of any Co-Tenant given in accordance with paragraph 3 of this Section VI(A) in every respect concerning such joint account and is under no duty to inquire into the purpose or propriety of any such instruction. The liability of each Co-Tenant with respect to such joint account shall be joint and several. Any notice sent to one Co-Tenant shall be deemed to be notice to all Co-Tenants. If conflicting instructions are received from a Co-Tenant (whether one or more), Bank may, at its sole and absolute discretion, take any of the following actions: (a) choose which instructions to follow and which to disregard; (b) suspend all action in the account until written instruction signed by all owners is received; (c) close the account and deliver all securities and other property, net of debits or liabilities, to the address of record; and/or (d) take other appropriate legal action.

13. Amendment; Termination. Notwithstanding the provisions set forth in paragraph 28 of Section II above, Bank may amend the terms set forth in this Section VI at any time in any respect, effective upon thirty (30) days prior notice to Customer and Customer or Bank may terminate the Service(s) described in this Section VI at any time effective upon notice to the other party. If any Service described in this Section VI is terminated for any reason, Customer will continue to be responsible for any obligation incurred by Customer prior to termination.

14. Notices. All Confirmations, notices, or other disclosures or communications from Bank to Customer shall be deemed delivered upon transmission of fax, email, or other electronic communication to Customer or upon five (5) business days after the date of deposit in the United States mail, postage prepaid, and addressed to the mailing or email address provided to Bank. All written confirmations, notices, instructions, or other communications from Customer to Bank shall be sent to the attention of Customer's Money Center Department representative at such address designated by Bank from time to time.

15. No Investment Advice. Customer acknowledges that Bank will not provide supervision, recommendations or advice to Customer in connection with the investment, purchase, sale, retention, or other disposition of any Securities.

16. ERISA. If assets of an employee benefit plan subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), are intended to be deposited, invested or used by Customer in a transaction under this Section VI(A), Customer shall notify Bank prior to effecting that deposit, investment or transaction and will provide Bank with any additional information as Bank may reasonably request. Customer represents and warrants to Bank that any deposit, investment, or transaction pursuant to this Section VI(A) shall not result in a prohibited transaction under ERISA or shall otherwise be exempt, and Customer further agrees to indemnify and hold Bank harmless from any loss or claim arising therefrom.

B. SAFEKEEPING TERMS AND CONDITIONS

From time to time, Customer may open a safekeeping account or accounts through Bank's Safekeeping Department (the "Safekeeping Department") to hold Securities, including Securities purchased to or through the Money Center, and Bank and Customer agree that such accounts and any Securities held therein will be subject to the following terms and conditions.

1. Custody of Securities. Bank agrees to hold and keep as custodian hereunder all securities that Bank has agreed to accept for the account of Customer ("Safekept Securities") and to deliver such Safekept Securities as Customer directs pursuant to the terms and conditions as described below. Bank in its discretion may refuse to accept any security for safekeeping and in any case will not accept any security for safekeeping unless it is fully paid for or good funds are available to Bank to pay for any such unpaid security.

2. Customer Instructions. Bank is authorized to accept, act upon and rely upon all written instructions given by Customer or those Authorized Users designated from time to time by Customer to Bank as having such authority as provided in accordance with this Agreement. Customer hereby represents and warrants that each Authorized User is authorized to give instructions to Bank. Customer may give written instructions to Bank via email by sending such instructions to Bank's email address of record (as may be designated from time to time by Bank) and Bank is authorized to act upon any such transaction request received immediately upon receipt thereof. Bank is under no obligation to deliver to Customer acknowledgement that it has received such instructions via email. Bank shall not be liable in any manner if it executes any oral or written instruction that comes from Customer or its Authorized User. All claims for failure to properly follow the instructions of Customer or the Authorized User must be made within thirty (30) days from the date on which the instructions were received by Bank or such claims are expressly waived by Customer.

3. Securityholder Information. Unless otherwise required by law or pursuant to written instructions, in no event shall Bank be responsible to take any action concerning any puts, calls, conversions, exchanges, reorganizations, offers, tenders or other corporate actions or similar matters relating to Safekept Securities other than to forward to Customer or its Authorized User all information received by Bank relating to any such transaction. Customer agrees that its instructions to Bank with respect to any such actions shall be in writing and delivered to Bank within sufficient time for Bank to act thereon if any action is required. Bank shall forward to Customer at Customer's address so provided to Bank any proxies, financial statements or written notices received by Bank relating to Safekept Securities held on behalf of Customer. All proxies and proxy material received by Bank relating to Safekept Securities are to be voted by Customer or per Customer's timely written instructions to Bank. Safekept Securities called for redemption prior to maturity will be presented for payment provided the trustee gives Bank adequate notice of redemption. Should any Safekept Security be called for partial redemption by the issuer of such security, Bank is authorized to accept the allocation applied by any central depository. If Bank has to allocate any redemption among its accounts, Bank shall allot the redemption proceeds in any manner it deems fair and equitable in its sole discretion.

4. Registration and Third Party Depositories. Bank shall register Safekept Securities in nominee name, and may from time to time change the registration of Safekept Securities from nominee name to Customer's name or vice versa; provided that Customer timely completes any necessary documentation provided by Bank to change the registration of the Safekept Securities. Safekept Securities held in nominee name may be deposited with The Depository Trust Company or other third party depository acceptable to Bank. Securities that are depository eligible will be held at the depository in the depositor's nominee name.

5. Collection of Income and Principal. Bank shall collect and receive the interest, principal and other income payable in connection with the Safekept Securities and shall pay any amounts so collected or received to, or credit the account of, Customer so specified to Bank or any other settlement account subsequently designated by Customer to Bank (the "Settlement Account"). Bank shall not be obligated (a) to pay to or credit the account of Customer with any payment of interest, principal or other income until Bank receives such payment in immediately available funds,

or (b) to institute or participate in any collection proceedings or other proceedings to enforce Customer's rights relative to any Safekept Securities or to pursue any remedies on behalf of Customer. Bank is authorized to sign on behalf of Customer any declarations, affidavits, certificates of ownership or other documents relating to securities held by Bank in nominee name that are now or may hereafter be required with respect to all coupons, registered interest, dividends or other income.

6. Settlement Account. Unless otherwise specified, Customer unconditionally authorizes, empowers, and directs Bank (and any financial institution maintaining the Settlement Account) to (i) debit the Settlement Account on the settlement date indicated on the confirmation for the full amount of each transaction effected under this Section VI(B) (including all fees and charges payable hereunder), notwithstanding that such debit may cause the Settlement Account to be overdrawn and (ii) credit the Settlement Account with interest payments, maturity payments or other appropriate payments. Customer represents that no party other than those individuals so designated from time to time as having such authority is required to authorize the Safekeeping Department to debit or credit the Settlement Account. Customer authorizes the financial institution maintaining the Settlement Account to accept debit and credit entries to the Settlement Account until this authorization is cancelled in writing through written notification of its termination in sufficient time and in such manner as to allow the financial institution maintaining the Settlement Account and the Safekeeping Department reasonable opportunity to act on it. If Customer is a consumer, Customer acknowledges that it has the right to receive notice from the Safekeeping Department of a Variable Debit (as defined below) 10 days prior to such debit, however, Customer hereby elects not to receive such notice when the Variable Debit is between \$1 and \$100,000,000. "Variable Debit" means the amount by which a debit to a Settlement Account differs from the amount of the immediately preceding debit.

7. Return of Payments. Customer will repay Bank, or Bank may credit Customer's Settlement Account, in the event that for any reason: (i) Bank is required to return to the issuer or to a third party any payments; (ii) Bank fails to receive from the issuer or appropriate other party a payment Bank paid to Customer in respect of Safekept Securities; or (iii) Bank must return to the issuer or appropriate other party a payment Bank paid to Customer in respect of Safekept Securities.

8. Receipt and Delivery of Securities. Bank shall not be liable or responsible for or on account of any act or omission of any broker or other Agent designated by Customer or, in the absence of such designation, selected by Bank to receive or deliver Securities for the account of Customer.

9. Withdrawal of Securities. Any and all Safekept Securities may be withdrawn from Bank at any time upon a written order or receipt signed by Customer or its Authorized User. Withdrawal or delivery of securities is subject to availability (e.g., among other reasons, securities involved in a corporate action or in frozen status, restricted securities, or pledged securities may not be available for withdrawal or delivery).

10. No Investment Advice. Customer acknowledges that Bank will not provide supervision, recommendations or advice to Customer in connection with the investment, purchase, sale, retention or other disposition of the Safekept Securities.

11. Standard of Care. Bank shall use reasonable care in carrying out its duties under this Section VI(B). For purposes of this Section VI(B), "reasonable care" shall mean the same degree of care and protection that Bank gives to its own property. Customer shall indemnify and hold harmless Bank, its directors, officers, employees and agents, for and against all claims, losses, liabilities and expenses of any nature or kind, including, without limitation, Bank's reasonable legal fees and any and all expenses arising from any claim of any party resulting from any actions taken by Bank pursuant to this Section VI(B). Bank shall not be liable, directly or indirectly, for any damages or expenses arising out of the services Bank provides in accordance with this Section VI(B) except where Bank fails to act in good faith or in accordance with reasonable commercial standards of banking business. In no event shall Bank be liable for special, consequential or punitive damages even when Bank has been advised of the possibility of such damages.

12. Fees and Expenses. Customer shall pay to Bank such fees as shown on the current fee schedule, which may be amended from time to

time by Bank. If the fee schedule is amended, the amended fees will apply to any Safekept Securities being held in safekeeping at that time. In addition, Customer shall reimburse Bank for its commercially reasonable out-of-pocket expenses, including, but not limited to: postage, insurance, registration fees, wire fees, and other fees incurred by Bank in connection with the Safekept Securities and its services provided under this Section VI. If Customer fails to pay Bank any sums due under this Section VI within 30 days after a written late notice is sent to Customer by Bank, Bank shall be entitled to exercise any one or more of the following options:

- a. to offset any sums due against any funds of Customer on deposit with Bank;
- b. to offset any sums due against any interest, principal or other income received or to be received for Customer's safekeeping account or accounts maintained pursuant to this Agreement;
- c. to terminate this Agreement and return the Safekept Securities to Customer at Customer's expense; and
- d. to avail itself of any other remedy it may have in law or in equity.

13. Record and Taxes. Bank shall maintain records of Customer's account and provide Customer with a Confirmation/Custody Receipt for all Safekept Securities following delivery to Bank and periodic statements of Safekept Securities on deposit with Bank. Bank will also send to Customer such notices and reports required by law. Customer understands and agrees that it is Customer's obligation to prepare and file all required tax returns and to pay all taxes due on any income Bank collects for Customer.

14. Subaccounts. If Customer notifies Bank that Customer's account is a master account for multiple underlying accounts (the "Subaccounts") of Customer's customers or other parties, the underlying owners of the Subaccounts shall not be deemed as third-party beneficiaries under this Safekeeping Agreement and Bank shall have no duties or obligations to those parties. Bank will conduct tax reporting as if Customer, and not Bank, was the applicable payor of the Subaccounts and Customer will be responsible for all fees and penalties imposed by relevant taxing authorities due to inaccurate reporting.

15. Amendment or Termination of Services.

a. Except as provided in paragraph 12 of this Section VI(B), the provisions of this Section VI(B) may be amended only by written amendment executed by both Customer and Bank; provided, however, that the terms of this Section VI(B) may also be amended by Bank if Bank gives written notification of such amendment to Customer and Customer does not terminate its use of Services described in this Section VI(B) within 30 days of such notification. Customer agrees that failure to so terminate such Services constitute consent to such amendment. The Services provided pursuant to this Section VI(B) may be terminated at any time either by Customer or by Bank upon written notification to the other, whereupon all Safekept Securities shall be delivered or surrendered to Customer upon a written order or receipt signed by Customer or its Authorized User; provided, however, that Bank may offset any sums due Bank as provided in paragraph 12 of this Section VI(B). Such delivery and the termination of Services shall release Bank from all further liability and responsibility under this Section VI(B).

b. The provisions of this Section VI(B) shall be continuous and shall survive any temporary or intermittent closing of any safekeeping accounts with Bank, and shall replace and substitute any prior agreement regarding the subject matter hereof between Bank and Customer despite language in such prior agreement that such prior agreement was continuous.

c. The provisions of this Section VI(B) or any of Bank's rights and obligations hereunder shall be assignable by Bank to any entity affiliated by common control with Bank or to any successor of Bank upon merger, consolidation, reorganization or otherwise. This Agreement shall not be assignable by Customer. The provisions of this Section VI(B) shall inure to the benefit of and be binding upon Bank, its successors and assigns and Customer, his/her heirs, administrators, executors, successors and assigns.

16. Written Confirmation, Notices, Instructions and Other Communications. All Confirmations, notices, or other disclosures or communications from Bank to Customer shall be deemed delivered upon transmission of fax, email, or other electronic communication to Customer or upon five (5) business days after the date of deposit in the United States mail, postage prepaid, and addressed to the mailing or email address provided to Bank. All written confirmations, notices, instructions, or other communications from Customer to Bank shall be sent to the attention of Customer's Safekeeping representative at such address designated by Bank from time to time.

C. TERMS AND CONDITIONS FOR ELECTRONIC DELIVERY

The following sets forth the terms and conditions of use of Bank's electronic delivery and notification service (the "Electronic Delivery Service") in connection with account(s) with the Money Center Department or Safekeeping Department.

The Electronic Delivery Service described in this Section VI(C) shall constitute an Internet Service as defined in Section III of this Agreement and shall be subject to the terms set forth therein, as well as any other agreements between Customer and Bank and any applicable laws or regulations. If there is a conflict between the terms and conditions set forth in this Section VI(C) and the terms and conditions of any other section of this Agreement or any other agreement between you and us as they relate to the Electronic Delivery Service, the terms and conditions set forth herein will control.

1. Electronic Delivery of Documents. Customer may elect to receive Account Communications (defined below) related to your account(s) electronically. All Account Communications will be delivered electronically by posting to Bank's password protected website designated for Customer's account(s) or, at Bank's election, delivered via electronic mail to the email address provided by Customer to Bank. "Account Communications" include, without limitation, all current and future account statements, trade confirmations, security notices, maturity notices, prospectuses, offering and disclosure documents, shareholder communications (such as quarterly, semi-annual and annual reports, proxy statements, etc.), regulatory communications and other information, documents, data, notices and records regarding Customer's account(s) with Bank. Bank may, from time to time, designate additional Account Communications that are then eligible for electronic delivery through the Electronic Delivery Service, the delivery of which will then be subject to these terms and conditions. From time to time, Bank may add to, modify or delete any feature of the Electronic Delivery Service or Account Communications eligible for delivery through the Electronic Delivery Service at its sole discretion. Customer acknowledges and agrees that by being enrolled in the Electronic Delivery Service, Customer will no longer receive Account Communications by mail that is otherwise available for delivery as part of the Electronic Delivery Service.

2. Accessing Account Communications. Bank will notify Customer via email when Account Communications are posted. Bank may also provide, in its sole and absolute discretion, Account Communications directly via email. Customer may access all Account Communications for at least thirty days from the date of initial posting. Customer acknowledges and agrees that all Account Communications will be deemed to constitute good and effective delivery to Customer upon posting, regardless of whether Customer actually or timely receives or accesses the Account Information, or if Account Communications are delivered directly to Customer via email, when so delivered.

3. Changes in Delivery Method. Customer must notify Bank if it wishes to discontinue the Electronic Delivery Service. Following Bank's receipt of such notice and after Bank has a reasonable opportunity to act on such notice, Customer will thereafter begin to receive mailed Account Communications beginning with your next statement cycle and/or mailed confirmation statements.

4. Reporting Unauthorized Transactions or Erroneous Statements. Customer agrees to promptly and carefully review all Account Communications as and when delivered and notify Bank via telephone within three business (3) days of delivery (unless otherwise expressly provided for in the applicable customer agreement or safekeeping agreement) if Customer objects to the information provided. Absent such timely objection, Bank shall treat such information as accurate and conclusive.

5. Third Party Services. Customer acknowledges and agrees that receipt of email notifications when Account Communications are posted may be delayed, or prevented by factors affecting Customer's or Bank's Internet service provider(s), phone operator(s), and such other similar entity ("Third Party Service Providers"). Bank makes no representations or warranties whatsoever with regard to the products and services offered by such Third Party Service Providers and shall not be liable for any loss caused, in whole or in part, by a Third Party Service Provider.

6. International Use. Bank makes no representations or warranties that any content or use of the Electronic Delivery Service is appropriate or

available for use in locations outside the United States and accessing the Electronic Delivery Services from territories where its contents or use is illegal and is prohibited by Bank. If Customer accesses the Electronic Delivery Service from locations outside the United States, Customer does so at its own risk. Customer is responsible for compliance with all local laws.

7. Proprietary Rights; Materials; Trademarks. All content included or available through the Electronic Delivery Service (other than Customer's account information), such as advertisements, text, graphics, logos, button icons, images, audio clips and software, is the property of Bank and/or third parties and is protected by copyrights, trademarks or other intellectual property rights. The compilation (meaning the collection, arrangements and assembly) of all content on the Electronic Delivery Service is the exclusive property of Bank and/or its licensors and is protected by copyrights or other intellectual property rights. The trademarks, logos, and service marks displayed on the Electronic Delivery Service (collectively, "Trademarks") are the registered and unregistered Trademarks of Bank or third parties. Under no circumstances may Customer use, copy, alter, modify or change these Trademarks. Nothing contained on the Electronic Delivery Service should be construed as granting by implication or otherwise any license or right to use any Trademark without the express written permission of Bank or the third party that has rights to such Trademark, as the case may be.

Your Deposit Account Agreement

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General Terms & Conditions

Electronic Transfers

Funds Availability

Safe Deposit Box Lease Agreement

U.S. Bank Consumer Reserve Line Agreement

U.S. Bank Business Reserve Line Agreement

Effective May 16th, 2016

Member FDIC



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TERMS APPLICABLE TO ALL DEPOSIT ACCOUNTS

THIS IS AN AGREEMENT

Welcome to U.S. Bank and thank you for opening an account with us. This booklet provides the general rules that apply to the account(s) you have with **U.S. Bank**. Additional rules will be provided in:

1. disclosures we give you when you open your account (for example our *Consumer Pricing Information and Business Pricing Information* brochure) and other fee disclosures;
2. disclosures we give to you when you use additional products and services (for example our *Online Banking and Mobile Financial Services Agreement*);
3. periodic statements;
4. user guides;
5. Consumer Privacy Pledge brochure;
6. any appropriate means such as direct mail and notices on or with your statement, including statements delivered electronically; and
7. disclosures we give you about ATM and Debit Card Overdraft Coverage (applicable to certain consumer accounts, refer to the Insufficient Funds and Overdrafts section on page 6 for details).

These things, together, are an agreement between you and **U.S. Bank**.

Please read this carefully and retain it for future reference. This brochure is revised periodically, so it may include changes from earlier versions.

By providing a written or electronic signature on a signature card or other agreement or contract, opening, or continuing to hold an account with us, you agree to the most recent version of this Agreement, which is available to you at your local U.S. Bank branch, at www.usbank.com, or by calling U.S. Bank 24-Hour Banking at a number listed on the last page of this booklet.

This Agreement represents the sole and exclusive agreement between you and us regarding the subject matter described herein and supersedes all previous and contemporaneous written or oral agreements and understandings. If there is a conflict between this Agreement and the terms of any other disclosure or agreement regarding your deposit account(s), this Agreement will control in resolving those inconsistencies. While we may permit limited variations to this Agreement, such variations must be in writing either on the signature card for your account or in some other document.

If you have any questions, please call us. Our most commonly used phone numbers are printed on the back of this booklet.

DEFINITIONS

The following definitions apply in this Agreement except to the extent any term is separately defined for purposes of a specific section. The words “**we**,” “**our**,” and “**us**” mean **U.S. Bank National Association (“U.S. Bank”)**. We are a national bank. We are owned by **U.S. Bancorp**.

U.S. Bancorp and U.S. Bank own or control other companies, directly and indirectly. The members of this family of companies are our “**affiliates**.”

The words “**you**” and “**your**” mean each account owner and anyone else with authority to deposit, withdraw, or exercise control over an account. If there is more than one owner, then these words mean each account owner separately, and all account owners jointly.

The term “**account**” means any savings, transaction (for example, checking, Consumer Now Account), and time deposit (for example, certificate of deposit or CD) account or other type of account you have with us, wherever held or maintained.

An “**owner**” is one who has the power to deal with an account in his, her or its own name. An “**agent**,” in contrast, is one whose power to withdraw from an account comes from, or is on behalf of, the owners. Authorized signers, designated corporate officers, trustees, attorneys-in-fact, and convenience signers are examples of agents.

Entities such as corporations, limited liability companies, partnerships, estates, conservatorships, and trusts are not natural persons, and can only act through agents. In such cases, it is the “**entity**” that is the owner.

“**Personal accounts**” are accounts in the names of natural persons (individuals). They are to be distinguished from “**non-personal accounts**” which are accounts in the name of corporations, partnerships, trusts and other entities.

Except where it is clearly inappropriate, words and phrases used in this document should be interpreted so the singular includes the plural and the plural includes the singular.

CELLULAR PHONE CONTACT POLICY

By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications—including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an

automatic telephone dialing system—from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

MONITORING AND RECORDING COMMUNICATIONS

You acknowledge and agree that we, or anyone acting on our behalf, may monitor and/or record any communication between you and us, or anyone acting on our behalf, for quality control and other purposes. You also acknowledge and agree that this monitoring or recording may be done without any further notice to you. The communication that may be monitored or recorded includes telephone calls, cellular or mobile phone calls, electronic mail messages, text messages, instant or live chat, or any other communications in any form.

WAIVERS AND PRECEDENTS

Our Agreement with you gives us rights and duties. If we don't take advantage of all our rights all the time that does not mean we lose them. For example:

- if we make funds available to you for withdrawal ahead of schedule, that does not mean we have to do it again.
- if we pay a check that is more than your account balance, that does not mean we have to do it again.

CUSTOMER IDENTIFICATION PROGRAM NOTICE

(USA PATRIOT ACT)

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you

When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see other identifying documents like a driver's license or documents showing your existence as a legal entity.

Existing customers

Even if you have been a customer of ours for many years, we may ask you to provide this kind of information and documentation because we may not have collected it from you in the past or we may need to update our records.

Failure to Provide Information

If, for any reason, any owner is unable to provide the information necessary to verify their identity, their account(s) may be blocked or closed, which may result in additional fees assessed to the account(s).

OWNER'S AUTHORITY

Each owner of a personal account, or an agent for a non-personal account, acting alone, has the power to perform all the transactions available to the account. For example, each owner can:

1. make withdrawals by whatever means are available for the account;
2. make deposits by whatever means are allowed for the account;
3. obtain and release information about the account;
4. sign or authenticate any document in connection with the account (for example, an owner can endorse a check payable to a co-owner for deposit to a joint account); and
5. give rights to others to access the account (for example, any owner could grant a power of attorney to have access to the account).

In addition, if you share ownership of an account with someone else (for example, you have a joint or multi-party account), then each of you can endorse items for deposit to the account on behalf of another owner. If there is shared ownership of an account, it is the intention of all owners that each of you has complete and separate access and withdrawal rights to all the funds in the account irrespective of who had deposited the funds in the account.

AUTHORIZED ACCESS AND POWER OF ATTORNEY

Each owner of your account is independently permitted to authorize someone else to access your account. For example, the following persons will have access to your account:

1. Any person listed on a signature card, resolution, or certificate of authority as being authorized to make withdrawals or transfers, by check or otherwise, from your account;
2. Any person that you authorize to make withdrawals or transfers from the account by whatever means the account allows (for example, pre-authorized withdrawals, wire transfers, ATM card, or debit card transactions);
3. Any person you give rights to act on your behalf, such as a power of attorney;
4. Any person to whom you make your checkbook or your checking account number available for purposes of transacting business on the account. We discourage this type of "authorization" because it is possible that we will detect such transactions and treat them as unauthorized. If you give any such person "authority," we are not responsible whether we honor the transactions or dishonor them; and
5. Any person to whom you make your ATM card or debit card personal identification number (PIN) available. By allowing this type of "authorization," the person to whom you make your personal identification number (PIN) available may be able to access all of your accounts held with us by using the telephone, ATM, online or other banking access channels. If you give any person such "authority," we are not responsible for actions they take with respect to your accounts.

We will use the word "agent" to mean any person who you authorize to act on your behalf, whether by following the process we require (for example, by designating an authorized signer on a signature card), or on your own (for example, by creating a power of attorney). If you name such an agent:

1. we may require that you use forms we approve and require each owner to sign the form to be effective;
2. the powers you give to your agent, and any limitations on those powers, are between you and your agent, even if we have express written notice of those powers. You understand and agree that we have no duty or responsibility to monitor the acts of your agent or ensure that the acts of your agent are for your benefit. For example, if you only give your agent authority to pay your bills and your agent exceeds that authority, we are not responsible for that breach of authority;
3. you agree not to hold us responsible for any loss or damage you incur as a result of us following instructions given to us by your agent;
4. the owners of the account are responsible to us for any actions of your agent, regardless of whether those actions exceed the authority given or whether the agent is formally nominated by all the owners or less than all the owners;
5. the agency will end if the owner dies **and** we get notice of that death, or if there is more than one owner, the agency will end after the death of the last owner and we get notice of that death and, in either case, once we've had reasonable opportunity to act on it;
6. the agency will end after the owner notifies us in writing to end the agency and we have had a reasonable opportunity to act on it; and
7. if you authorize any third person, such as a bookkeeping service, an employee, or agent of yours to retain possession of or prepare items, you agree to assume full responsibility for any errors or wrongdoing performed or caused by such third person or any of its agents or employees if we should pay any such item.

YOU CANNOT TRANSFER AN ACCOUNT

You may not transfer an account to someone else without our express written permission. This does not limit your right to access your account by any permissible means.

CHANGE IN AUTHORIZED SIGNERS

Any owner, including one of the owners of a joint account, may add owners or authorized signers to an account; however, we have the right to require the signature of all owners to make the change. Only under special circumstances and subject to prior approval by us may an owner remove another owner or authorized signer from an account.

No change in owners or authorized signers is effective until we have received written notice of the change and have had adequate time to approve and act on it.

ADJUSTMENTS

If we (or you, or you and us together) make an error on your account, we can fix the error without first notifying you. For example, if:

- the dollar amount of your check is paid for the incorrect amount;
- a deposit is added incorrectly;
- we apply a deposit to the wrong account;

we can fix the error without any special notice to you, though such a correction will normally appear on your statement if the error and the correction occur on different business days. We might not adjust for insignificant errors unless you request it.

LIABILITY FOR CHARGES AND OVERDRAFTS

All account owner(s) are responsible to repay to us any overdraft amount **and** any overdraft fees charged to an account, no matter which owner caused it or why. That repayment is due immediately, and we will take it from your next deposit or whenever funds become available in your account. If there is more than one owner, each owner is separately, and all owners are jointly, responsible for an overdraft and any account fees. (This means we can collect the total from any owner(s), on any of the owner(s) accounts, but we won't collect it more than once). An **overdraft** occurs if you take more money out of your account than is available to you for withdrawal, or if it is available to you but is later reversed. This can happen for example:

- by writing a check without enough money in a checking account to pay the check, and we decide to cash it;
- by making a withdrawal from your account that exceeds your available balance;
- by making a deposit, withdrawing money based on that deposit, and having that deposit reversed because the deposited item is later returned to us unpaid;
- by withdrawing money from your account and not having enough money left to pay the charges you incur; or
- when money is deposited in your account by mistake, and you withdraw money based on that deposit and the deposit is reversed.

We list the charges that you may incur on your account in separate pricing information brochures or agreements for your account. For more information on overdrafts please refer to the section titled Insufficient Funds and Overdrafts.

TRANSACTION POSTING ORDER

We reserve the right to decide the order of the items we will pay and which items will be returned (if any). Generally, we post the following three transaction types after the close of each business day in the following order:

1. Deposits we receive before the daily cut off time will be posted before any withdrawals.
2. Your non-check withdrawals will be posted in date/time order, based on the date and time associated with each transaction. A date and time (if one is available) will be assigned to each transaction based on one of the following: (1) when the transaction was preauthorized (for example a debit card or ATM transaction was approved); **or** (2) when the transaction was processed by U.S. Bank (for example an ACH, or Bill Pay transaction for which there is no pre-authorization). If a date and time is not available, these transactions are posted to your account after all transactions with a valid date and time or check number are complete, and posted to your account in order of amount, starting with the lowest transaction amount first (frequently referred to as low-to-high).
3. Your checks will be posted in check number order, starting with the lowest number. (For example: on Monday we may receive and post check # 107; on Tuesday we may receive check # 102 and # 105, and those would be posted on Tuesday in the order of lowest check number (i.e., # 102) posting first).

DEPOSITS

When you make a non-cash deposit to your account, we give you credit for that deposit, but that credit is provisional (temporary). If the deposit needs to be collected from another financial institution, we must be paid before the credit becomes final. After a credit is final it may still be reversed if the funds cannot be collected. See the sections titled **Returned Deposited and Cashed Items** and **Funds Availability**. All deposit receipts are issued subject to our count and verification of the items deposited.

Foreign Currency: If you make a deposit in the form of, or payable in a foreign currency, that deposit has to be converted (exchanged) into U.S. dollars. That takes time, there may be additional expenses, and your final credit will be adjusted to reflect the final exchange rate as well as any fees imposed by the entity that makes the conversion.

Deposits by Mail: If you make a deposit by mail, we have to receive it and have time to record it before it becomes effective. (See our **Funds Availability** section.)

Cutoff Time: A deposit made after our daily cutoff time on a business day, or on a day we are not open for all forms of business, will be considered deposited on the next full business day. (Refer to our **Funds Availability** section for cutoff time description.) The cutoff time applies to all accounts (savings, certificate of deposits, payments, etc.), not just checking accounts.

Endorsement: If you make a deposit to an account and you fail to endorse the item, we may add an endorsement on any item and you will be responsible for the item as if you endorsed it yourself.

We can refuse to accept any item for deposit for any reason, or no reason, or impose conditions on a deposit. For example, we can treat a deposit as an "inquiry" or take an item for "collection" instead of deposit.

RETURNED DEPOSITED AND CASHED ITEMS

The funds you deposit to your account are subject to normal collection processes even after we make the funds available to you for withdrawal (i.e., the check has "cleared"). If we do not collect the funds, or we need to return the funds, your deposit will be reversed and become your responsibility. **Returned items** are charged back to your account and a Return Item Advise is mailed to the primary account address.

For example:

- the deposit amount of the check is recorded incorrectly to your account. The person who wrote the check catches the error, and reports it to their bank, who in turn reports it to us. We would reverse the incorrect portion of the deposit and correct the mistake.
- a check you deposit has a forged endorsement. The person who wrote the check notices the forgery and reports it to their bank, who reports it to us. We would reverse the deposit and collection of the check would become your responsibility.
- this also applies to checks we might cash for you that you don't deposit. For example, if you bring a check to us and take cash back from a deposit, or we simply cash the check and if that check "bounces" (is returned to us unpaid), we can take the money from your account to reimburse us for the check and you will have to collect it through other channels. There will be a Returned Deposited Item or Cashed Check fee for such a transaction as well as applicable overdraft fees if sufficient funds are not in your account to cover your items.

CHECK 21

Check processing is getting faster as banks begin to process checks "electronically." We are required by law to provide the notice in the following section ("**SUBSTITUTE CHECKS AND YOUR RIGHTS**"), which explains the differences between your original check (which might not be returned) and a substitute check, and your rights in the event the substitute check causes a loss that would have been avoided if the original check was still available.

SUBSTITUTE CHECKS AND YOUR RIGHTS

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks". These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of the substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use the substitute check as proof of payment just like the original check.

Some or all of the checks that are returned to you from us may be substitute checks. This notice describes your rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks, photocopies of original checks, or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, overdraft fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest, if your account earns interest) within ten business days after we received your claim and the remainder of your refund (plus interest, if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please call U.S. Bank 24-Hour Banking (see last page for phone numbers) or write to us at **U.S. Bank, 60 Livingston Ave, EP-MN-WS5D, St. Paul, MN 55107**. You must contact us

within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

1. a description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
2. an estimate of the amount of your loss;
3. an explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
4. a copy of the substitute check or identifying information such as the check number and the name of the person to whom you wrote the check.

COPIES OF DOCUMENTS

We do not typically keep the original paper documents (like deposit slips) associated with your account for a long time. We make copies of most of the documents that end up with us and destroy the paper originals. Electronic images is one type of media that is used, but as technology changes, there are and will be other copying techniques. You agree that such copies will be sufficient for all purposes.

See the section titled **CHECK 21**. To facilitate check imaging and electronic check collection, it is important that you take care with the transactions you create on paper. When completing a check, you must:

1. write clearly;
2. use black or dark blue ink in the date, pay to, amount, and signature fields; and
3. use only the space provided for your part of a transaction. (See the section on **ENDORSEMENT STANDARDS**.)

You agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check, whether due to your failure to follow these guidelines or otherwise. You also agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check that you accepted and deposited as the payee.

NIGHT DEPOSITORY

If you arrange for night depository services, you must comply with the following two rules and also comply with the rules in any separate night depository agreement.

1. **Use of Containers.** Each deposit placed in the depository must be contained in a sealed envelope, or in a bag or pouch that has been approved or supplied by us. Deposits are only processed to accounts held at U.S. Bank.
2. **Care.** You must take appropriate care when you put the container in our night depository or other facility to make sure the container is received by us. Our responsibility for the security of the container and the drawer or facility is to use reasonable care. This means we are not automatically liable for just any loss, only for losses that result from our own negligence, only to the extent we caused a loss, and reduced by your contribution to any loss. In legal terms, we are a “bailee” until the point:
 - when we open the container and inventory its contents (if that is what we are asked to do); or
 - until you sign the receipt for or take custody of the container (if we do not open the container).

CHECKS

Post-Dated Checks. We are not responsible to you if we pay a check before its date, even if we have noticed that it is post-dated. If we, at our option, refuse to pay a check because it is presented before its date, you will have to pay, if applicable, the fee we charge for an overdraft. If you want to be sure we do not cash it before its date, you must stop its payment by following our rules for stop payments in the **STOP PAYMENTS** section of this Agreement and follow our procedures for revoking a stop payment request.

Stale-Dated Checks. A “stale-dated” check is one that is brought to us for payment more than six months after its date. We may pay, or refuse to pay, a check brought to us (“presented”) more than six months after its date. (The general rule is we will pay the check or may return the check for insufficient funds.) In addition, the check would be subject to an overdraft. If you do not want us to pay a stale-dated check, you must place a stop payment order on the check.

Check Legends. We are not required to honor any legends or memos you put on your checks, even if we are aware of them. By a “legend” or “memo” we mean a message, such as “not valid for more than \$50” or “do not pay more than ten days after date” or “paid in full”.

Check Forms. Checks are sorted and copied by high speed equipment. If you don’t buy your checks through us, you must get them approved by us or we will not be responsible if your checks do not process correctly. See the section titled **COPIES OF DOCUMENTS** for additional information on inks and related issues.

Deposits of Checks at ATMs

We reserve the right to refuse to credit your account for ATM deposits of the following items. If an item is refused it may be returned via mail to the primary account address.

1. For items greater than \$2,500, not endorsed by payee (if single payee) or by all payees (if more than one payee);
2. Improperly endorsed (e.g., different endorser than payee);
3. Restrictive wording (on the deposited item);
4. Post dated (greater than one day after the ATM network business day);
5. No date or incomplete date;
6. Altered in any way;
7. Photocopy of item;
8. Not signed by maker;
9. Traveler’s check with different counter signature;
10. Drawn on a foreign bank (other than Canada);
11. Missing the numeric amount and/or the written amount;
12. Numeric amount and written amount do not match;
13. No payee listed;
14. Federal tax refund checks not endorsed by payee or payees; and
15. Any other instrument which is not a check or negotiable instrument.

ENDORSEMENT STANDARDS

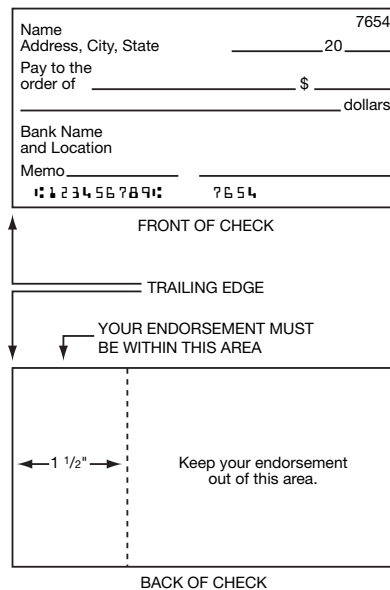
The payee of a check (the person to whom a check is payable) must sign (endorse) the check on the back in the space shown in the picture. If a check is transferred to someone else before it gets deposited or cashed, that person (the transferee) may also be required to sign the check.

Every bank that handles a check on its way to the bank that is asked to pay it also has to identify itself on the back of the check. The space for those banks is to the right of the space shown for the payee and other “holders” (see picture below).

When you endorse a check, you must:

1. clearly sign your name;
2. use black or dark blue ink if possible;
3. never use a faint color, like red, pink or any pastel, or a gel ink (these do not copy well);
4. sign near the top of the space provided, or just below any other signature in that space;
5. stay out of the area below the space for endorser (most check forms have a line separating the endorsement area); and
6. keep any stamp within the area set aside for handwritten signatures.

The picture on this page shows you the correct endorsement area.



Why is this important?

If your endorsement of a check, or the endorsement of someone from whom you took the check, either:

1. causes a delay in a necessary notice to someone else, or
2. prevents someone from being identified quickly enough (and therefore cannot get notice or cannot get it in time)

you will be responsible for the check and the loss that occurs because it is not paid. It will then be up to you to try and recover from someone else who might be liable.

INSUFFICIENT FUNDS AND OVERDRAFTS

“**Insufficient funds**” means you don’t have enough available funds in your account to pay the withdrawals you are attempting from that account.

Having insufficient funds in your account could lead to returned items, which refers to any withdrawal or transfer that we return because it exceeds your available balance on a given day. Examples of these withdrawals may include any of the following:

- check,
- pre-authorized withdrawal,
- Online bill payment,
- ATM cash withdrawal or ATM card purchase,
- debit card purchase,
- Online banking transfer,
- telephone transfer, or
- any other debit from your account where we return it because it is for more than the available funds you have in your account at the time the transaction is posted to your account.

“**Overdraft**” means a transaction has caused the available balance on an account to become a negative number. An overdraft can happen, for example,

- by writing a check without enough money in a checking account to pay the check, and we pay the item;
- by making a withdrawal from your account that exceeds your available balance;
- by making a deposit, withdrawing money based on the credit received from that deposit, and then having that deposit reversed because the deposited item is later returned to us unpaid;
- by withdrawing money from your account and not having enough money left to pay any related charges posted to the account; or
- when funds are credited to your account in error and you use the funds, and the reversal of the credit results in an overdraft.

Our Options: You do not have the right to withdraw funds that exceed the available balance on your account. When an item of yours overdraws an account, we can either pay or return the item. You have no right to choose which items we pay or return.

If we get a **batch, or multiple batches**, of such items in a day (for example, checks, ATM purchase transactions, and debit card purchase transactions typically come in batches), and if one, some or all of them would overdraw the account if paid, we will post items in accordance with the “**Transaction Posting Order**” section listed within this Agreement. This may result in processing larger dollar items before smaller dollar items, even though this would have the effect of reducing your available balance more quickly.

Our Fees: We charge an Overdraft Returned Fee for each withdrawal (e.g., in-person, ATM, automatic payment, or other paper or electronic withdrawal transaction) we return because it exceeds your available balance on a given day. An Overdraft Paid Fee is assessed for each item or transaction we pay that causes the available balance to become negative or occurs while the available balance is negative on the checking account. We may charge you an extended overdraft fee if your account remains negative for an extended period of time. See the current pricing information brochure for information on fees and how fees will be assessed. If you want to avoid the inconvenience and extra expense of overdraft fees, refer to the section titled Overdraft Protection Plans on the following page for information.

Your responsibilities for overdrafts: If you have an overdraft on your account, you must deposit enough money into your account to pay both the overdraft amount and the fees we charge, and you must do so immediately. If you share ownership of your account with someone else, you are responsible to us for the overdraft, whether or not you personally caused the overdraft or benefited from it. **RETURN ALL OPTION:** You have the option to direct us to not authorize and/or return all overdraft items, but you may still be charged an Overdraft Returned Fee for returned items. You may also be charged fees by the merchant or service provider. If you wish to request that all overdraft items be returned, contact a local U.S. Bank branch or call U.S. Bank 24-Hour Banking (see last page for phone numbers). Please be aware it may take up to five business days to implement your request.

ATM and Debit Card Overdraft Coverage: Certain accounts are subject to a consumer’s election/choice to **opt-in** to receive ATM and Debit Card Overdraft Coverage. These accounts include most consumer checking and money market accounts. Ask your U.S. Bank representative for details about account eligibility. Upon account opening you will receive a notice advising you of your choice to **authorize (“opt-in”)** U.S. Bank to authorize and pay ATM and everyday (non-recurring) debit card (sometimes referred to as a check card) transactions that may cause your account’s available balance to become negative. If you do not opt-in, we will not authorize payment of an ATM or everyday (non-recurring) debit card transaction that could result in an overdraft status. **In limited circumstances, your ATM or every day debit card transaction may be processed and your account results in a negative available balance, even if you have not opted-in to overdraft coverage for these transactions.** These situations may include, but are not limited to, debit card transactions that post that are processed by the merchant when the merchant does not first obtain an authorization from U.S. Bank. If this situation occurs, you will not be charged an Overdraft Paid Fee for paying the transaction if you have **not** elected to Opt-In to ATM and Debit Card Overdraft Coverage. **If you wish to change your account election, contact a local U.S. Bank branch or call U.S. Bank 24-Hour Banking or visit usbank.com. Please be aware it may take up to five business days to implement your request.**

Other sections: While many other sections of this booklet relate to these issues, these sections are particularly appropriate:

- Setoff (page 15)

- Security Interest in Accounts (page 15)
- Funds Availability: Your Ability to Withdraw Funds - All Accounts (page 16)
- Electronic Banking Agreement for Consumer Customers (page 18)
- Limits on Transfers (page 18)
- Electronic Banking Agreement for Business Customers (page 21)
- U.S. Bank Consumer Reserve Line Agreement (page 27)

OVERDRAFT PROTECTION PLANS

Consumer Overdraft Protection

U.S. Bank offers Overdraft Protection Plans to help you avoid the inconvenience of having a check returned, and/or a debit card purchase rejected, resulting in the expense of overdraft fees. These Overdraft Protection Plans allow an eligible account to be linked to a U.S. Bank Personal Checking Account(s) (“checking account(s)”) to cover overdraft situations when the available balance is insufficient to cover checks presented for payment **and/or** available balance has been reduced due to pending authorized debit card transactions, as specified in subsection “Debit Card Transactions”.

U.S. Bank lets you choose which eligible accounts are linked to your checking account for Overdraft Protection, and the order in which those accounts are accessed to transfer funds to your checking account.

You can choose to link up to three eligible U.S. Bank accounts to your checking account for Overdraft Protection. Owner(s) who are signers on the checking account must also be signers on the account(s) linked for Overdraft Protection.

Eligible accounts include:

- U.S. Bank savings account
- U.S. Bank Reserve Line
- U.S. Bank Credit Card
- A secondary U.S. Bank personal checking account
- U.S. Bank Premier Line
- U.S. Bank Home Equity Line of Credit
- Other U.S. Bank Lines of Credit

If you have linked eligible accounts, and the negative available balance in your checking account is \$5.01 or more, the advance amount will transfer in multiples of \$50. If, however, the negative available balance is \$5 or less, the amount advanced will be a maximum of \$5 **and** the Bank’s fee will be waived.

If the account linked for Overdraft Protection does not have enough funds to cover the overdrawn amount, the remaining available balance will be transferred to reduce the overdrawn amount.

If there is more than one account linked for Overdraft Protection and the available balance of the first linked account is not enough to cover the overdrawn balance, the next linked account will transfer funds in multiples of \$50 to cover the remaining overdrawn balance.

For each day an Overdraft Protection transfer occurs, a Bank fee (refer to the *Consumer Pricing Information* brochure – Overdraft Protection Transfer Fee for fee amount) will be charged to the checking account that received the transfer. While no fee will be charged to your U.S. Bank savings account or secondary checking account, U.S. Bank Reserve Line, U.S. Bank Credit Card, U.S. Bank Premier Line, or U.S. Bank Home Equity Line of Credit, for any automated advance to cover an overdraft to your associated deposit account, you will incur an interest charge according to the terms of your agreement governing your credit account. Please refer to your U.S. Bank Reserve Line, U.S. Bank Credit Card, U.S. Bank Premier Line or U.S. Bank Home Equity Line of Credit for information regarding interest charges.

When the Bank accesses funds from an eligible savings account(s), these types of transfers are also subject to transaction limitations and the fee noted in the *Consumer Pricing Information* brochure regarding Federal Regulation D governing savings and money market transaction limitations and also noted in subsection “**Savings Accounts**”.

When the Bank accesses funds from an eligible line of credit or credit card, these types of transfers may be subject to additional charges such as annual fees. In addition, you may be subject to interest that will accrue on the amounts advanced in accordance with your line of credit or cardmember agreement.

Small Business Overdraft Protection

U.S. Bank offers Overdraft Protection Plans to help you avoid the inconvenience of having a check returned, and/or a debit card purchase rejected, resulting in the expense of overdraft fees. These Overdraft Protection Plans allow an eligible account to be linked to a U.S. Bank Business Checking Account(s) (“checking account(s)”) to cover overdraft situations when the available balance is insufficient to cover checks presented for payment and/or available balance has been reduced due to pending authorized debit card transactions, as specified in subsection “Debit Card Transactions”.

U.S. Bank lets you choose which eligible accounts are linked to your checking account for overdraft protection. Only one deposit product and one credit product may link to a business checking account. If the checking account has both a credit product and a deposit product linked as overdraft protection, the system will always advance first from the credit product. Funds only draw from the deposit product if the credit product has insufficient available funds.

The name of the business on the business checking account must match the name of the business on the business credit overdraft protection plan account. The name(s) of the account signer(s) on the business checking account may also be required to match the account signer(s) on the business overdraft protection plan account.

Eligible accounts include:

- U.S. Bank Business Reserve Line
- U.S. Bank Business savings or money market account
- A secondary U.S. Bank business checking account
- U.S. Bank Business Credit Card
- U.S. Bank Cash Flow Manager

Or Advantage Line

If you have a U.S. Bank Business Reserve Line linked as overdraft protection, any automatic advances will be in \$200 increments made to cover the overdraft. If you have a U.S. Bank Cash Flow Manager linked as overdraft protection, any automatic advances will be in \$100 increments made to cover the overdraft. While no overdraft protection transfer fee is charged for the Business Reserve Line and Cash Flow Manager accounts, for any automated advance to cover an overdraft to your associated deposit account, you will incur an interest charge according to the terms of your agreement governing your credit account. Please refer to your U.S. Bank Business Reserve Line or U.S. Bank Cash Flow Manager agreement for information regarding interest charges.

If you have a U.S. Bank Business Credit Card linked as overdraft protection, any automatic advances will be in \$25 increments made to cover the overdraft. Advances on a U.S. Bank Business Credit Card overdraft protection plan account are subject to the standard cash advance interest rate, as well as the current cash advance fee. Please refer to your cardmember agreement for information regarding charges and fees.

If you have a U.S. Bank business savings, money market account, or secondary U.S. Bank business checking account linked as Overdraft Protection, any automatic advances will be in \$200 increments made to cover the overdraft. Each time overdraft protection plan funds transfer to the checking account, an overdraft protection plan transfer fee (per item paid) applies. The transfer fee amount posts as a separate transaction to the checking account. Refer to the *Business Pricing Information* brochure for current fees.

When the Bank accesses funds from an eligible savings or money market account, these types of transfers are also subject to transaction limitations and the fee(s) noted in the *Business Pricing Information* brochure regarding Federal Regulation D governing savings and money market transaction limitations and also noted in subsection “**Savings Accounts**”. When the Bank accesses funds from an eligible line of credit or credit card, these types of transfers may be subject to additional charges such as annual fees. In addition, you may be subject to interest that will accrue on the amounts advanced in accordance with your line of credit or cardmember agreement.

Business Overdraft Protection Agreements

U.S. Bank also offers certain business customers overdraft protection through separate written agreement. The terms of such agreement shall govern those business overdraft protection plans.

REFUSING PAYMENT ON YOUR CHECKS

You must fill in an amount (in words and numbers) correctly and clearly, and sign your name on checks you write. You should fill in the date and name a payee on your checks. If you don’t name a payee, anyone can cash the check. If you fail to follow these rules, we may refuse to honor your checks.

When a check you write is presented to us by another bank for payment, we will generally accept the endorsements on the check, because if an endorsement is missing or forged, we have rights against the other bank that protect us. When a check of yours comes to us *other than through another bank*, we might not cash it if we are not comfortable with the endorsements on it or the identity of the person who presents it. This is especially true with an endorsement in the name of a business entity.

We may require anyone who presents a check for payment in person (other than an account owner presenting a check on his or her own account) to:

- pay a fee to cash the check if applicable; and
- give a fingerprint or thumbprint, and identification, as a condition of cashing a check.

If the presenter of the check refuses to comply with these requirements, or complies but later asserts that these requirements infringed on their legal rights, you understand and agree that imposing these requirements will not be considered a “wrongful dishonor” of your checks.

FUNDS TRANSFERS

Unless we have entered into a specific written agreement with you that provides otherwise, payment orders you give to us for the transfer of funds out of the account by wire transfer or otherwise, and payment orders we receive for the transfer of funds into the account, will be governed by this paragraph. In addition your rights and obligations with respect to a payment order, and our rights and obligations, will be governed by (a) any separate written agreement with us; then (b) this section; and then, to the extent not specified in a separate written agreement or this Agreement; (c) by Article 4A of the Uniform Commercial Code (“UCC4A”) as enacted in the state in which you have your account with us.

We reserve the right to refuse to accept any payment order. Payment orders are accepted when they are executed by us. We may process any payment order request (as well as any amendment or cancellation request concerning a payment order) that we believe is transmitted or authorized by you if we act in compliance with a security procedure agreed upon by you and us. Such payment orders will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such orders, even though they are not transmitted or authorized by you. Unless we agree on another security procedure, you agree that we may confirm the authenticity and content of a payment order (among other ways) by placing a telephone call to you. If we cannot reach you, or if the payment order is not confirmed or approved in the manner we require, we may refuse to execute the payment order.

YOU AGREE THAT IF A PAYMENT ORDER OR CANCELLATION THEREOF IDENTIFIES THE BENEFICIARY BY BOTH NAME AND AN IDENTIFYING NUMBER, AND THE NAME AND NUMBER IDENTIFY DIFFERENT PERSONS OR ACCOUNT HOLDERS, EXECUTION AND PAYMENT TO THE BENEFICIARY OR CANCELLATION MAY BE MADE SOLELY ON THE BASIS OF THE IDENTIFYING NUMBER. YOU ALSO AGREE THAT IF A PAYMENT ORDER IDENTIFIES AN INTERMEDIARY BANK OR THE BENEFICIARY’S BANK BY BOTH NAME AND AN IDENTIFYING NUMBER AND THE NAME AND NUMBER IDENTIFY DIFFERENT PERSONS, EXECUTION OF THE PAYMENT ORDER BY ANY BANK MAY BE MADE SOLELY ON THE BASIS OF THE IDENTIFYING NUMBER.

If we receive a funds transfer into any account you have with us, we are not required to give you any notice of the receipt of the funds transfer. The funds transfer will appear on your next periodic statement. To confirm the completion of funds transfers, please contact U.S. Bank 24-Hour Banking or visit our Online Banking site at usbank.com. Prior to the acceptance of an outgoing payment order, the outgoing payment order may be cancelled, but may not be amended or modified, if the beneficiary’s bank is located within the United States of America and the outgoing payment order is to be paid in U.S. dollars. Other outgoing payment orders may not be cancelled, amended or modified. We must receive your cancellation in a reasonable time prior to the time we execute the outgoing payment order. Payment orders sent by Fedwire will be subject to the Federal Reserve’s Regulation J, and payment orders sent via other payment systems will be subject to the rules of those systems. You agree that we may record all telephone conversations and data transmissions received from, made for or made on behalf of you pursuant to or in connection with a payment order.

YOU AGREE THAT IF A PAYMENT ORDER, OR ANY CANCELLATION OR AUTHORIZATION RELATING THERETO, BUT FOR THE APPLICABILITY OF THE ELECTRONIC FUND TRANSFERS ACT OF 1978 (AS IN EFFECT FROM TIME TO TIME), CONSTITUTES A PORTION OF A FUNDS TRANSFER AS DEFINED IN UCC4A, ALL ACTIONS AND DISPUTES CONCERNING SUCH PAYMENT ORDER, CANCELLATION OR AUTHORIZATION SHALL BE DETERMINED PURSUANT TO UCC4A AND THIS AGREEMENT TO THE FULL EXTENT PERMITTED BY LAW. If an outgoing payment order in a foreign currency cannot be completed, the exchange rate that will apply to any refund due you will be the exchange rate in effect at the time on the day the refund is made. Additional fees may be deducted from a payment order amount by other banks involved in the funds transfer process.

We may route payment at our own discretion for each outgoing wire transfer. A wire transfer is irrevocable once payment has been transmitted to the beneficiary’s bank. At your request, we may request that the beneficiary’s bank return funds previously transferred. However, you acknowledge that the beneficiary’s bank is under no obligation to comply with this request.

WITHDRAWAL RIGHTS, OWNERSHIP OF ACCOUNT, AND BENEFICIARY DESIGNATION

The following rules govern the ownership and withdrawal rights of deposit accounts with the various titles given to them.

There are two primary issues that these rules control. The first is “withdrawal rights” and the second is “ownership.”

By “withdrawal rights” we mean who has access to the funds in the account for all purposes. These withdrawal rights will control, for example, whose instructions we must follow, whose checks we must pay, and whose withdrawal requests we must honor. These withdrawal rights do not control who actually owns the funds, as between multiple parties to an account.

By “ownership” we generally mean who owns the funds in the account. In particular, by selecting a particular ownership, you are expressing your intention of how and to whom your interest in the funds in the account should pass in the event of your death.

If you create a type of account, you retain the right to change or close the account to the extent of the withdrawal rights you retain in your own name.

We make no representations as to the appropriateness or effectiveness of any particular ownership or beneficiary designations. Our only responsibility is to permit access to the account as provided by the withdrawal rights. You must consult with your own attorney or financial advisor as to whether and how to effect any change in actual ownership of funds in the account.

Individual Account. This is an account in the name of one person. Such an account is also referred to as a “single ownership” account.

Withdrawal Rights. The holder of such an account is the only person who has the right to withdraw from the account, unless we permit the holder to designate an agent or attorney-in-fact to the account.

Ownership. The holder of such an account is presumed to be the owner. Holding such an account, by itself, creates no additional ownership rights nor survivorship rights (nor does such type of ownership create or extinguish any community property rights). In almost all instances this type of account will pass, on the death of the owner, through the estate of the owner. (You must consult your own estate planner to be sure.)

Agents and “Attorneys-in-Fact.” The owner of this type of account can nominate an authorized signer or attorney-in-fact.

Joint Account - With Survivorship. This is an account in the names of two or more natural persons, with the following features:

Withdrawal Rights. Each joint tenant has complete and separate access to the funds and withdrawal rights, and each authorizes the other(s) to endorse for deposit any item payable to the joint tenant. Upon the death of any joint tenant, any surviving joint tenant will have complete withdrawal rights to the balance of the account. If there is more than one surviving joint tenant, such survivors remain as joint tenants with right of survivorship with the same withdrawal rights provided in this section.

Each joint tenant reserves the right to change the ownership of the account to the extent of that owner’s withdrawal rights.

Ownership. Each joint tenant is presumed to “own” the funds in proportion to that person’s net contribution to the account. Each joint tenant intends upon his or her death that the funds owned by such person will be owned by the survivor. If there is more than one survivor, the “ownership” of the decedent’s funds will be shared equally with such survivors.

Other Titles. In some states, it is advisable to add either “not as tenancy in common” or “not as a tenancy by the entirety” or both to insure the intention described above.

Agents and “Attorneys-in-Fact.” Any joint tenant can nominate an authorized signer or attorney-in-fact who can hold all the same withdrawal and deposit rights as the authorizing owner, except the authorized signer or attorney-in-fact will not be an owner (a joint tenant).

Joint Account with Survivorship - Arizona. A Joint Account with Survivorship in Arizona has a unique feature that will change the “ownership” rights on the death of one of the joint owners if there is more than one surviving joint tenant and one of the surviving joint tenants is the surviving spouse of the deceased joint tenant.

Withdrawal Rights. This rule will not change the withdrawal rights to the account on the death of a joint tenant; it only affects the actual ownership of the account balance, which will only affect the survivors, and will not affect our responsibilities under the account.

Ownership. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party,

immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

Tenancy in Common Accounts. A Tenancy in Common account is another form of joint account without the survivorship feature. A Tenancy in Common account is also in the name of two or more individual owners.

Withdrawal Rights. Each joint tenant has complete and separate access to the funds and withdrawal rights, and each authorizes the other(s) to endorse for deposit any item payable to the joint tenant. Until we receive notice of the death of any joint tenant, any tenant in common will have complete withdrawal rights to the entire account balance.

If more than one tenant in common survives the death of another tenant in common, such survivors remain as tenants in common between them.

Each tenant in common reserves the right to change the ownership of the account to the extent of that owner's withdrawal rights.

Ownership. Each tenant in common is presumed to "own" the funds in proportion to that person's net contribution to the account. However, because of the extreme difficulty in determining such proportions over time, you agree that upon the death of one tenant in common, the balance in the account at the time immediately before the death of the tenant in common will be deemed to be owned in equal shares between all tenants in common. After death and our receipt of notice of such death, the decedent's share will be set aside for the estate of the decedent, and the survivor's share in the account balance will be at the disposal of the surviving tenant in common.

Other Titles. In some states this account is referred to as Joint Tenancy WITHOUT Right of Survivorship.

Agents and "Attorneys-in-Fact." Any tenant in common can nominate an authorized signer or attorney-in-fact who can hold all the same withdrawal and deposit rights as the authorizing owner, except the authorized signer or attorney-in-fact will not be an owner (a tenant in common).

Marital Account (Wisconsin). This account is an account established by two persons in Wisconsin who claim to be husband and wife. This account is, for such persons, the same as the Tenancy in Common account described above.

Marital Account with P.O.D. Beneficiaries (Wisconsin). This account is, first, the same as a Wisconsin Marital Account (which is, in turn, the same as a Tenancy in Common account described above).

Withdrawal Rights. During the lives of both parties to the marriage, the withdrawal rights will be the same as for the Marital Account. The beneficiaries have no withdrawal rights until the death of one of the marriage partners.

Ownership. Upon the death of one of the spouses, the surviving spouse owns 50% of the funds on deposit, and the P.O.D. beneficiary named by the deceased party (if that beneficiary is then surviving) owns the other 50%. Each spouse can name his or her own beneficiary.

If there is more than one beneficiary who is named by a party who survives, the shares of those beneficiaries will be equal.

On the death of one of the marriage partners, the account will have to be retitled and beneficiary shares will have to be redeposited or withdrawn.

Pay-on-Death Account. This is an account where one or more persons create the account and name one or more living persons as beneficiaries. Frequently the account title is A.B. Pay-on-Death to C.D. beneficiary.

Withdrawal Rights. The person who creates this type of account retains complete withdrawal rights in such an account during his or her lifetime and for his or her own benefit. The named beneficiary has no withdrawal rights to the account during the lifetime of the creator of the account. The owner can change or close the account, and change beneficiaries at any time.

On the death of the creator of the account, the beneficiary (on proof of death of the creator and proof of the identity as the named beneficiary), can withdraw the entire account balance. If there is more than one beneficiary who is named and survives the creator, the surviving beneficiaries acquire and can withdraw an equal share with the other surviving beneficiaries, without survivorship rights between beneficiaries. If a beneficiary dies before the creator, neither the beneficiary's estate nor heirs acquire anything on the death of the owner.

If more than one person creates such an account, then such creators have complete and separate withdrawal rights between them during their joint lives, and the survivor of them will have complete withdrawal rights upon the death of the other creator. Named beneficiaries can withdraw a share of the account balance only upon the death of the last creator and only if such beneficiaries are then alive (and upon proof of the deaths of the creators and their own identity as the named beneficiaries). In effect, if more than one person creates this type of account, with one or more beneficiaries, the account has first all the incidents of a "Joint Account with Survivorship" and only after there is but one joint tenant does the account have the incidents of a "Pay-on-Death" account.

Ownership. The creator of this type of account is presumed to own the funds during his or her lifetime and intends that ownership to pass to the beneficiary only upon his or her death and only if the named beneficiary survives him or her. If there is more than one creator, the ownership between such creators is the same as that between joint tenants with right of survivorship, with the same incidents upon the death of a joint tenant.

If there is more than one beneficiary who is named and survives the creator(s), the creators intend his, her or their ownership rights to pass to the then surviving beneficiaries in equal shares, with no survivorship rights between them.

Other Titles. This type of account has other names such as "Tentative Trust," "Totten Trust," "In Trust For" and "Revocable Trust." In states where one of these trust accounts is recognized, the creators of such accounts will be referred to as a "settlor" or "grantor." Nevertheless, all the incidents of such an account, the rights of the grantor(s) and beneficiaries are exactly the same as described for "Pay-on-Death" accounts above. Only the names have been changed.

Revocable Trust or Pay-on-Death Account (not subject to the Nonprobate Transfers Law of Missouri)

In Missouri, a Revocable Trust or Pay-on-Death account may include an appendage to its title "not subject to the Nonprobate Transfers Law of Missouri." This appendage does not change the features of the account as described above for Pay-on-Death accounts.

Registration in Beneficiary Form - Missouri

Adding the acronym **LDPS** (which stands for lineal descendants, per stirpes) to a Revocable Trust or Pay-on-Death account in Missouri, changes the rights of beneficiaries of such accounts. LDPS designation means that if a named beneficiary of such an account dies before the account owner, then the unnamed lineal descendants of that deceased beneficiary will acquire the share of the deceased beneficiary on the death of the owner per stirpes.

UTMA (Uniform Transfers to Minors Act) Account

This is an account in the name of an adult custodian (or possibly a corporate custodian) for the benefit of a person who is a minor at the time the account is created.

Withdrawal Rights. During the minority of the child (as defined under applicable UTMA laws), the custodian has all withdrawal rights, but is required by law to exercise those rights solely for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian are for the child's benefit.

The custodian is required to turn over the account balance when the child reaches the age of majority. The custodian authorizes us, at our discretion, to exercise the custodian's duty to transfer funds to the child at the child's request upon reaching the age of majority.

Ownership. The child/beneficiary is at all times the owner of the funds in the account.

UGMA (Uniform Gifts to Minors Act) Account

A few states have not adopted the Uniform Transfers to Minors Act. These few states have, for our purposes, an equivalent statute known as the Uniform Gifts to Minors Act, which has the same incidents as those described above for the UTMA account.

Fiduciary Account

A fiduciary account is an account opened by or taken over by an executor, administrator, personal representative, guardian, conservator, trustee, or other fiduciary in such capacity. Any fiduciary named as a signer on a fiduciary account shall be solely responsible for acting in accordance with the terms of the applicable laws, will, court order or trust instrument establishing and covering the fiduciary relationship, and we are not responsible for examining, or insuring compliance with the provisions of any such law or instrument.

Corporate, Partnership, Limited Liability Company and other Organizational Accounts

These are accounts opened by any business organization or association. We reserve the right to require the account holder(s) to furnish us with such resolutions, agreements or documents as we may reasonably request to evidence the authority of individuals to act on behalf of the account holder(s). We will honor such an authorization until we receive written notice of change from the governing body of the organization. It is mutually agreed that the power and authority of each person named as authorized to take action with respect to the account shall continue in full force and effect until we receive actual written notice of revocation, whether the same be brought about by dissolution of the account holder or otherwise.

PLEDGES AND SECURITY INTERESTS IN FAVOR OF OTHERS

You cannot give a security interest or pledge your account to someone other than us without first getting our express written consent. We are not required to give consent to a security interest or pledge to someone else.

Unless we agree in a separate writing otherwise a security interest or pledge to someone else must be satisfied or released before any right to withdraw from the account can be exercised, including any right that arises by surviving the death of an owner (for example, a surviving joint tenant or beneficiary of a pay-on-death account).

ACCRUAL OF INTEREST

We will begin to accrue interest on deposits drawn from other banks at the time we get credit for the deposit in the collection process, which is not necessarily the same time as the time we make funds available for withdrawal.

If your account (for example a savings account) earns a variable rate of interest, we can change that rate at any time without notice to you, except as specifically provided in writing in the account disclosure or agreement.

You can find out our current rates on accounts that earn interest in our branches, from U.S. Bank 24-Hour Banking, or at usbank.com. The telephone number is at the end of this booklet.

STOP PAYMENTS

Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts drawn on your account. Rules for stopping payment on other types of transfers of funds, such as consumer electronic fund transfers, are covered elsewhere in the **Electronic Banking Agreement For Consumer Customers** section.

Here is what you must do to stop a payment:

ACH Check Conversion

An ACH Check Conversion is a transaction that starts as a paper check that you give to a merchant. The merchant converts the check, using the information on the paper, to send an electronic message to a bank to immediately take the money from your account. The merchant is required to post a notice about ACH Check Conversion in a prominent and conspicuous location at the time of the transaction. You can stop payment on an ACH Check Conversion only if it has not yet been presented by the merchant.

Electronic Fund Transfers

You can stop payment of certain types of electronic transactions. Please refer to the Electronic Banking Agreement section for details.

Checks and drafts

If you want to stop payment of a check, you must stop by a U.S. Bank branch or call U.S. Bank 24-Hour Banking (see last page for phone numbers). Writing to us will take too much time and we will not have time to act on your request before the check is paid. We will need the following information:

1. the account number the check is written on;
2. the check number;
3. the dollar amount;
4. the date; and
5. the name of the person you wanted to pay.

This information must be exact and correct. If it is not, we will not be responsible if the item is paid.

Who can stop a payment and for how long?

1. Any owner can stop payment of any check on the account whether that owner wrote the check or not (and assuming the item can still be stopped).
2. A stop payment order is effective for twenty-four months or longer, as determined at the time the stop payment order is placed. You must renew it prior to the expiration of the stop payment effective period or the item could get paid. We will not notify you when the stop payment effective period ends. Fees may be assessed for placing a stop payment order.
3. Only the owner who made the stop payment order can release it.
4. You must give us sufficient notice so that we have a reasonable period of time to act upon your request and verify that the item has not been paid.

Effect of a stop payment

When you stop payment of a check, you may still be obligated to the payee, and the payee may still have the right to collect on the check or the underlying transaction. If we have to defend ourselves for letting you stop payment on a check, you have to protect us by paying our expenses, including our reasonable attorney's fees.

What if we don't stop payment?

We cannot stop payment of a check that has already been paid.

If you ask us to stop payment of a check and we pay it anyway, we gain whatever rights the payee has against you. This means, if the check should have been paid, or the payee has the right to collect from you anyway, we can collect from you. Therefore, if we pay an item that should have been stopped, before we recredit your account, you will have to prove to us that by our payment you have suffered a loss and the cause is our failure to stop the payment.

What kinds of checks does this NOT apply to?

This section does not apply to items not drawn on your account, such as teller's checks, official (cashier's) checks, and accepted checks (e.g., certified checks). We have no responsibility to honor your request to stop payment of items not drawn on your account. If we agree to stop payment on these items, we may require you to provide us with additional security (for example, a bond or collateral) and you agree to indemnify us for any damages and costs we incur as a result of stopping payment of such items.

Fee

To stop a payment you must pay our fee, the amount of which is disclosed in the pricing information brochure or agreement for your account.

DORMANT ACCOUNTS AND ESCHEAT

A **dormant account** is an account that has been inactive. Generally, subject to state law, "inactive" means there has been no deposit, withdrawal or other communication from you about the account for the period of time as follows:

1. after 11 months for a checking account;
2. after 23 months for a savings account including those that offer limited (no more than six per month) check writing options.

For security reasons, we may refuse a withdrawal or transfer from an account we internally classify as inactive if we cannot reach you in a timely fashion to confirm the transaction's authorization.

We charge a dormant account fee. The amount and frequency is disclosed in our pricing information brochure.

If your account has a zero balance, we reserve the right to close it. Any accounts linked as overdraft protection will be de-linked as part of the closure process. Refer to **CLOSING YOUR ACCOUNT** for additional information.

Escheat is the term that is used to describe the process of transferring an account balance to the state government after an account has been dormant for a long time and if our attempts to find you fail.

The time period after which funds must escheat to the state varies from state to state. Once the funds are transferred to the state, you may be able to recover the funds from the state itself, but not from us.

We may charge a fee to transfer to the state.

CONSUMER ELECTRONIC CHECK REPRESENTMENT

If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, the depositor of the check or the depositor's bank may resend ("represent") the check to us electronically. That is, the depositor or the depositor's bank may send us an electronic instruction ("electronic represented check") to charge your account in the amount of the check.

Our Handling of Electronic Represented Checks. If we receive an electronic represented check from the depositor or the depositor's bank, we will pay or return the electronic represented check as if the original paper check were being represented to us. The section titled "**Electronic Fund Transfers**" will not apply to any electronic represented check.

Ineligible or Unauthorized Electronic Represented Checks. For an electronic represented check to be charged to your account, all of the following must be true:

- the electronic represented check must relate to a paper check drawn on a personal account that we returned unpaid because of insufficient or uncollected funds;
- the paper check must not have contained an unauthorized signature or an alteration and must not have been a counterfeit;
- you must not have placed a stop payment on the paper check after we returned it unpaid but before it was collected electronically;

- the paper check must have been less than \$2500 in amount;
- the paper check must have been dated 180 days or less before the date on which the electronic represented check is sent to us;
- the electronic represented check must be for the face amount of the paper check only and may not include any collection fee charged by the depositor, the depositor's bank, or a collection agency;
- the payee of the paper check must have given you notice that, if we returned the paper check unpaid because of insufficient or uncollected funds, the fee could be collected electronically; and
- the electronic represented check must have been sent to us no more than twice after the first time we returned the paper check, or no more than once after the second time we returned the paper check.

You may have the right to reverse any ineligible or unauthorized electronic represented check that we charged to your account. If you want to reverse an electronic represented check because you placed a stop payment on the paper check to which the electronic represented check relates after we returned the paper check unpaid but before it was collected electronically, you must notify us within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic represented check. If you want to reverse an electronic represented check for any other reason, you must give us an ACH Claim Form within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic represented check. An ACH Claim Form may be obtained by contacting U.S. Bank 24-Hour Banking or a local U.S. Bank branch. In your claim form, you must declare and swear under oath that the electronic represented check was ineligible or unauthorized. If we receive your notice or claim form within the 15-day period, we will recredit your account with the amount of the charge but will not be responsible for any other damages associated with the transaction.

Stop Payment. If you wish to stop payment of any electronic represented check, you must follow the procedures contained in the rules for stopping payment of checks, not the procedures contained in the rules for stopping payment on electronic loan or bill payments.

CHECKING ACCOUNTS AND "SUBACCOUNTS"

For regulatory accounting purposes we may designate two sub-accounts for a checking account; one sub-account is a savings (non-transaction) account and the other is a checking account. Checks and other third party transfers are paid from the checking (transaction) account. As necessary, we transfer funds from the savings sub-account to the checking sub-account automatically. You cannot access the savings sub-account directly. This accounting device does not affect either the appearance or the operation of your checking account in any way.

TELEPHONE TRANSFERS

If you have more than one account with us, including a credit card or open end loan account, you can transfer funds between your accounts by telephone. You will need to have a PIN, and enter your account numbers, and other qualifications, but if you meet them,

1. you can transfer funds between your accounts by calling our telephone transfer service, and
2. telephone transfers may be made by the same account owners/signers and usually under the same conditions as generally applicable to withdrawals made in writing or by other means.

A transfer made by telephone is not immediately completed. It may take as long as one business day for us to verify the transaction, and make the transfer.

REQUIRED SIGNATURES

Signature Comparison. We process certain items mechanically, based on information encoded on checks and other transaction items, and we are not required to examine items and debits drawn on your account. We collect your signature to obtain your agreement to the rules we establish for your account, but this does not create any responsibility on our part to verify signatures on items and other charges to your account.

Number of Signatures. You agree that if you

1. require the signatures of two or more persons to open an account;
2. have an account in which more than one signature is required to complete a transaction;
3. authorize someone to transact some but not all transactions on your account;
4. authorize someone to transact business on your account for limited purposes and no others; or
5. use checks that require two or more signatures,

such arrangements are strictly between you and the other person(s) you authorize, whether we have notice of your arrangement (including in a form we provide you) or not. You cannot assert a claim against us for permitting a transaction so long as any one of the owners or authorized persons sign or initiate the transaction, even if a person exercises more authority than you have given.

CHANGES TO OUR AGREEMENT WITH YOU

We may change any term of this Agreement. We will give you reasonable notice in writing or by any other method permitted by law. You agree that in any event 30 days written notice is reasonable.

If we notify you that the terms of your account have changed and you continue to have your account after the effective date of the change, you have agreed to the new terms. For consumer customers, rules governing changes in interest rates are provided for separately in the Truth-in-Savings disclosure or in another document.

CLOSING YOUR ACCOUNT

This section does not apply to an active time deposit (or certificate of deposit) account.

If you intend to close your account: If you intend to close your account with us, you should tell us; simply transferring all the money in your account and reducing your account balance to \$0.00 is insufficient notice and may result in additional fees charged to your account.

If you close your account,

1. you are still responsible for transactions you arranged for, including those that arrive after the account is closed;
2. you should pay special attention to pre-authorized electronic deposits to your account and payments from that account; you should reroute the deposits to another account and make other arrangements for the payments, with us and the other institutions involved;
3. you should not close your account until all the transactions you arranged for have been cleared, and you should leave enough funds to clear them and the fees that might be due; and
4. if it is an interest-bearing account, accrued interest will not be paid.

We can close your account:

We can close your account for any reason or for no reason at all. If we close your account, we will send you notice within ten days after closing and/or indicate the closure on your next account statement. We will send the collected account balance to you at your last known address as reflected in our account records. At our sole discretion we may, but are not required to, withhold a sufficient sum to cover any outstanding items and likely fees. If we withhold any money for such contingencies, we will refund that to you after we are satisfied that no further withholding is necessary.

As part of the account closure, any accounts linked to the Checking Account as overdraft protection will be de-linked. If a U.S. Bank Reserve Line is linked as overdraft protection to a Checking Account that is automatically closed, the Reserve Line will also be closed and you must repay any remaining balance according to the monthly payment coupon included in your future periodic statements.

STATEMENTS AND NOTICES

Statements. We will periodically make available to you a paper or on-line statement of your checking or savings account. These statements show the transactions that occurred in the time period covered by the statement. If you elect **not** to receive or review your statement, you are still responsible for having access to the information provided in the statement. At our option, a statement will not be produced in any statement period in which service charges, fees, reversals, refunds or interest are the only transactions on the account. When other activity exists, such as a deposit or withdrawal, a statement will be available to you and will include all transactions which have occurred since the last statement (this includes any service charges, fees, reversals, refunds or interest that occurred since the last available statement). At a minimum, all accounts will receive an annual statement. Regardless of how frequently a statement is made available, monthly service charges and other account fees will continue to be deducted from the account. In addition, applicable interest will continue to accrue and be paid periodically as disclosed in the product pricing information brochure.

Combined Statements. If you have multiple accounts with us, we may at any time automatically combine your accounts on a single, easy-to-read monthly statement. We will only combine statements for accounts that have common ownership (meaning at least one owner is common across multiple accounts) and the same address and Social Security Number.

If you prefer to continue receiving separate statements, please contact U.S. Bank within 30 days of receiving your combined statement. You may reach us by calling one of the numbers listed on the back of this brochure, sending a letter to U.S. Bank, 60 Livingston Ave, EP-MN-WS5D, St. Paul, MN 55107, or sending a secured email by logging on to usbank.com and selecting "Contact Us". Please include the following information in your correspondence: your name, account number(s) and the reference code "CMBSTMN."

Your address. You must give us your correct address, and if you move or change your address, you must keep us advised. You are responsible for messages and statements we send to the most recent address you have given us. We may also update your address in our records without a request from you if we receive an address change notice from the U.S. Postal Service or if we receive updated address information from our mail services vendor.

If you agree to accept mail electronically, you must give us your accurate email address and keep us up to date with any changes to your address. You are responsible for keeping your email functioning properly, or advising us if it does not work.

Multiple owners. Periodic statements and notices that we make available to one owner or agent/signer of an account will be the same as providing statements and notices to all owners of an account. You agree to designate the primary address for purposes of receiving statements and other account correspondence. Each account owner agrees that we may send any legal notice or legal process affecting any owner or the account to the primary address designated on the account. Each account owner agrees to notify the other owners of any legal notice received at that address pertaining to such other account owner or to the account.

Your Duty to Examine Your Statement. As used in this section, the term "problem" means any error, alteration, counterfeit check, or unauthorized transaction (including, but not limited to, forged or missing signatures and excluding consumer electronic banking transactions) related to your account. Because you are in the best position to discover any problem, you agree to promptly examine your statement and report to us any problem on or related to your statement. You agree that we will not be responsible for any problem that:

1. you do not report to us in writing within a reasonable time not to exceed 30 calendar days after we mail the statement (or make the statement available) to you;
2. results from a forgery, counterfeit or alteration so clever that a reasonable person cannot detect it (for example, unauthorized checks made with your facsimile or other mechanical signature device or that look to an average person as if they contain an authorized signature); or
3. as otherwise provided by law or regulation.

You agree to waive any rights to recovery you may have against us if you do not provide notice to us in the manner and within the time required by this Agreement. You may not start a legal action against us because of any problem unless: (a) you have given us the above notice and (b) the legal action begins within one year after we send or make your statement available to you. If you make a claim against us in connection with a problem, we reserve the right to conduct a reasonable investigation before re-crediting your account and you agree to fully cooperate in such investigation. Within 30 days of the date of mailing, you agree to complete and return an affidavit of unauthorized paper debit on the form we provide you along with any other information we may request. You further agree to file a police report if we request. If you refuse to sign such an affidavit or fail to return the affidavit and other requested documentation within 30 days of the date we mail it to you, you agree that we may consider the matter resolved and reverse any provisional credit provided. At our sole discretion, we may, but are not obligated to, provisionally credit your account during the investigation for all or a portion of the amount claimed. Any provisional credit to your account may be reversed if you fail to fully cooperate in our investigation or, if as a result of our investigation, we determine that the charge to your account was proper. You agree to pay any fees assessed or accrued against your account during the investigation or that may arise upon reversal of any provisional credit.

For problems involving an electronic banking transaction, please refer to the "**Electronic Banking Agreement**" sections of this brochure.

This time period for you to examine your statement and report problems to us are without regard to our level of care or the commercial reasonableness of our practices, and without regard to whether cancelled checks are supplied to you.

Contact us if you do not receive your regular statement. If this is a business account, you agree that you will have at least two people review your statements, notices, and returned checks, or in the alternative, the person who reviews these will be someone who does not have authority to transact business on the account.

RETURN OF CANCELLED CHECKS

For some specific consumer and small business checking accounts we currently offer three plans, with respect to the return of cancelled checks:

1. Check Safekeeping: paid checks that are not returned - your statement will show the check number, the amount, and the date it is paid;
2. Image Checks on Statement: paid checks that are not returned - your statement will include a reduced image of the front of the check or front and back of a check in addition to the number, amount and date the check is paid as part of the statement; (See the **CHECK 21** section; the images sent with your statement are **not** substitute checks themselves, but some may be images of substitute checks.) and
3. Returned Checks in Statement: paid checks that are returned with the statement - At our option the paid checks may be a full size image of the front and back of the paid check in addition to the number, amount and date the check is paid as part of the statement. (See the **CHECK 21** section for more information about substitute checks.)

Option 1 is what you will get unless you specifically ask for option 2 or 3. The checking accounts for which these options are available vary. The products and our fee structures for each option are disclosed in the *Consumer Pricing Information* or *Business Pricing Information* brochure or agreement for your account.

If you take option 1 or 2, and you have need for a specific paper check, we can provide a substitute copy to you upon request.

CHECKS, CHECKING ACCOUNTS AND SAVINGS ACCOUNTS WITH DRAFT ACCESS

Consumer NOW Accounts: Consumer transaction accounts are Consumer NOW Accounts on which you can write negotiable orders of withdrawal. Negotiable orders of withdrawal look and function like checks, and the rules governing checks also apply to them. Depending on account features, Consumer NOW Accounts may or may not bear interest. Although we have no intention of exercising this right, federal regulations require that we reserve the right to require at least seven days' written notice prior to withdrawal or transfer of any funds on your Consumer NOW Account.

SAVINGS ACCOUNTS

By the term "savings" account we mean an account that earns interest, but has no specific maturity date or required notice period. (A maturity date or a required notice period is a characteristic of a time deposit or certificate of deposit.)

We will provide you with a periodic (quarterly, monthly, annually based on your account type and account activity) statement for your savings account and you must examine your statement for errors or forgeries just as you should for your checking account.

Withdrawals:

You can make withdrawals from a savings or money market account in many ways, such as:

1. in person by withdrawal slip;
2. at ATMs with an ATM card or debit card; (See section titled **Electronic Banking Agreement**. You must have a card and a PIN, and you must select your saving account as the account you want to access on the screen.)
3. by automatic (electronic) payment to a loan account with us; (You would have to set this up in advance.)
4. using your debit card with a merchant, online or in person; (This will only apply if the savings account is the only account that is attached to your debit card.)*
5. by automatic (electronic) payment to others; (You would have to set this up in advance.)*
6. by telephone transfer to another account of yours with us; (You will need a PIN to use our automated system.)*
7. online transfers to other accounts with us; (You would need to arrange for online transactions.)*
8. online transfers to others; (You would need to arrange for online transactions.)*
9. by check. (You would need to select a savings account that permits access by check.)*

Federal Regulation D limits certain types of withdrawals and transfers made from a savings or money market account to a combined total of six per account cycle. This includes withdrawals made by check or draft to third parties; debit or ATM card point-of-sale (POS) purchases; and pre-authorized withdrawals such as automatic transfers for overdraft protection and transfers made by telephone, online banking, mobile banking, bill pay, wire and facsimile. Withdrawals and/or transfers exceeding the six per account cycle allowance will result in an excessive withdrawal fee per transaction (refer to the *Consumer Pricing Information* or *Business Pricing Information* brochure). Withdrawals and transfers made in person at a U.S. Bank branch or at an ATM are not included in the limit of six per account cycle.

If limitations are continuously exceeded, we may:

1. convert your account to a checking account, and price it accordingly; or
2. close your account; and

3. charge you a fee (refer to the *Consumer Pricing Information* or *Business Pricing Information* brochure for Excessive Withdraw Fee), in addition to (1) or (2) above. We reserve the right to require seven days' notice before any withdrawal from any savings account, though it is very unlikely we will require such notice and, if we do, we will require it for all savings accounts.

S.T.A.R.T. PROGRAM AGREEMENT

Will not be accepting new enrollment as of November 15th 2015.

Savings Today And Rewards Tomorrow®

S.T.A.R.T. is a program offered by U.S. Bank to help you achieve and maintain your savings goals. The following information provides the terms of the S.T.A.R.T. Program (the "Program"), the details you need to know to enroll in and manage your savings plan, as well as the terms for earning rewards under the Program. We may change these terms at any time, in which case we will provide you notice of those changes. Please read these terms carefully and contact us if you have any questions. By enrolling in the Program, you agree to these terms.

Enrollment Process and Eligibility

To be eligible for the Program, you must meet, and continue to meet, the following three requirements:

1. Open and/or maintain an active U.S. Bank Package, including:
 - A Silver, Gold or Platinum Package Checking account AND
 - A Package Money Market Savings account

Note: Account ownership must be identical for both the package checking and package money market savings accounts.
2. Enroll in the Program.
3. Schedule and maintain a qualifying transfer from your Package Checking account to your Package Money Market Savings account.

Qualifying Transfers Options

*A qualifying transfer must occur at least once per month from your Package Checking account ("checking account") to your Package Money Market Savings account ("savings account"). **Three transfer options** are available for you to choose. You are required to set up at least one option, but can utilize all three choices.*

Note: Qualifying transfers will not be processed if your checking account has a negative available balance or if your balance would become negative as a result of the transfer.

1. Scheduled Transfer option: A recurring regularly scheduled transfer based on a specific amount transferred from the Package Checking to the Package Money Market Savings on a specific date(s) you select.

- Transfers can occur daily, weekly, every other week, or can be based on a specified date(s) or day(s) during the month. One-time or same-day transfers do not qualify.
- Example: Schedule a transfer of \$10 from your checking account to your savings account on the 1st of each month.

2. Transfers Based on Debit Card Purchases: A recurring transfer from the Package Checking account to the Package Money Market Savings account based on each number of U.S. Bank Debit Card purchases you make, transferred on the business day after the transaction is posted.

- Select a dollar amount between \$.25 and \$5.00 to transfer for each purchase transaction.
- The total number of debit card purchase transactions posted to your checking account each day will be multiplied by the per transaction dollar amount selected. That amount will be transferred from your Package Checking account to your Package Money Market Savings account.
- The debit card must be associated with the enrolled checking account. For joint checking accounts, more than one debit card can be designated and a separate transfer will occur for the activity of each card.
- Example: You have selected a transfer amount of \$.50. If five debit card purchases post on Tuesday, a transfer of \$2.50 will occur on Wednesday (from your checking account to your savings account).

3. Transfers Based on Credit Card Purchases: A recurring transfer based on the number of U.S. Bank Credit Card purchases you make, transferred on the business day after the transaction is posted.

- Select a dollar amount between \$.25 and \$5.00 to transfer from the Package Checking account to the Package Money Market Savings account for each credit card purchase transaction.
- The total number of credit card purchase transactions posted to your credit card each day will be multiplied by the dollar amount selected. That amount will be transferred from your Package Checking account to your Package Money Market Savings account.
- The credit card owner's name must also be an owner on the enrolled S.T.A.R.T. checking account. For joint checking accounts, more than one credit card can be designated, and a separate transfer will occur for the activity of each card.
- All U.S. Bank-branded, co-branded or affinity credit cards are eligible.
- If more than one credit card is enrolled in S.T.A.R.T. for this transfer option, separate transfers will occur for the total purchases posted to each card.
- Example: You have selected a transfer amount of \$3.00. If two credit card purchases post on Monday, a transfer of \$6.00 will occur on Tuesday (from your checking account to your savings account).

S.T.A.R.T. Goals and Rewards

The Program offers two rewards that can be earned by achieving and maintaining a specific account balance – called your Goal Balance – in your savings account. Your Goal Balance is the account balance of your Package Money Market Savings account at time of enrollment, plus \$1,000. You must reach Goal 1 before you become eligible for Goal 2.

S.T.A.R.T. Goal 1: When you reach the Goal 1 Balance in your Package Money Market Savings account AND a qualifying transfer occurs within 35 days of meeting the Goal 1 Balance, you will earn a \$50 U.S. Bank Rewards Visa Card.

S.T.A.R.T. Goal 2: When you maintain the Goal Balance in your Package Money Market Savings account for 12 consecutive months from the date of meeting Goal 1, you will earn a \$50 U.S. Bank Rewards Visa Card.

Note: Reward(s) will be sent to the primary savings account holder within 30 days of goal verification. Rewards will be reported as interest earned on IRS Form 1099-INT. The account holder is responsible for any applicable taxes. If your savings account is subject to State or Federal tax withholding, the amount of your U.S. Bank Rewards Visa Card will have taxes withheld. A customer is eligible to earn only one of each goal type, for a maximum reward of \$100.

Terms and conditions and fees may apply to Rewards Cards. The U.S. Bank Rewards Visa Card cannot be reloaded with additional funds, nor can it be used at an ATM. For complete terms and conditions, see the "U.S. Bank Rewards Visa Card Agreement" available at www.usbankrewardscard.com. Lost or stolen cards can be replaced if the card number is available; some restrictions apply.

Think Twice™ Savings Feature Option

- If you select the *Think Twice* option, you will receive a message giving you the opportunity to "think twice" before you make a withdrawal from your enrolled Package Money Market Savings account.
- This *Think Twice* message will be presented when a request for transfer or withdrawal is made through U.S. Bank ATMs, U.S. Bank branches, Online Banking and U.S. Bank 24-Hour Banking.
- *Think Twice* can be enabled or turned off anytime at a U.S. Bank branch, online via Online Banking or on the phone with U.S. Bank 24-Hour Banking.

Monitor and Make Changes to your S.T.A.R.T. Selections

You can make changes to any transfer option, add or delete transfer selections, and monitor your goal progress: by accessing your account via Online Banking, speaking with a banker at a participating branch, or calling U.S. Bank 24-Hour Banking (see last page for phone numbers). Additionally, S.T.A.R.T. Mobile or Email Alerts can be set-up through Online Banking, and your monthly statements will provide S.T.A.R.T. progress information.

Program Termination

Your participation in S.T.A.R.T. will end if:

- You notify your banker that you no longer wish to participate in the Program.
- Your Package Checking account or Package Money Market Savings account is closed, is transferred to another product, or the account ownership does not match on both the checking and savings accounts.
- A qualifying transfer is not scheduled for six consecutive months when working towards Goal 1 achievement.

TIME DEPOSITS

A time deposit is more commonly known as a certificate of deposit or CD. With a time deposit, you agree to keep your deposit with us for a specified period of time, or agree to give a required advance notice prior to withdrawal, and we agree to pay you interest at an agreed upon rate, or an agreed formula for a rate, for that period of time.

We are not required to permit an early withdrawal from a time deposit, and if we do, it will be on condition that you pay an early withdrawal fee and penalty. The amount of that penalty will be disclosed to you when you open such an account.

All the features of your time deposit will be disclosed to you when you open the account. You can call 24-Hour Banking, visit a local U.S. Bank branch, or go to usbank.com to find out what CD products and terms we offer.

If your time deposit remains inactive for a long time and our attempts to find you fail we may transfer or escheat your funds to the state as required.

Escheat is the term that is used to describe the process of transferring an account balance to the state government after an account has been dormant for a long time and if our attempts to find you fail.

The time period after which funds must escheat to the state varies from state to state. Once the funds are transferred to the state, you may be able to recover the funds from the state itself, but not from us.

We may charge a fee to transfer funds to the state.

LIMIT OF LIABILITY

We process millions of transactions every day, with the help of complicated technology and other companies. If we make a mistake and charged you more than we should have, or failed to give you credit you were due, we will correct the error, so long as you give us sufficient and timely notice and an opportunity to fix it. See the section above titled **Statements and Notices**, for your duty to pay attention to your statement and report any errors.

You agree – to the extent allowed by law – to waive any indirect, incidental, special, consequential and punitive damages for errors or mistakes we make in good faith. This includes damages that might otherwise be available in a tort or contract action, and whether the consequences are foreseeable or not.

ELECTRONIC MESSAGES AND AGREEMENTS

Many customers use the Internet and email as their primary form of communication with us. For example, we offer Online Banking and the ability to obtain periodic account statements online.

You agree that we may make agreements with you by electronic means. Your authorization and consent to such an agreement, or your delivery of instructions, may be made by use of certain numbers, codes, marks, signs, personal identification numbers (PINs), public or private keys or other means, acceptable to you and to us, to establish your identity and acceptance of the electronic communications. All electronic communications that meet these requirements will be deemed to be valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written paper communications signed by you. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering.

You are not required to accept electronic communications; we want you to be aware that this is an option for you to accept. **We will never ask you for sensitive account information, such as, passwords, PINs, Social Security numbers or account numbers via email. If you receive an email that appears to be from U.S. Bank asking for this type of information, immediately forward the email in its entirety (not as an attachment) to fraud_help@usbank.com.**

LEVIES, GARNISHMENTS AND OTHER LEGAL PROCESS

We are a national bank with many locations. You agree that for purposes of this part, we may treat your funds as existing at any and all locations where legal process can be served upon us or on an appointed agent of ours on our behalf. You understand and agree that a creditor or governmental agency may attach your account by service of legal process on any of our locations, at any site designated by us for acceptance of service of process, on any appointed agent of ours, or any other method authorized by law, court rule, or regulation.

If we are served with a garnishment, levy, execution, or other legal process of apparent validity (together referred to as “legal process”), you understand and agree that we will pay all amounts in the account in satisfaction of the legal process and in compliance with our understanding of applicable law. If your account is a joint account, for purposes of responding to legal process, we will consider each joint owner to have an undivided interest in the entire account. Therefore, you agree we may pay all amounts in the account in satisfaction of any legal process, even if it attaches to the interest of fewer than all the account owners. You agree that we may process a levy, garnishment, or other legal process served on us even if we do not process it on the same day it was received. If you believe your funds are exempt from legal process, or otherwise should not be subject to the legal process (for example, if you own funds and the legal process applies to another joint owner, you believe the court, garnishor, or levying authority lacks jurisdiction over you or the property, or you believe the garnishment or levy names the wrong party as garnishee), you agree that it is your responsibility to raise any defense to the legal process against the party who originated the legal process or seek reimbursement from a joint owner, and you agree that we have no obligation to do so.

If we are served with any legal process that tries to attach or in some way prevent you from freely using your funds, you give us the right, but we have no obligation, to hold any portion of the funds during any time necessary to determine to our satisfaction who has the legal right to the funds. If we are not able to determine whether the funds are subject to the legal process, you agree that we may deposit the funds with any court which we deem to have jurisdiction over us or the property in your account and ask that court to determine to whom the funds belong. You consent to the jurisdiction of such court to determine the legal right to the property in your account and agree to reimburse us for our expenses, including attorney’s fees and expenses, arising out of the service of the legal process on us and our response to it.

All legal process is subject to our rights of setoff and our security interest in your account. We will assess a service fee against your account for any legal process served on us regardless of whether the process is subsequently revoked, vacated, or released. Unless expressly prohibited by law, we will set off or enforce our security interest against your account for such fee prior to our honoring the legal process. We will not be liable to you if an attachment, a hold, or the payment of our fee from your account leaves insufficient funds to cover outstanding items. You agree to hold us harmless from any claim relating to or arising out of how we handle legal process pursuant to this part.

RESOLVING ACCOUNT DISPUTES AND ADVERSE CLAIMS

If a dispute arises concerning your account (including, for example, a dispute over who is an authorized signer or owner), or if we believe we have a claim against you or we have or receive a claim by a third party (including our affiliates) to all or a portion of the property (including money, certificates of deposit, securities and other investment property, financial assets, etc.) in your account, or if we have concerns regarding your account or the use of your account, we have the right to hold any portion of the property in your account until the dispute, claim, or concern is resolved to our satisfaction. We will not be liable to you if the hold we place on your account leaves insufficient funds to cover outstanding items. For purposes of this section, “account” includes any account you have with us or any of our affiliates (including, without limitation, agency, custody, safekeeping, brokerage, and revocable trust accounts). If the dispute, claim or concern remains unresolved, you agree that we may at our option deposit the property in your account with a court and ask the court to determine to whom the property belongs. If we deposit your property with a court, you agree that we may charge your account for our costs, including attorney’s fees and expenses.

INCREASED COSTS TO MAINTAIN YOUR ACCOUNT

If your account becomes subject to a receivership, court order or bankruptcy, and we are required to implement changes as to your account that increase our costs to maintain your account (for example, a requirement for us to pledge property to secure your account above the amount of any deposit insurance on your account), you agree to reimburse us for the additional costs and any expenses incurred by us (including legal fees) to implement such required changes as to your account.

CONSUMER REPORT DISPUTES

We may report information about negative account activity on deposit accounts to Consumer Reporting Agencies (CRA). As a result, this may prevent you from obtaining services at other financial institutions. If you believe we have inaccurately reported information to a CRA, you may submit a dispute by calling 844.624.8230 or by writing to: U.S. Bank Attn: CRA Management, P. O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.

ACCOUNT INFORMATION

Our Privacy Pledge discloses the information we share with other entities for marketing purposes. We also may be required to provide information about you and your account when and as required or permitted by law for other purposes, such as, for example:

1. reporting of interest you earn to federal and state tax authorities;
2. reporting of cash transactions that are at reportable limits;
3. investigating and reporting of transactions that we reasonably determine to be suspicious; and
4. responding to subpoenas, court orders, or government investigations.

SETOFF

We have the right under the law to set off amounts you owe us against your accounts with us. For purposes of this section, "account" includes any account you have with us or any of our divisions, department, and affiliates (including, without limitation, agency, custody, safekeeping, securities, investment, brokerage, and revocable trust accounts) and "you" includes, without limitation, your revocable trust, any partnership in which you are a general partner, any prior or successor entity by way of an entity conversion, and any other series of your series limited liability company (as applicable). In addition to this legal right, you give us and our affiliates the contractual right to apply, without demand or prior notice, all or part of the property (including money, certificates of deposit, securities and other investment property, financial assets, etc.) in your accounts, against any debt any one or more of you owe us or our affiliates. If your account is a joint account, you agree we may consider each joint owner to have an undivided interest in the entire account, so we may exercise our contractual right of setoff against the entire account. This includes, for example, debts that now exist and debts that you may incur later, your obligations under a guaranty, and also includes all fees you owe us or our affiliates. We will not be liable to you if enforcing our rights of setoff against your account(s) leaves insufficient funds to cover outstanding items or other obligations. You agree to hold us harmless from any claim arising as the result of our enforcement of our rights of setoff in, or enforcement of our rights of setoff against, your account(s).

Our contractual right of setoff does not apply:

1. to an account that is an IRA or other tax-deferred retirement account;
2. to a debt that is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest); or
3. if our records demonstrate to our satisfaction that the right of withdrawal that a depositor/debtor has with us only arises in a representative capacity (for example, only as an authorized signer, attorney-in-fact or a fiduciary) for someone else.

This right of setoff is in addition to any security interest that we or an affiliate of ours might have in your deposit account.

SECURITY INTEREST IN ACCOUNTS

You grant to us a security interest in all your accounts with us, and all property in your accounts (including money, certificates of deposit, securities and other investment property, financial assets, etc.), to secure any amount you owe us or our divisions, department, and affiliates, now or in the future. This includes, for example, debts that now exist and debts that you may incur later, your obligations under a guaranty, and also includes all fees you owe us or our affiliates. For purposes of this section, "account" includes any account you have with us or any of our affiliates (including, without limitation, agency, custody, safekeeping, securities, investment, brokerage, and revocable trust accounts) and "you" includes, without limitation, your revocable trust, any partnership in which you are a general partner, any prior or successor entity by way of an entity conversion, and any other series of your series limited liability company (as applicable).

If your account is a joint account, you agree we may consider each joint owner to have an undivided interest in the entire account, so we may exercise our security interest against the entire account. We may enforce our security interest without demand or prior notice to you. You agree, for purposes of this security interest, that our affiliates may comply with any instructions we give them regarding your accounts held with them, without further consent. You also agree that we may comply with any instructions regarding your accounts that we receive from our affiliates pursuant to a security interest they have in your accounts with us. We will not be liable to you if enforcing our security interest against your account(s) leaves insufficient funds to cover outstanding items or other obligations.

You agree to hold us harmless from any claim arising as the result of our security interest in, or enforcement of our security interest against, your account(s).

SECURITY

It is your responsibility to protect the account numbers, including card numbers and electronic access devices (e.g., an ATM card, debit card, username and password or PIN) we provide to you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give him or her full use of your money. An account number can be used by thieves to encode your number on a false demand draft which looks like and functions like an authorized check.

If you furnish your access device and grant actual authority to make transfers to another person (a family member, coworker or employee, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account. If you provide your account number in response to a telephone solicitation for the purpose of making a transfer (to purchase a service or merchandise, for example), payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

We reserve the right to place a hold on your account if we suspect irregular, fraudulent, unlawful or other unauthorized activity involved with your account. We may attempt to notify you of such a hold, but we are not required to provide notice prior to placing the hold. You agree that we may maintain such a hold until all claims against you or us to the funds held in your account, whether civil or criminal in nature, have been resolved fully in our sole satisfaction.

ARBITRATION

This section does not apply to any dispute in which the amount in controversy is within the jurisdictional limits of, and is filed in, a small claims court. These arbitration provisions shall survive closure of your account or termination of all business with us. If any provision of this section is ruled invalid or unenforceable, this section shall be rendered null and void in its entirety.

Arbitration Rules: In the event of a dispute relating to or arising out of your account or this Agreement, you or we may elect to arbitrate the dispute. At your election, the arbitration shall be conducted by either JAMS or the American Arbitration Association ("AAA") (or, if neither of these arbitration organizations will serve, then a comparable substitute arbitration organization agreed upon by the parties or, if the parties cannot agree, chosen by a court of competent jurisdiction). If JAMS is selected, the arbitration will be handled according to its Streamlined Arbitration Rules unless the Claim is for \$250,000 or more, in which case its Comprehensive Arbitration Rules shall apply. If the AAA is selected, the arbitration will be handled according to its Commercial Arbitration Rules. You may obtain rules and forms for JAMS by contacting JAMS at 1.800.352.5267 or www.jamsadr.com and for the AAA by contacting the AAA at 1.800.778.7879 or www.adr.org. Any arbitration hearing that you attend will take place in the federal judicial district in which you reside. Without regard to which arbitration body is selected to resolve the dispute, any disputes between you and us as to whether your claim falls within the scope of this arbitration clause shall be determined solely by the arbitrator, and not by any court.

Arbitration Process: Arbitration involves the review and resolution of the dispute by a neutral party. The arbitrator's decision will generally be final and binding. At your request, for claims made to consumer accounts, we will advance your filing and hearing fees for any claim you may file against us; the arbitrator will decide whether we or you will ultimately be responsible for those fees. Arbitration can only decide our or your dispute and cannot consolidate or join claims of other persons who may have similar claims. There will be no authority or right for any disputes to be arbitrated on a class action basis.

Effects of Arbitration: If either of us chooses arbitration, neither of us will have the right to litigate the dispute in court or have a jury trial. In addition, you will not have the right to participate as a representative or member of any class of claimants, or in any other form of representative capacity that seeks monetary or other relief beyond your individual circumstances, pertaining to any dispute subject to arbitration. There shall be no authority for any claims to be arbitrated on a class action or any other form of representative basis. Arbitration can only decide your or our claim, and you may not consolidate or join the claims of other persons who may have similar claims, including without limitation claims for public injunctive or other equitable relief as to our other customers or members of the general public. Any such monetary, injunctive, or other equitable relief shall be limited solely to your accounts, agreements, and transaction with us. Notwithstanding the foregoing, any question as to the validity and effect of this class action waiver shall be decided solely by a court of competent jurisdiction, and not by the arbitrator.

ATTORNEY'S FEES

Where used, "attorney's fees" includes our attorney's fees, court costs, collection costs, and all related costs and expenses. Notwithstanding any provision in this Agreement to the contrary, any provision for attorney's fees in this Agreement shall not be enforceable in any dispute governed by the laws of California or Oregon.

FUNDS AVAILABILITY: YOUR ABILITY TO WITHDRAW FUNDS – ALL ACCOUNTS

This funds availability policy applies to deposits into a checking or savings account made at a branch or ATM. This policy may not apply to deposits made remotely through a mobile or other electronic device.

Some sections of this disclosure apply to all accounts and all customers. There are special sections for New Accounts, Commercial Accounts, Private Client Accounts and Retail Consumer and Small Business Accounts. We will make that clear in the section headings.

Funds “availability” means your ability to withdraw funds from your account, whether those withdrawals are to be in cash, by check, automatic payment, or any other method we offer you for access to your account. If deposited funds are not “available” to you on a given day, you may not withdraw the funds in cash and we may not use the funds to pay items that you have written or honor other withdrawals you request. If we pay items that you have written or honor other withdrawals before funds are available to you, we may charge a fee for this. Please review the product pricing information brochure for information regarding overdraft fees associated with your accounts.

Please remember that even after the item has “cleared,” we have made funds available to you, and you have withdrawn the funds, you are still responsible for items you deposit that are returned to us unpaid and for any other problems involving your deposit. See our **Returned Deposited and Cashed Items** section.

DETERMINING THE AVAILABILITY OF A DEPOSIT – ALL ACCOUNTS

The day funds become available is determined by counting business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit in person before our “cutoff time” on a business day we are open, we will consider that day to be the day of your deposit for purposes of calculating when your funds will become available. However, if you make a deposit after the cutoff time, or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Our cutoff times vary from branch to branch. The earliest cutoff time at any of our branches is 2:00 p.m. (local time at the branch).

In addition, cutoff times may also vary depending on whether it is a deposit envelope ATM or a no deposit envelope ATM. If you make a deposit before 6:00 p.m. (local time, at the ATM location) for a deposit envelope ATM or before 8:00 p.m. (local time, at the ATM location) for a no deposit envelope ATM on a business day we are open, we will consider that day to be the day of your deposit. If you make a deposit at a deposit envelope ATM on or after 6:00 p.m. (local time), or on or after 8:00 p.m. (local time) for a no deposit envelope ATM or on a day we are not open, we will consider the deposit to be made on the next business day we are open.

Deposits you send by mail are considered deposited on the business day it arrives if it arrives by the cutoff time at the branch of deposit. In all cases, availability of any deposit assumes that a requested withdrawal will not overdraw the account.

IMMEDIATE AVAILABILITY – ALL ACCOUNTS

The following types of deposits will usually be available for withdrawal immediately under normal circumstances:

- Cash (if deposited in person to an employee of ours);
- Electronic direct deposits;
- Wire transfers; and
- The first \$200 from the total of all other deposits made on any given day.

Cash and wire transfer deposits are subject to the **Special Rules for New Accounts** and the \$200 availability is subject to the rule in the section titled **Longer Delays May Apply**.

LONGER DELAYS MAY APPLY

Government Checks, Cashier's Checks, and Other Types of Special Checks. If you make a deposit of one of the following items in person to one of our employees, our policy is to make the funds from those deposits available no later than the first business day after the day of deposit:

- State and local government checks that are payable to you;
- Cashier's, certified, and teller's checks that are payable to you; and
- Federal Reserve Checks, Federal Home Loan Checks, and U.S. Postal Money orders that are payable to you.

If you do not make your deposit in person to an employee of the bank (for example, if you mail us the deposit), funds from these deposits may be available no later than the second business day after the day of deposit. However, we may delay funds for a longer period of time, see section titled **Longer Delays May Apply – Safeguard Exceptions**.

Case-by-Case Delays. In some cases, we will not make all of the funds that you deposit available to you as provided above. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposit, however, will be available no later than the first business day after the day of deposit, and usually immediately.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees (including a deposit made at an ATM) or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Safeguard Exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

Foreign Checks. Checks and other items drawn off a foreign financial institution, whether negotiable in a foreign currency or in U.S. dollars, may require special funds collection processing by us. As a result funds availability may be delayed. If you deposit such an item, you agree that we may delay funds availability at our discretion until we are satisfied that we have received final payment of the item.

RETAIL CONSUMER, SMALL BUSINESS AND COMMERCIAL ACCOUNTS

Our general availability policy for these accounts is to make funds available to you on the first business day after the day of deposit. We generally make some portion of a day's deposits available for withdrawal immediately. See the previous section for the types and amounts of deposits that are available immediately.

PRIVATE CLIENT ACCOUNTS

Our general availability policy for **Private Client Accounts** is to make funds you deposit available to you immediately. This immediate availability policy includes all deposits at any ATM. The section above titled **Longer Delays May Apply** also applies to your accounts. If we impose a delay as provided in that section, then the sections titled **Cashing Checks and Other Accounts** may also apply.

DEPOSITS AT AUTOMATED TELLER MACHINES – RETAIL CONSUMER, SMALL BUSINESS AND COMMERCIAL ACCOUNTS

Our Machines. If you make a deposit at an ATM identified as ours with the U.S. Bank name, your deposit will generally be available on the first business day after the day of deposit. However, in certain circumstances, and at U.S. Bank's discretion, the funds may not be available until the second business day after the day of deposit.

Other Machines. If you make a deposit at an ATM that is not identified as ours with the U.S. Bank name, your deposit will not be available until the fifth business day after the day of deposit. New customers cannot make deposits at ATMs we do not own or operate within the first 90 days of the account relationship.

SPECIAL RULES FOR NEW ACCOUNTS – RETAIL CONSUMER AND SMALL BUSINESS ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits and deposits of cash and wire transfers to your account will be available on the day we receive the deposit. The first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, on-us checks (checks drawn on U.S. Bank), and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special

deposit slip). The excess amount over \$5,000 will be available on the fifth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will generally be available on the fifth business day after the day of your deposit. In certain instances, we may hold funds from other check deposits for longer than five business days. For example, if we receive a check that falls within the Safeguard Exception description above, we may delay funds for up to seven business days. If we do so, we will provide you with a hold notice at the time of deposit or when we learn that we will hold the funds from the deposit.

CASHING CHECKS

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

OTHER ACCOUNTS

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the day the deposited item would have been available, which will usually be the first business day after the day of deposit.

BUSINESS ACCOUNT ISSUES

All other sections of this booklet apply to consumer and business accounts alike, (except when a rule specifically says it will apply to consumers). These next eight apply to accounts used primarily for business purposes.

UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL TRANSACTIONS

You agree that you, or anyone acting on your behalf, will not use your account, access device or banking relationship with us to facilitate illegal transactions such as those prohibited by the Unlawful Internet Gambling Act of 2006, or otherwise violate any law, rule or regulation applicable to you. If we identify a suspected illegal transaction, we may block such transactions, and further we may close your account or terminate our banking relationship with you.

DEPOSIT OF PRE-AUTHORIZED DRAFTS

A pre-authorized draft is an arrangement whereby you get authority from a person (a customer, usually) to access a deposit account owned by that person to pay a debt that person owes you. You deposit these “drafts” into a deposit account with us, and we collect them from your customers, who may have accounts with us or other banks. (These “drafts” are checks you create based on information your customer provides you, such as the customer’s name and account number, and the express permission your customer gave you to draw on his account.)

When you deposit these pre-authorized drafts, you make the following agreements and warranties:

1. You have express, verifiable and binding authorization from your customer to access his, her or its account for the amount you ask us to collect;
2. You will keep the proof of your authorization in retrievable form for not less than two years from: (a) the date of the authorization of a one-time draft; or (b) from the date of revocation of the authorization of recurring drafts. You agree to provide us with such proof upon our request;
3. We may reverse any credit given to you for any draft deposited to your account and returned to us regardless of when it is returned or the reason for the return. We may take funds in your account to pay the amount you owe us, and if there are insufficient funds in your account, you will still owe us the remaining balance.

EARNINGS CREDIT

Fees for services used by you may be assessed in full to your accounts or may be offset through account analysis by applying earnings credit to your service charges to determine a single monthly net service charge. Your earnings credit rate is established by us and will change from time to time. Your net service charge could be zero if your earnings credit equals or exceeds your total charges in a given month. If your earnings credit is not sufficient to offset the amount due hereunder, you agree to pay such amounts to us upon demand.

WAIVER OF NOTIFICATION OF REDEPOSITED CHECKS

When you deposit checks to your account, you have a right to be notified whenever a check you deposit is returned unpaid. We offer a plan (to businesses who elect it) whereby we will automatically redeposit checks returned unpaid due to insufficient funds. To simplify collection of these items, you give up this right to notification for those items we redeposit. If these items are returned unpaid a second time, you will receive standard notification.

We may withhold the availability of funds represented by a redeposited check. We will notify you of such delay.

CHECKS AND CHECKING ACCOUNTS AND SAVINGS ACCOUNTS WITH DRAFT ACCESS

NOW Accounts. Sole proprietors, government agencies, fiduciaries and nonprofit business enterprises may open transaction accounts (“Business NOW” accounts) on which you can write negotiable orders of withdrawal, and theoretically earn interest. Negotiable orders of withdrawal look and function like checks, and the rules governing checks also apply to them. Depending on account features, Business NOW accounts may or may not bear interest. Where applicable, interest on Business NOW accounts is normally paid on investment-eligible balances. Although we have no intention of exercising this right, federal regulations require that we reserve the right to require at least 7 days’ written notice prior to withdrawal or transfer of any funds in your Business NOW account.

FACSIMILE SIGNATURES

You may wish to use a facsimile signature stamp or other mechanical signature device to sign checks or other orders relating to your accounts. If you do, we will, without contacting you, debit your account for items bearing an imprint that looks substantially like your authorized mechanical signature, whether or not such items bear the actual facsimile signature stamp. You agree to notify us and give us a sample imprint if you plan to use such a device. If you do not give us a sample, this section still applies to your use of the device. You are responsible for the security of any mechanical signature device. We will not be responsible for payment of unauthorized items bearing an imprint from, or similar to, your authorized mechanical signature.

DEPOSITS

Truncation, Substitute Checks, and Other Check Images: If you truncate an original check and create a substitute check or other replacement document, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with the time requirements as outlined in your Remote Deposit Capture Agreement with us. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

Deposit Preparation, Sorting, and Endorsements: You agree to properly prepare, sort, and endorse all deposits according to requirements specified in any applicable user guides and Federal Regulation CC. You agree to indemnify us for any loss we incur that results from your failure to comply with these requirements.

Requalification: If you elect to have another bank or entity receive and process all of your returned checks, such other bank’s endorsement may be obscured by our depository bank endorsement. You understand and agree that any other endorsement placed on your checks that identify another bank as the depository bank or the bank to which checks should be returned may result in illegible or double endorsements, which may delay the return of your checks. You agree we shall not be liable for any such delays.

FRAUD PREVENTION MEASURES. We offer certain products and services, such as “positive pay,” and account blocks and filters that are designed to detect or deter fraud. Failure to use such services could substantially increase the likelihood of fraud. If you fail to implement any of these products or services, or if you fail to follow these or other precautions reasonable for your type of account or circumstances, you agree that you will be precluded from asserting any claims against us for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, service or precaution was designed to detect or deter, and we will not be required to re-credit your account or otherwise have any liability for paying such items.

ELECTRONIC BANKING AGREEMENT FOR CONSUMER CUSTOMERS

This section applies to payment orders and funds transfers governed by the Electronic Fund Transfer Act. When you enroll in online or mobile banking we will provide you with the U.S. Bank Online and Mobile Financial Services Agreement that governs the use of all online and mobile services (“Online Services”).

If you have any questions regarding electronic banking transactions or believe that an unauthorized transaction has occurred, please call U.S. Bank 24-Hour Banking (see last page for phone numbers), visit a local U.S. Bank branch or write to:

U.S. Bank 24-Hour Banking
EP-MN-WS5D,
60 Livingston Ave.,
St. Paul, MN 55107

Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

TYPES OF TRANSACTIONS

These are the types of Electronic Fund Transfers that you can accomplish with us (assuming you make arrangements to do so).

Electronic Fund Transfers Initiated by Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In all cases, these third party transfers will require you to provide the third party with your account number and bank information. Thus, you should only provide your bank and account number information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

Direct Deposits. You can arrange for direct deposits to your checking or savings account(s).

Preauthorized Payments. You can arrange to pay certain recurring bills from your checking or savings account(s).

Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

Electronic returned check charge. You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

Expanded Account Access

What it is. Any card or PIN (personal identification number) can be used to access up to five checking, savings, line of credit and credit card account(s) held in the same name at U.S. Bank or any of its bank affiliates; and any account you open with us and our affiliates may be accessed by your card or PIN. "Access" means use of a card or account number and PIN to conduct a transaction or obtain information at ATMs, over the telephone, through personal computer banking, or any other available method. If the card or PIN is for a joint account, that card or PIN can be used to access all the accounts linked to the card or PIN account, whether joint or individual. Expanded Account Access is also applicable to your Online Services.

The "cards" that can get Expanded Account Access. All U.S. Bank Debit Cards and ATM cards (excluding prepaid cards), and all U.S. Bank-issued Credit Cards (including, but not limited to, co-branded credit cards, and all credit lines issued through U.S. Bank and U.S. Bank affiliates).

Fees and Charges for Expanded Account Access. There are no additional fees or charges just for Expanded Account Access, but fees applicable to each applicable account will continue to apply in accordance with the terms of the applicable account agreements. The fees and terms for each of your accounts will be as disclosed in the *Consumer Pricing Information* brochure. You should have received one and they are also available at any of our branches in your state.

The fees and terms for your personal credit cards and lines of credit are disclosed in the applicable cardmember agreement.

How to Cancel. You can visit a branch or call the U.S. Bank 24-Hour Banking number at any time to cancel Expanded Account Access. If you cancel Expanded Account Access for any account, that account will not be accessible by any card or PIN other than the card or PIN specifically designated for that account.

Account Access at Automated Teller Machines

You can access up to five checking, five savings, and five line(s) of credit or credit card accounts at U.S. Bank ATMs through all your cards held in the same name (excluding prepaid cards).

You may perform the following transactions at ATMs:

- Make cash withdrawals from your checking and savings accounts.
- Get cash advances from your credit card or line of credit account using your U.S. Bank Debit Card or ATM card. (Refer to your cardmember agreement for any cash advance fees and finance charges that may apply.)
- Deposit funds to checking and savings accounts.
- Transfer funds from your account associated with your card.
- Make payments to credit card or line of credit accounts from a deposit account associated with your card.
- Check the current balance of your linked checking, savings, credit card and line of credit accounts.
- Request a statement showing your most recent deposit account transactions. (Refer to the *Consumer Pricing Information* brochure regarding any fees for purchasing statements at ATMs.)
- Purchase stamps at participating locations.
- Make certain charitable contributions from a deposit account associated with your card.

Some of these transactions are not available at all ATMs.

Purchases at Merchants

You may use any of your U.S. Bank Debit Cards to make purchases at Visa® merchants that accept debit cards. You may use your U.S. Bank ATM Card and any of your U.S. Bank Debit Cards to make purchases by entering your PIN at participating merchants. You may also get cash from a merchant, if the merchant permits. Purchases made with your card will result in debits to your "primary" checking account. These transactions will be itemized on your monthly statement, including the merchant name, location, the date of purchase and the amount of the purchase.

Returns at Merchants

Returns of purchases made with your U.S. Bank Debit Card are limited to \$1,500 per day.

Other Electronic Transactions

In addition to transactions initiated by using your U.S. Bank Debit Card, there are other electronic banking transactions that you may arrange through your account. These include:

- Telephone/personal computer activated transfers of funds from your accounts with us to other accounts with us or to third parties. These include but are not limited to transfers made by telephone, text, online and mobile banking.
- Automatic transfer of funds between checking and savings accounts.
- Automatic periodic payments to third parties or us from checking or savings accounts (for example, monthly mortgage payments, installment loan payments, insurance payments, utility payments).
- Direct deposit to checking or savings accounts (for example, payroll checks, social security payments).
- Electronic check conversions from your checking account using a blank, partial or fully completed personal check at merchant locations.
- Payments made to your account through your U.S. Bank Debit Card.
- You can also use any of your U.S. Bank Debit Cards to obtain a cash advance from your checking account at any Visa® member bank anywhere in the world.

LIMITS ON TRANSFERS

The terms of your deposit account may restrict the number of withdrawals you may make from your account each month. Restrictions described earlier in this brochure and in other disclosures and agreements you received at the time your account was opened or when additional products or services were accessed, will also apply to your electronic withdrawals and electronic payments unless specified otherwise.

New Accounts

For the first 90 days of opening a new account, you cannot make deposits at a non-U.S. Bank ATM. After this initial period, you can make deposits at any participating ATM.

Security

For security reasons, there are limitations on the transactions that you may perform with any of your U.S. Bank Debit Cards or U.S. Bank ATM Cards per day. There are limitations on the dollar amount of cash withdrawals at ATMs and/or cash that you receive from merchants over the amount of your purchase. There are also limitations on the total dollar amount of purchases at merchants and/or cash advances at Visa® member banks you may perform during each 24-hour period beginning at 9:00 p.m. Central Time. Our standard transaction limits for ATM cards are \$300 per day for cash withdrawals and \$1,000 per day for purchases. Our standard transaction limits for debit cards are \$500 per day for cash withdrawals and \$1,000 per day for purchases and/or cash advances at banks. Our standard transaction limits for receiving money through your U.S. Bank Debit Card are \$3,000 per transaction and \$10,000 per day. We may change these limitations based on periodic risk assessments and we reserve the right to make such changes without notice to you. Transfer limits are also subject to temporary reductions to protect the security of customer accounts or transfer systems.

Debit Card Transactions

When we receive an electronic notice that a U.S. Bank Debit Card Visa® transaction has been authorized against your account, we will place a hold on your account for that amount. For some types of merchants (e.g., hotels, restaurants, gas stations, car rental agencies) an estimate will be made of the amount of the anticipated purchase for the purpose of determining an authorization amount. As a result, the amount held against your account may be less or greater than the final transaction amount presented. Your available account balance will be reduced by the amount held for all pending debit card Visa® purchases from the time we receive the notice until the item is presented, a completion message is received, or three business days, whichever occurs first. If we release a hold due to the expiration of three business days, your account may still be debited if and when the transaction is presented to us for processing. During that time, sufficient funds may not be available to pay checks or other electronic transactions, and you may be subject to an overdraft fee.

FEES

We will charge you fees for electronic fund transfers in accordance with the information found in our *Consumer Pricing Information* brochure. The fees may be changed at any time, subject to our giving you any notice required by law.

ATM Surcharges. When you use an ATM that is not identified as ours with the U.S. Bank name, you may be charged a fee by the ATM operator or any network used to complete the transfer.

USING YOUR CARD FOR INTERNATIONAL TRANSACTIONS

You may use your U.S. Bank Debit Card or ATM card for retail purchases with international merchants, for international cash advances and all transactions performed at international ATMs that bear any of the network logos found on your card. Refer to our *Consumer Pricing Information* brochure for fee information. We may block transactions in certain foreign countries. Call us at 800.872.2657 for more information. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered international transactions under the applicable network rules, in which case we will add International Processing Fees to those transactions.

U.S. Bank does not control how these merchants, ATMs and transactions are classified for this purpose. If the transaction requires a currency conversion, the exchange rate in effect when processed may differ from the rate in effect on the date of the transaction or the date of the posting to your Account.

Transactions processed through the Visa® system will be converted according to the applicable rules established by Visa®. The foreign currency transaction will be converted to U.S. Dollars by multiplying the amount of the foreign currency times (a) a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. For transactions processed through other networks, the international currency transaction will be converted by that network in accordance with their rules.

Additional fees may apply. If you need to contact us about your card while outside of the United States, call us collect at 503.401.9991.

ADVISORY AGAINST ILLEGAL USE

You agree not to use your card(s) for illegal gambling or any other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which you may be located; therefore, we reserve the right to decline all online (Internet) gambling transactions.

DOCUMENTATION

Terminal transfers. You can get a receipt at the time you make any transfer to or from your account using automated teller machines or point-of-sale terminals. However, you may not get a receipt if the amount of the transfer is \$15 or less.

Pre-authorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call U.S. Bank 24-Hour Banking or visit our Online Banking site at usbank.com to find out whether or not the deposit has been made.

Periodic statements. You will get a monthly account statement unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly for an account to or from which you have arranged for electronic access. In the event your account has become inactive as defined in the section titled Dormant Accounts and Escheat (refer to page 10) and you have had no electronic activity, you will receive an annual statement.

PREAUTHORIZED PAYMENTS

If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person you are going to pay ten calendar days prior to the payment date of the amount to be deducted. If the date upon which your payment is scheduled to be deducted changes, the person you are going to pay will notify you seven calendar days prior to the new scheduled date. To confirm the completion of automatic transfers, payments and/or direct deposits, please contact U.S. Bank 24-Hour Banking or visit our Online Banking site at usbank.com.

Right to Stop Payment of Preauthorized Transfers

To stop a preauthorized electronic payment or transfer, please call U.S. Bank 24-Hour Banking (see last page for phone numbers). You must call in time for us to receive your request and to be able to act upon it, which in the case of these electronic payments, is at least three business days before the transfer is scheduled to occur. We may also require you to put your request in writing and forward it to us within 14 days after you call.

If you order us to stop one of these payments at least 3 business days before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

OUR LIABILITY

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If you have an overdraft line and the transfer would go over the credit limit.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. There may be other rules/limitations stated in our agreement(s) with you that excuse our failure to make a requested transfer (for example, the monthly limit on certain transfers out of non-transaction savings accounts; refer to Savings Accounts, Withdrawal section on page 12 for additional details).

Authorized Transactions

We assume that all transactions performed with your U.S. Bank ATM Card or any of your U.S. Bank Debit Cards and/or your personal identification number (PIN) are authorized unless you promptly notify us to the contrary. If you intentionally provide another person with the means to perform electronic banking transactions using your account, any resulting transactions will be treated as if they were performed and authorized by you. Such treatment will continue until you notify U.S. Bank Fraud Liaison Center (see below) that the other person is no longer authorized to use your card and/or PIN (in which case the card and PIN will have to be deactivated).

UNAUTHORIZED TRANSACTIONS AND LOST OR STOLEN CARDS

An unauthorized transaction is one that another person conducts without your permission and from which you receive no benefit.

In order to avoid unauthorized transactions, please observe the following basic precautions:

- Do not keep your U.S. Bank ATM Card or U.S. Bank Debit Card and personal identification number (PIN) together. Do not write your PIN on your card.
- Do not provide your card or reveal your PIN to another person. If you do so, you authorize that person to conduct transactions using your card or PIN. You are liable for that person's transactions until you notify U.S. Bank Fraud Liaison Center (see below) that the person is no longer authorized to use your card or PIN.
- Notify U.S. Bank Fraud Liaison Center or any U.S. Bank branch of the loss, theft or unauthorized use of your card or PIN.
- Notify U.S. Bank Fraud Liaison Center or any U.S. Bank branch if you think an electronic banking transaction is incorrectly reported on a receipt or statement. Failure to promptly notify U.S. Bank Fraud Liaison Center or any U.S. Bank branch of the loss, theft, or unauthorized use of your card or PIN will result in inconvenience to you and will hinder the efficient operation of your account.

U.S. Bank Fraud Liaison Center
877.595.6256

We reserve the right to cancel, block, and not renew your access device for any reason, with or without prior notice. Reasons for suspension of access may include, for example:

- Detection of suspicious or fraudulent activity;
- Lack of usage;
- Misuse; or
- Access devices returned as undeliverable by postal service.

CONSUMER LIABILITY FOR UNAUTHORIZED TRANSFERS

Zero Liability for All Transactions. Except as provided in the next paragraph, you are generally protected from all liability for unauthorized use of any of your U.S. Bank Debit Cards, the associated account numbers printed on them (including purchases made over the phone or online) and your ATM card or its associated personal identification number (PIN). You still need to report the loss or theft of these cards, PINs, and any unauthorized transactions to us as soon as you can. This is necessary so you can get any unauthorized transactions reversed, prevent further unauthorized transactions, and avoid liability for subsequent purchases we could have prevented had you given us notice. This policy also protects you from liability for other types of electronic fund transfers. Please follow the section entitled **Error Resolution Notice** to report any unauthorized activity on your account.

After 60 Days from Statement Notice. If you fail to give us notice of an unauthorized electronic fund transfer within 60 days of when we first deliver a statement to you that discloses that unauthorized transaction, you will be liable for all fund transfers that occur after that 60 day period expires if we could have prevented such transaction had you reported it to us within the 60 day period. This rule applies to all forms of electronic fund transfers (including but not limited to ATM transactions, preauthorized withdrawals, Online transactions, and purchases with any of your U.S. Bank Debit Cards, etc.) that occur after the 60 day period following the first statement notice.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend this time period.

MINNESOTA LIABILITY DISCLOSURE

If our records assign your account to a branch located in the State of Minnesota, you may bring a civil action against any person violating the consumer privacy and unauthorized withdrawal provisions of Minnesota Statutes § 47.69, and may recover, in addition to actual damages or \$500, whichever is greater, punitive damages when applicable, and the court costs and reasonable attorney's fees incurred.

BUSINESS DAYS

Bank "business days" are Monday through Friday. Federal holidays are not included.

CONFIDENTIALITY

We will disclose information to third parties about your account as permitted by law or the transfers you make:

1. where it is necessary for completing transfers; or
2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. in order to comply with government agency or court orders; or
4. if you give us your written permission; or
5. according to our privacy pledge, which generally permits us to share information with companies that perform marketing or other services on our behalf.

ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers, call U.S. Bank 24-Hour Banking at a number on the last page, visit any U.S. Bank branch or write us at the address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your dispute or question in writing within ten business days. We will determine whether an error occurred within ten business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your dispute or question. If we decide to do this, we will credit your account within ten business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your dispute or question in writing and we do not receive it within ten business days, we might not provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your dispute or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation. Write to us at:

U.S. Bank
EP-MN-WS5D
60 Livingston Ave.
St. Paul, MN 55107

Error resolution and contact information with respect to Online Banking services is provided in our *Online and Mobile Banking Agreement*. The Online Banking site may be accessed by going to the U.S. Bank web site at usbank.com and following the directions to login to Online and Mobile Banking. More detailed information is available on request.

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful:

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Do not leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Do not lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.

6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Do not accept assistance from anyone you do not know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Do not display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and local law enforcement officials immediately.

ELECTRONIC BANKING AGREEMENT FOR BUSINESS CUSTOMERS

This section governs transactions initiated by you or your employees using a U.S. Bank Business Edge Debit Card or ATM Card or other U.S. Bank card products offered to business customers from time to time by U.S. Bank ("Business Edge Debit Card(s)"). Your use of business debit cards are subject to the fees and terms of your checking and savings accounts as set forth elsewhere in this Agreement and in related brochures and fee schedules, which are available at any branch in your state. Some ATM networks impose an additional transaction fee unrelated to our fees and charges and may be assessed to your account. Other electronic transactions against your account, whether or not initiated or authorized by you will be governed by the specific Agreement between us related to such transactions and/or all applicable rules and regulations governing such transactions, including without limitation, the rules of the National Automated Clearing House Association (NACHA) as may be amended from time to time.

Under NACHA rules we cannot return an unauthorized electronic transaction (ACH debit) unless you notify us no later than 5:00 p.m. Central Time on the business day following the settlement date of the transaction. Otherwise, your sole recourse is to the originator of the transaction.

ACCOUNT ACCESS

Any business debit card or personal identification number (PIN) issued to or selected by you, except sole proprietors who choose to have a sole proprietor business debit card, may access only related business checking or business savings accounts (for example, accounts with the same name or tax identification number). Sole proprietor business debit cards, however, can access up to five checking accounts, five savings accounts, and five line of credit or credit card accounts through Expanded Account Access. Sole proprietor cards may access business and personal accounts. For more information on Expanded Account Access, see the Consumer Electronic Banking Agreement.

Access methods will differ depending on the business debit card selected by you and approved by us. All business debit card services may not be available depending on the access method selected.

LIMITS ON TRANSFERS

The terms of your deposit account may restrict the number of withdrawals you may make from your account each month. Restrictions described on page 18 and in other disclosures and agreements you received at the time your account was opened or when additional products or services were accessed, will also apply to your electronic withdrawals and electronic payments unless specified otherwise.

New Accounts

For the first 90 days of opening a new account, you cannot make deposits at a non-U.S. Bank ATM. After this initial period, you can make deposits at any participating ATM.

Security

For security reasons, there are limitations on the transactions that you may perform with any of your business debit cards per day. There are limitations on the dollar amount of cash withdrawals at ATMs and/or cash that you receive from merchants over the amount of your purchase. There are also limitations on the total dollar amount of purchases at merchants and/or cash advances at Visa® member banks you may perform during each 24-hour period beginning at 9:00 p.m. Central Time. Our standard transaction limits for business ATM cards are \$500 per day for cash withdrawals and \$2,500 per day for purchases. Our standard transaction limits for business debit cards are \$500 per day for cash withdrawals and \$10,000 per day for purchases and/or cash advances at banks. Our standard transaction limits for receiving money through your U.S. Bank Debit Card are \$3,000 per transaction and \$10,000 per day. We may change these limitations based on periodic risk assessments and we reserve the right to make such changes without notice to you. Transfer limits are also subject to temporary reductions to protect the security of customer accounts or transfer systems.

Debit Card Transactions

When we receive an electronic notice that a Business Debit Card Visa® transaction has been authorized against your account, we will place a hold on your account for that amount. For some types of merchants (e.g., hotels, restaurants, gas stations, car rental agencies) an estimate will be made of the amount of the anticipated purchase for the purpose of determining an authorization amount. As a result, the amount held against your account may be less or greater than the final transaction amount presented. Your available account balance will be reduced by the amount held for all pending debit card Visa® purchases from the time we receive the notice until the item is presented, a completion message is received, or three business days, whichever occurs first. If we release a hold due to the expiration of three business days, your account may still be debited if and when the transaction is presented to us for processing. During that time, sufficient funds may not be available to pay checks or other electronic transactions, and you may be subject to an overdraft fee.

Account Access at Automated Teller Machines

You may use any of your Business Debit Cards (except as noted below in **Employee Debit Cards and ATM Cards**) to make the following transactions at ATMs:

- Make cash withdrawals from your checking and savings accounts.
- Get cash advances from your credit card or line of credit account. (Refer to your cardmember agreement for any cash advance fees and finance charges that may apply.)
- Deposit funds to checking and savings accounts.
- Transfer funds from your account associated with your card.
- Make payments to credit card or line of credit accounts from a deposit account associated with your card.
- Check the current balance of your linked checking, savings, credit card and line of credit accounts.
- Request a statement showing your most recent deposit account transactions. (Refer to your account fee disclosures regarding any fees for purchasing statements at ATMs.)
- Purchase stamps at participating locations.
- Make certain charitable contributions from a deposit account associated with your card.

Some of these transactions are not available at all ATMs.

Purchases at Merchants

You may use any of your Business Debit Cards (except as noted below in **Employee Debit Cards and ATM Cards**) to make purchases at Visa® merchants that accept debit cards. You may use any of your business debit cards to make purchases by entering your PIN at participating merchants. You may also get cash from a merchant, if the merchant permits. Purchases made with your card will result in debits to your "primary" checking account. These transactions will be itemized on your monthly statement, including the merchant name, location, the date of purchase and the amount of the purchase.

Returns at Merchants

Returns of purchases made with your U.S. Bank Business Debit Card are limited to \$1,500 per day.

Employee Debit Cards and ATM Cards

Business debit cards issued to employees only allow ATM deposits at an automated teller machine. They do not allow ATM cash withdrawals or cash over the purchase amount at merchants. Employee ATM cards do not have purchase access at merchants.

Other Electronic Transactions

In addition to transactions initiated by using your business debit card, there are other electronic banking transactions that you may arrange through your account. These include:

- Telephone/personal computer activated transfers of funds from your accounts with us to other accounts with us or to third parties. These include but are not limited to transfers made by telephone, text, online and mobile banking.
- Automatic transfer of funds between checking and savings accounts.
- Automatic periodic payments to third parties or us from checking or savings accounts (for example, monthly mortgage payments, installment loan payments, insurance payments, utility payments).
- Direct deposit to checking or savings accounts (for example, payroll checks, social security payments).
- Electronic check conversions from your checking account using a blank, partial or fully completed personal check at merchant locations.
- Payments made to your account through your U.S. Bank Debit Card.
- You can also use any of your Business Debit Cards to obtain a cash advance from your checking account at any Visa® member bank anywhere in the world.

FEES

We will charge you fees for electronic fund transfers in accordance with the information found in our *Business Pricing Information* brochure. The fees may be changed at any time, subject to our giving you any notice required by law.

ATM Surcharges. When you use an ATM that is not identified as ours with the U.S. Bank name, you may be charged a fee by the ATM operator or any network used to complete the transfer.

USING YOUR CARD FOR INTERNATIONAL TRANSACTIONS

You may use your business debit card for retail purchases with international merchants, for international cash advances and all transactions performed at international ATMs that bear any of the network logos found on your card. Refer to our *Business Pricing Information* brochure for fee information. (We may block transactions in certain foreign countries. Call us at 800.673.3555 for more information.) Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered international transactions under the applicable network rules, in which case we will add International Processing Fees to those transactions. U.S. Bank does not control how these merchants, ATMs, and transactions are classified for this purpose. If the transaction requires a currency conversion, the exchange rate in effect when processed may differ from the rate in effect on the date of the transaction or the date of the posting to your Account.

Transactions processed through the Visa® system will be converted according to the applicable rules established by Visa®. The foreign currency transaction will be converted to U.S. Dollars by multiplying the amount of the foreign currency times (a) a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. For transactions processed through other networks, the international currency transaction will be converted by that network in accordance with their rules.

Additional fees may apply. If you need to contact us about your card while outside of the United States, call us collect at 503.401.9991.

BALANCE REQUIREMENTS

Transactions using your business debit card will be completed only if sufficient funds are available in the applicable account balance, overdraft protection or other linked credit facility to fully perform the transaction.

UNAUTHORIZED TRANSACTIONS AND LOST OR STOLEN CARDS AND SECURITY

You are solely responsible for maintaining the security of your business debit cards and PINs and their use by you and your employees and other agents. You shall be liable for the acts of your employees and agents related to your business debit cards, including business debit card applications and other service requests. If you provide another person with the means to perform transactions related to your accounts using your business debit card or PIN, any resulting transactions will be treated as if they were performed and authorized by you.

You are generally protected from all liability for unauthorized use of your business debit card.

The U.S. Bank Zero Liability policy is subject to certain conditions. If we determine that the unauthorized transaction was caused by your gross negligence or fraud, the U.S. Bank Zero Liability policy will not apply. You still need to report the loss or theft of these cards, PINs, and any unauthorized transactions to us as soon as you can. This is necessary so you can get any unauthorized transactions reversed, prevent further unauthorized transactions, and avoid liability for subsequent purchases we could have prevented had you given us notice.

You must report an unauthorized debit card transaction to us within a reasonable time, not to exceed 60 days, from the day we send or make your account statement available to you on which an unauthorized transaction is first reported. If you fail to give us notice of an unauthorized debit card transaction within 60 days of when we first deliver a statement to you that discloses that unauthorized transaction, you will be liable for all debit card transactions that occur after that 60 day period expires if we could have prevented such transaction had you reported it to us within the 60 day period.

Please be aware that consumer rights governed by the Electronic Fund Transfer Act do not apply to business accounts and we are not liable to reimburse you for unauthorized or erroneous transactions that may occur on your business account via electronic fund transfer.

If you believe that an erroneous or unauthorized transaction has occurred using your business debit card, or if your card has been lost or stolen, or if you want to cancel a business debit card issued to you or your employee/agent, or if you want to change your PIN, you must immediately telephone us at:

U.S. Bank Fraud Liaison Center

877.595.6256

SAFE DEPOSIT BOX LEASE AGREEMENT

This Safe Deposit Box Lease Agreement ("Safe Deposit Box Agreement") applies if you have rented a safe deposit box from U.S. Bank. It completely replaces any earlier lease or rental terms. The words "we," "our," and "us" refer to U.S. Bank, and the words "you" and "your" refer to each and all of the renters of that safe deposit box.

Insurance. Safe deposit boxes and their contents are **not** covered by FDIC-Insurance or U.S. Bank's insurance policy. The Federal Deposit Insurance Corporation (FDIC) insures deposits in deposit accounts. Safe deposit boxes are considered storage space provided by the bank and do not fall under these insurance laws. Therefore, when considering whether to rent a safe deposit box, please check with your personal insurance carrier to determine whether safe deposit box contents are covered under your existing policy or if you will require additional insurance.

Term. The box is rented for a one-year period payable in advance. If you signed a safe deposit contract, then that one-year period begins on the date of that contract. Otherwise, the period ends on the due date shown on your safe deposit statement. This lease will be automatically renewed for a one-year term each time it expires unless you or we terminate as provided below or unless you fail to pay the rental amount for the renewal term in advance.

Rental Fees. We reserve the right to change the safe deposit box rental amount for any renewal term by billing you for the changed amount. Your rent, along with any tax that might be due, is payable in advance before the beginning of any renewal period. If we do not receive your rental payment or any other amount you owe us within 15 days after it is due, it may be charged against any deposit or credit account you have with us. Also, you agree to give us a lien on all contents of the box for any rent or other amount that you may owe us. You also agree to pay the fees outlined in the Safe Deposit Box Fees schedule, as shown in the *Consumer Pricing Information* brochure, which

may be amended from time to time and are a part of this Safe Deposit Box Agreement. You agree to pay the late payment fee if your rent payment is not paid when due. We also reserve the right to charge fees for any changes or other activity in connection with your box.

Our Duty. Our duty is to use reasonable care to prevent anyone from opening the box other than you or your appointed deputy (agent) or court-appointed representative, except as we may otherwise be required or permitted by law. You, your deputies (agents), or other designated representatives agree to comply with our requirements for accessing the box.

Keys. You must immediately notify us if you lose one or more keys, or the combination, to your box. You also agree, in such a case, to pay all the expenses of opening the box, changing the lock, and replacing the keys.

Items Stored. You agree not to store any:

- guns, ammunition, explosives, or other items we may believe to be dangerous, or
- liquids, or
- items that we may conclude would interfere with the operation of the safe deposit vault, or
- property the possession of which would be a violation of law.

If we know or have reason to suspect you store these items, we may turn the box's contents over to the police or other legal authorities, or permit those authorities to inspect the box's contents, including any items stored in violation of this lease.

Access. If you are late making any payment due under this Safe Deposit Box Agreement, we can deny you access to the box. We may also deny access as required by law or if we reasonably believe we may be so required, or if there is a dispute over ownership or access rights, or if we have a reasonable doubt as to who is entitled to access.

If you die, become bankrupt, or are incapacitated, we may permit access to the box to the persons, and for the purposes, as the law allows or requires. You agree that if anyone having access to the box dies, you will give us notice of that death and provide documentation as required by State law before you seek access to the box. If we allow access to the box, and except as otherwise required by law, we have the right to require all owners (or their legal representatives) to be present. We reserve the right to charge a fee for access to the box.

If we know or have reason to suspect you store items in this box in violation of this Safe Deposit Box Agreement, we may block access to the box pending an investigation.

Deputies (Agents). You may appoint another person or persons, except for one of our officers or employees, as a deputy (agent) on your box. To appoint a deputy (agent) the individual renter or all joint renters must be present, along with the deputy, to sign the revised Safe Deposit Box contract. The renter or any co-renter may independently revoke the deputy appointment by signing the Access Revoked section of the deputy designation area of the contract. Deputies are permitted to access or close the safe deposit box without the presence of the renter(s). We may admit any deputy (agent) to the box until we either: (1) receive your authorization to revoke the deputy by signing the Access Revoked section of the contract, or (2) receive notice of the death or incapacity of the renter or one of the co-renters who appointed the deputy. You agree to be responsible for the actions of your deputies (agents) and to hold us harmless against any of their actions.

Joint Rental. If there is more than one renter on the safe deposit box, each person will have access to the safe deposit box. Each of you has the right to exchange the box or terminate the lease (surrender the box), and consent to an increase in box rent. Each of you will be liable for the full amount of payment due under this Safe Deposit Box Agreement.

Corporate and Other Organization Renters. A business safe deposit box may be rented to any Sole Proprietorship, Partnership, Association/Organization, or Corporation. In order to open a box in a business name, the business must provide appropriate legal documents (e.g., Articles of Incorporation, Partnership Agreement) and complete a 'Business Safe Deposit Box Resolution'. Entry to the box will only be permitted to those parties you authorize based on the documentation we have on file. We reserve the right to require a new contract to be created and a new 'Business Safe Deposit Box Resolution' if authorized signers change on a business owned box.

Vault Hours. Our vault is open only on banking days during our regular business hours or only during such other hours as we may set. In addition, we have the right to close or deny access to the vault temporarily if, in our judgment, it would be prudent to do so. For example, an event where we may deny access to the vault may include fire, unusual crowds, national emergency, malfunction of the vault door, and inclement weather.

Location. You agree that if we close the bank office or the safe deposit vault at the office where your box is located, you authorize us to move the box to another branch of the bank or we may require you to exchange your box for one at another branch of the bank. Upon acceptance of that exchange, you agree to move the contents from the old box to the new box within 30 days from receipt of notice from us. If you do not accept the exchange, then the lease shall be treated as terminated by us. In either case, you will remove the contents from the old box and return all keys or the combination to us in person within that 30-day period.

Mailing Address. You must notify us immediately in writing if you change your mailing address. We will regard the last address you have given us in our safe deposit vault record as correct, unless you have notified us in writing of any changes.

Escheat. You understand and agree that, should your box remain in a delinquent payment status for a length of time designated by law, we may have to turn over the contents of the box to the state. You further agree that we continue to have a lien on all contents of the box for any rent or other amount that you may owe us.

Notice. Any mailed notice that we may give to you shall be effective upon our putting that notice in the mail.

Termination. We may terminate this lease by giving you 30 days' written notice, whether or not you have paid all amounts due to us. During that period, you must return all keys or the combination to us. You must also remove the contents of the box and pay past due rent or other amounts, if any. We will then give you a prorated refund of any rent you may have paid in advance. If you do not surrender all keys or combination in person and pay all amounts due when the lease expires or is terminated, we may forcibly open the box in accordance with applicable law and remove and store its contents for you at your expense. We may turn over to the police or other legal authorities, or permit those authorities to inspect, any item stored in violation of this lease. We will have no liability for the safekeeping of any contents. We will charge rent even after the lease is terminated, until you return all keys or combination to us.

If you wish to terminate this lease, you must remove all contents of the box, surrender all keys or the combination to us, and sign the surrender portion of the Safe Deposit Box contract. However, you will not receive a refund of any rent you have paid.

Changes in Terms. We may change the terms of this Safe Deposit Box Agreement by mailing you notice of the changes, publishing them in a newspaper, or posting them in our bank office. The changes shall become effective 15 days after such mailing, publishing or posting, unless before that 15th day you remove all contents from the box and surrender the box to us by returning all keys or the combination to us. You shall then be entitled to a refund of any unearned rent.

Liability. Although your safe deposit box is designed to be fire- and water-resistant and burglar-resistant, we do not guarantee absolute safety, nor are we liable for any contents which are claimed to be lost. Except for the duty specifically stated above, we have no liability for any damage to the contents of your box even if the damage resulted from our negligence. Under no circumstances do we serve as a bailee of anything you may put in it. You also agree to keep money, jewelry and other untraceable items in the box at your own risk.

Our Costs and Losses. You agree to reimburse us, upon our request, for any amounts we incur in connection with the removal and storage of box contents for which rent has not been paid, any failure to return all keys or combination upon termination, or lawsuits related to your box.

ARBITRATION

This section does not apply to any dispute in which the amount in controversy is within the jurisdictional limits of, and is filed in, a small claims court. These arbitration provisions shall survive closure of your account or termination of all business with us. If any provision of this section is ruled invalid or unenforceable, this section shall be rendered null and void in its entirety.

Arbitration Rules: In the event of a dispute concerning your account or this Agreement, you or we may elect to arbitrate the dispute. At your election, the arbitration shall be conducted by either JAMS or the American Arbitration Association ("AAA") (or, if neither of these arbitration organizations will serve, then a comparable substitute arbitration organization agreed upon by the parties or, if the parties cannot agree, chosen by a court of competent jurisdiction.) If JAMS is selected, the arbitration will be handled according to its Streamlined Arbitration Rules unless the claim is for \$250,000 or more, in which case its Comprehensive Arbitration Rules shall apply. If the AAA is selected, the arbitration will be handled according to its Commercial Arbitration Rules. You may obtain rules and forms for JAMS by contacting JAMS at 1.800.352.5267 or www.jamsadr.com and for the AAA by contacting the AAA at 1.800.778.7879 or www.adr.org. Any arbitration hearing that you attend will take place in the federal judicial district in which you reside. Without regard to which arbitration body is selected to resolve the dispute, any disputes between you and us as to whether your claim falls within the scope of this arbitration clause shall be determined solely by the arbitrator, and not by any court.

Arbitration Process: Arbitration involves the review and resolution of the dispute by a neutral party. The arbitrator's decision will generally be final and binding. At your request, for claims relating to consumer accounts, we will advance the first \$375 of the filing and hearing fees for any claim you file against us; the arbitrator will decide whether we or you will ultimately pay those fees. Arbitration can only decide our or your dispute and cannot consolidate or join claims of other persons who may have similar claims. There will be no authority or right for any disputes to be arbitrated on a class action basis.

Effects of Arbitration: If either of us chooses arbitration, neither of us will have the right to litigate the dispute in court or have a jury trial. In addition, you will not have the right to participate as a representative or member of any class of claimants, or in any other form of representative capacity that seeks monetary or other relief beyond your individual circumstances, pertaining to any dispute subject to arbitration. There shall be no authority for any claims to be arbitrated on a class action or any other form of representative basis. Arbitration can only decide your or our claim, and you may not consolidate or join the claims of other persons who may have similar claims, including without limitation claims for public injunctive or other equitable relief as to our other customers or members of the general public. Any such monetary, injunctive, or other equitable relief shall be limited solely to your accounts, agreements, and transactions with us. Notwithstanding the foregoing, any question as to the validity and effect of this class action waiver shall be decided solely by a court of competent jurisdiction, and not by the arbitrator.

U.S. BANK CONSUMER RESERVE LINE AGREEMENT

Interest Rates and Interest Charges	
Annual Percentage Rate	21.9%
Paying Interest	Your due date is 20 days after the close of each billing cycle. There is no interest-free period.
Fees	
Annual Fee	None
Penalty Fees • Late Payment	\$20

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See your account agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in the account agreement.

This Reserve Line Agreement ("Reserve Line Agreement") describes the U.S. Bank Consumer Reserve Line account. This is an open end line of credit that is (or can be) attached to a U.S. Bank checking account and provides "overdraft" protection (up to your credit limit).

If you accept the offer of a Reserve Line (overdraft protection) feature for your checking account, you agree to the terms below. Your acceptance will be further evidenced and confirmed the first time you access the account or by failing to cancel this account within 30 days after we mail notice to you of the creation of the account.

DEFINITIONS

In this Reserve Line Agreement, the words, "YOU" and "YOUR" mean the borrower(s) under this Reserve Line Agreement who are also the account holders of the associated deposit account. If there is more than one, these words mean each borrower separately and all borrowers jointly. Your address, telephone number, and other identification information are as recorded in the associated deposit account records. You confirm that such deposit account information is accurate, and you promise to keep it so.

"WE" and "OUR" mean U.S. Bank.

The "associated deposit account" is the deposit account to which this line of credit account is attached.

Your credit limit under this Reserve Line Agreement will be provided to you by separate notice.

The account number we give you for your deposit account will be the same number for your line of credit.

USE OF ACCOUNT

You can access this line of credit by requesting a withdrawal from your associated deposit account that, if allowed, would create an overdraft to that account (but for an advance under this Reserve Line Agreement).

This means you can access the line of credit by any method by which you can access your associated deposit account. Therefore, if you can access your deposit account through an ATM card, check, debit card, online transaction, preauthorized withdrawal, telephone or any other method of withdrawal, then you can access this line of credit by such method.

Your access to this line of credit is also subject to any limits on your ability to access your deposit account as well. (For example, your ATM machine daily withdrawal limit will indirectly limit your access to the loan account by that method of withdrawal.)

U.S. BANK OVERDRAFT PROTECTION

This section is part of the Agreements only if you have specifically requested and have obtained an Overdraft Protection Plan by linking the Account with a designated U.S. Bank personal checking account ("checking account"). An "Overdraft Protection Advance" is an advance of funds to your designated checking account from this Account that will help cover overdrafts on your checking account. Any Overdraft Protection Advance will post and be charged interest as an Advance drawn on the Account. Please refer to the U.S. Bank Deposit Account Agreement (entitled, "Your Deposit Account Agreement") for full Overdraft Protection Plan terms and the *Consumer Pricing Information* Brochure for fees that apply for Overdraft Protection Advances. We may cancel Overdraft Protection privileges under the Account, even if the Account remains open for other purposes.

CREDIT LIMIT

You agree not to allow your unpaid principal balance to exceed your credit limit.

If you attempt a withdrawal that would cause you to exceed your credit limit:

- we are under no obligation to make the loan; if we reject the advance, you will incur the fee on the deposit account for an insufficient funds item;
- if we make the loan and you thereby exceed your credit limit, this does not increase your credit limit, and we are not obligated to permit you to exceed your credit limit later; and
- if we make the loan, the excess over your limit is immediately due, can be taken from your deposit account when funds are available and, if not sooner paid, you agree to increase your next periodic payment by the amount you exceed your credit limit.

CREDIT REVIEW

We may periodically review your creditworthiness. In doing so, we may review your credit reports and any other credit information that we believe to be relevant. We may request, and you agree to provide, any information regarding your financial condition that we believe appropriate for purposes of this review.

We reserve the right to periodically re-evaluate your account and, based on our credit criteria for determining the likelihood of repayment, increase or decrease your credit limit.

STATEMENTS

Your billing cycle for this account is monthly. Each billing cycle in which there is a transaction or a balance we will send you (or make available) a statement which will show all loans, finance charges, payments and credits made to your account during the billing cycle and the date and amount your minimum payment is due.

PAYMENT

You may repay your entire balance at any time, but if you do not, you must make a minimum monthly payment that will be equal to the greater of:

- \$25.00 or the remaining balance, if less; or
- 1% of your principal plus accrued interest and fees.

If your loan balance is over your credit limit, your minimum monthly payment will be as described above increased by the amount your balance exceeds your credit limit.

AUTOMATIC PAYMENT

You authorize us to automatically deduct your minimum monthly payment from your associated deposit account on the due date shown on your statement. It is your responsibility to ensure that there are sufficient available funds in that deposit account to cover the minimum monthly payment due. If you do not have sufficient funds in your associated deposit account to make your minimum monthly payment, and we do not receive your minimum monthly payment by the payment due date, you will be charged a late payment fee of \$20.00.

APPLICATION OF PAYMENTS

All payments will be applied first to any unpaid Finance Charges that have accrued through the end of the preceding billing cycle, then to any other charges, and then the unpaid principal balance.

If we cannot collect on your check or other payment item you send us to pay on your Account, we may post as an Advance transaction an amount equal to the credit previously given to you for such check or payment item and we may charge interest on this amount from the date your Account originally was credited for the payment. After a payment has been made, we reserve the right to withhold available credit in the amount of the payment for 7 business days. Any credit available before the payment is made will continue to be available for use during this time.

INTEREST CHARGES AND FEES

Fees

- **Late Payment Fee:** If we do not receive your minimum monthly payment by the due date, you will be charged a late payment fee of \$20.00.

Interest Charge

You agree to pay an INTEREST CHARGE on the unpaid balance of your U.S. Bank Consumer Reserve Line loans beginning on the date the funds are advanced to your checking account. We determine the INTEREST CHARGE for the billing cycle by taking the applicable daily periodic rate of 0.06% (corresponding **ANNUAL PERCENTAGE RATE** of 21.9%) and multiply that rate by the number of days in the billing cycle and multiplying that result by the Average Daily Balance for the billing cycle.

Average Daily Balance

We determine your Balance Subject to Interest Rate by using the dates and balances provided in the Reserve Line Balance Summary section of your monthly statement. The date next to the first Balance Subject to Interest is day one for that balance and is applicable up to (but not including) the date of the next balance (if there is one). We multiply the Balance Subject to Interest by the number of days it is applicable and add them up to get the same number of days in the billing cycle. We then divide the result by the number of billing days in the cycle. This is your Balance Subject to Interest Rate. Any unpaid interest charges and unpaid fees are not included in the Balance Subject to Interest. The INTEREST CHARGE begins from the date of each advance.

APPLICABLE LAW

You understand that we are a national bank located in Ohio. The law that will apply to this Reserve Line Agreement as to issues related to interest and related charges will be the law of the State of Ohio.

SECURITY INTEREST IN ASSOCIATED DEPOSIT ACCOUNT

You grant to us a security interest in the associated deposit account to secure the payment of this line of credit.

For purposes of this security interest, you and we agree that the law of the state of North Dakota will control as to the creation, perfection, and effect of perfection of the interest granted in this paragraph.

ADDITIONAL PARTIES

You shall not add a person to your deposit account with authority to make withdrawals unless that person agrees to assume responsibility for this Reserve Line Agreement, including any outstanding balance at that time, unless you pay off any balance and terminate this Reserve Line Agreement.

FOR EXECUTIVE OFFICERS

Notwithstanding any other provision of this Reserve Line Agreement, we have the option to terminate this account and make the entire outstanding balance immediately due and payable if:

1. You are or become an executive officer of ours, and
2. Your indebtedness to any bank or number of banks, in the aggregate, exceeds the amount (in any regulated category) permitted to an executive officer under Federal law.

“Federal law” includes regulations and interpretations of federal agencies. “Your indebtedness” includes any debts attributed to you by Federal law.

DEFAULT

You will be in default on this loan:

1. If your associated deposit account is assigned to a branch in **Iowa**, you fail to make a payment in full within 10 days of when it is due;
2. If your associated deposit account is assigned to a branch in **Wisconsin**,
 - a. You fail to pay in full when due on 2 occasions within any 12-month period; or
 - b. Your spouse sends us notice of termination of this plan;
3. If your associated deposit account is assigned to a branch in any other state (neither Iowa nor Wisconsin) you fail to make a payment in full when it is due;
Or, regardless of the state of the branch to which your associated deposit account is assigned,
4. You fail to keep any other promise in this Reserve Line Agreement or the associated deposit account, and that failure materially impairs your ability to pay amounts due under this Reserve Line Agreement.

If any of you are in default on this Reserve Line Agreement we may exercise our remedies against any of you separately or all of you together.

REMEDIES: YOUR RIGHTS IF YOU DEFAULT

The remedies we have in the event of your default are, in some states, dependent on a limited right to cure a default, and to get notice of that right. We will provide the notice, which will explain your limited right, and permit you to cure a default, if and when required by state law.

If you are in default (and subject to any right to cure) we may:

- require you to pay the entire unpaid balance of principal and accrued interest before the scheduled due date;
- set off the debt against any amount we may owe you in the associated deposit account or any other deposit account interest you may have with us;
- enforce our security interest, if applicable;
- terminate or suspend your right to further advances under this Reserve Line Agreement; and
- pursue any other method permitted by law to collect a debt.

COSTS OF COLLECTION

You agree to pay the costs we incur to collect this debt in the event of your default. In the event we have to collect this note through your bankruptcy proceeding, voluntary or otherwise, and without regard to your state of residence, these costs will include our reasonable attorney's fees, for an attorney who is not our salaried employee, in the bankruptcy proceedings.

The following additional fees and issues will depend on where you reside at the time this line of credit is signed. (If attorneys' fees are permitted, this would be for attorneys who are not our salaried employees.)

In **Arizona, Illinois, Kentucky, Michigan, Minnesota, Montana, Nevada, Pennsylvania, South Dakota, Tennessee, Utah, Virginia, Washington and Wyoming** these costs will include our reasonable attorney's fees.

In **Arkansas**, these costs will include our reasonable attorney's fees not to exceed 10% of the amount of principal and accrued interest.

In **Colorado**, these costs will include our reasonable attorney's fees not to exceed 15% of the unpaid debt after default.

In **Idaho**, these costs will include our reasonable attorney's fees. This provision for attorney's fees does not apply if this loan is a consumer loan with a principal amount of \$1,000.00 or less.

In **Indiana**, these costs will include our reasonable attorney's fees; and in any collection efforts, we waive any relief we might be entitled to from evaluation and appraisal;

In **Iowa**, if the credit limit is greater than \$25,000 then these costs include our reasonable attorney's fees to collect this note, including such fees on appeal.

In **California, Nebraska, North Dakota, Ohio, Oregon and West Virginia** these costs will not include attorney's fees.

In **Kansas**, these costs will include our reasonable attorney's fees or collection agency fees, up to 15% of the unpaid amount due and payable under this note. We are entitled to the collection of attorneys' fees or collection agency fees, but not both. This provision is applicable only if collection is handled by someone other than a salaried employee of ours.

In **Missouri**, these costs will include our reasonable attorney's fees, if it is necessary to bring suit, of 15% of the amount due and payable under this note.

In **Oklahoma**, these costs will include our reasonable attorney's fees not to exceed 15% of the unpaid debt after default; this provision for attorney's fee does not apply to certain supervised loans as provided in Okla. Statutes 14A §3-514.

In **Wisconsin**, you agree to pay the charges we incur as authorized by Wis Stat Chaps. 421 to 427.

DELAY IN ENFORCEMENT

We can delay enforcing our rights under this Reserve Line Agreement without losing them and we will still be able to recover all amounts you owe us. We can also release one borrower from the responsibilities of this Reserve Line Agreement without releasing any other.

CANCELING OR AMENDING THIS RESERVE LINE AGREEMENT

We may cancel or amend this Reserve Line Agreement at any time by notifying you at least 15 days (or such longer period as required by law) in advance in writing. Where permitted by law, the changes will apply to all existing and future balances. You have the same right to cancel for any reason or if you do not agree with our amendment, but your obligation to repay the amount owed continues. If more than one rate applies to your account, we will apply payments to the oldest rate's unpaid Finance Charge and unpaid principal balance first.

FINANCIAL STATEMENTS

When we agree to make loans to you, we are relying on information you gave us on your application. You guarantee that this information is true and correct and that any information you give us in the future will also be true and correct.

You agree to provide us with additional financial statements as we may reasonably require. You agree that annual statements of this nature are reasonable, and that such annual statements may be used to adjust the credit limit for this account.

CONSUMER REPORT DISPUTES

If you believe we have inaccurately reported information on your credit history to a Consumer Reporting Agency (CRA), you may submit a dispute by calling 1.844.624.8230 or by writing to:

U.S. Bank, Attn: CRA Management, P. O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.

YOUR BILLING RIGHTS - KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT

If you think your statement is wrong, or if you need more information about a transaction on your statement, you must write us (on a separate sheet) as soon as possible at:

**U.S. Bank
P.O. Box 64991
St. Paul, MN 55164-9505**

In your letter, you must give us the following information:

- Account Information: Your name and account number.
- Dollar Amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

You have authorized us to automatically deduct payments from your checking account to apply on your line of credit. You can stop payment on any amount which you think is wrong by mailing your notice so that we receive it three business days before the payment is scheduled to occur.

WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

1. If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
2. If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

DISCLAIMER OF ORAL AGREEMENTS

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

Spousal notices: Wisconsin Residents Only:

Married Borrower: The obligation evidenced by this note is incurred in the interests of your marriage or family.

ACCEPTANCE

I accept the terms of this agreement. My acceptance will be further evidenced and confirmed the first time I access the account created and explained in this form, or, by failing to cancel this account within 30 days after you have mailed this disclosure to me (if I have not accessed the account before then).

U.S. BANK BUSINESS RESERVE LINE AGREEMENT

In this agreement, “I” “me” or “my” refers to the customer who has applied for or accepted a pre-approved offer for a U.S. Bank Business Reserve Line account (the “account”). “You” or “your” refers to U.S. Bank. “Applicant(s)” refers to the person or persons who requested the account on my behalf. “We” “our” or “us” refers jointly to me and each of the individual applicants. Use of the account or not canceling the account within thirty days after receipt of credit approval indicates our acceptance of the terms outlined below, including the personal guaranty by each of the applicants. “Credit limit” refers to the amount you disclose to me by separate communication as my credit limit. It is the maximum amount of money I am able to borrow under this agreement. “Checking account” means the checking account listed on my application or my pre-approved offer for the account. If you agree to make loans to me, you may rely on information, which I have submitted to you. We guarantee that this information is true and correct.

1. Persons Liable For the Account. We agree that we are jointly and severally liable for amounts due under the account. This liability extends to account balances due by the use of the account by (a) any person authorized to draw on the checking account (for account access by check overdraft) or (b) any person requesting an advance by other permitted means and believed by you to be authorized by me to request an advance, regardless of whether or not actually authorized by me to access the account. Any use of this account constitutes acceptance of the terms of this agreement for which we will each be responsible.

2. Guaranty. Applicant agrees to be personally responsible for any credit granted under the terms of this agreement. Each applicant is a co-obligor with the customer and is primarily, jointly, and severally liable for the obligations of the customer.

3. Using the Account. You agree to make loans to me under the account. I may request a loan by overdrawing my checking account, by phone, in person, by debit card or in any other way you approve. You will make each loan by advancing money in units of \$200 into my checking account. A request for a different amount will be rounded to the next higher \$200 but not more than the unused portion of my credit limit.

4. Credit Limit. We agree not to allow our unpaid principal balance to exceed my credit limit. Although you are not required to lend me any amount over my credit limit, you may make a loan if you choose. If I go over my credit limit, you may treat it as a loan under this account, except that we must repay any amount in excess of our credit limit immediately without notice or demand from you.

5. Business Purpose. Advances by U.S. Bank will be used exclusively for business purposes, and not for any personal, family, or household purposes.

6. Credit Review. You may periodically review our creditworthiness. In doing so, you may review our credit reports and any other credit information that you believe to be relevant. You may request, and we agree to provide, any information regarding our financial condition that you believe appropriate for purposes of this review. You reserve the right to periodically re-evaluate my account and, based on your credit criteria for determining the likelihood of repayment, increase or decrease my credit limit, including reducing my credit limit to zero.

7. Statements. Each month my regular checking account statement will contain a Business Reserve Line account section. It will state all loans, payments, credits, and finance charges during the billing cycle and the date my minimum payment is due.

8. Payments. We jointly and severally promise to pay you all amounts loaned under this account plus finance charges and any other amounts we may owe you. If my statement shows a balance due, I may: (a) pay the full amount; (b) make the minimum payment based on the standard rate; (c) make a fixed payment based on the standard minimum rate for a fully utilized credit limit; (d) elect the Zero Balance Option (if available to me) by authorizing you to debit my Demand Deposit Account daily to make payment on my Business Reserve Line account balance. On the day my normal payment is due, if the total of the daily payments taken is less than the minimum standard payment, I authorize you to debit the balance due to meet the minimum payment required from my Demand Deposit Account; (e) elect to use my skip payment option (if available to me); or (f) pay any amount greater than the minimum payment due. The minimum payment will be due on or before the day indicated on my monthly statement, and will be equal to the greater of \$25.00 or 3% of the balance due. If less than \$25.00 remains due, we will pay the full balance. For example, if I owe \$1500.00, my minimum monthly payment would be \$45.00. If any of us is an Executive Officer as defined by Regulation ‘O’, we understand you reserve the right to require us to repay on demand, either in whole or in part, the principal amount outstanding on loans made under this account.

9. Interest Charge. You will charge an interest charge for each day a balance is outstanding on the account. The interest charge begins to accrue on the date each loan posts to the account and will continue until paid in full.

The ANNUAL PERCENTAGE RATE of interest applicable to the account shall be a fixed rate of 21.9%.

10. BALANCE COMPUTATION METHOD

You determine my Balance Subject to Interest Rate by using the dates and balances provided in the Reserve Line Balance Summary section of your monthly statement. The date next to the first Balance Subject to Interest is day one for that balance and is applicable up to (but not including) the date of the next balance (if there is one). You multiply the Balance Subject to Interest by the number of days it is applicable and add them up to get the same number of days in the billing cycle. You then divide the result by the number of billing days in the cycle. This is my Balance Subject to Interest Rate. Any unpaid interest charges and unpaid fees are not included in the Balance Subject to Interest. The INTEREST CHARGE begins from the date of each advance.

11. Annual Fee. An annual fee of \$20 will be debited the first statement cycle date after account initiation and annually thereafter from my checking account. This annual fee will not be pro-rated if the account is closed during the year.

12. Default. We will be in default if: (a) we do not make a payment on time; or (b) we violate any provision of this agreement or any other agreement between us and U.S. Bank or (c) any of our checking accounts with you is garnished, levied against, or is closed for any reason; or (d) an Applicant dies; or (e) any of us becomes insolvent, assigns any property for the benefit of creditors, or goes into bankruptcy, receivership or anything similar; or (f) any of us fails to provide a financial statement, tax returns or any other financial information that you may reasonably request; or (g) any of us gives you any false information or acts dishonestly in connection with this account; or (h) anything happens which you feel increases the risk that any payment will not be made on time.

13. Restriction – Payroll Accounts. We understand and agree that we may not use our Business Reserve Line account for paying employee wages. We further acknowledge that you do not authorize or allow such uses, and that to use the account directly or indirectly for employment compensation is a violation of this agreement.

14. Remedies. If any of us is in default, you will give me notice of my right to cure the default if required by law. If we do not cure the default within the time stated in the notice, you may: (a) declare the entire balance of this account immediately due and payable without demand or notice to us; or (b) exercise any legal remedy available. Your remedies include, but are not limited to, exercising your right of setoff against any deposit account any of us has with you or your affiliates. We also agree to pay any attorney’s fees, legal expenses, and costs incurred by you in enforcing this agreement, except as prohibited by law. We understand that if you choose to pursue one or more of these remedies, you are not waiving the right to choose later any other remedy until this account is paid in full. You can delay enforcing your rights under this agreement without losing them and still recover all amounts owed.

15. Deposit Account Security Interest. Unless it is prohibited by law, we give you a security interest in any deposit account we may at anytime have with you to secure this account. If the entire balance of this account becomes due, you may use such funds on deposit to pay this account. If the deposit is a time deposit, any early withdrawal penalty would not go to pay the account balance. If you take any funds or place a hold on funds to enforce a security interest in my deposit account, you will give me notice and right to cure as required by law. If you give me that notice, we will not have a claim against you for wrongful dishonor of checks written against our accounts or for any other damages to us arising from a hold on, or taking of funds.

16. Governing Law. The validity, construction and enforcement of this agreement are governed by the internal laws of the state in which you are located. If any other provision of this agreement violates the law and is unenforceable, the rest of the agreement will remain valid.

17. Canceling or Amending this Agreement. You have the right to cancel for any reason or amend this agreement at any time, by notifying me 15 days in advance in writing. Unless prohibited by law, the changes will apply to all existing and future balances. If I am in default, you can cancel use of this account without notifying me. I have the right to cancel for any reason at any time, but our obligation to repay the amount owed remains. You may at any time review my account and based on credit criteria for determining the likelihood of repayment of my account, reduce or cancel the use of my account.

18. CELLULAR PHONE CONTACT POLICY. By providing U.S. Bank with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications - including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system - from U.S. Bank and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

WARNING: The terms of this revolving loan account may be changed whether or not authorized by agreement in accordance with the Uniform Consumer Credit Code or other applicable law.

To borrowers whose accounts are assigned to a branch in Missouri specifically, and to all borrowers generally.

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

Spousal notices: Wisconsin Residents Only:

Married Borrower. The obligation evidenced by this note is incurred in the interests of your marriage or family.

U.S. Bank 24-Hour Banking

Cincinnati Metro Area:	513.632.4141
Denver Metro Area:	303.585.8585
Milwaukee Metro Area:	414.765.4636
St. Louis Metro Area:	314.425.2000
Minneapolis/St. Paul Metro Area:	612.USBANKS (872.2657)
Portland Metro Area:	503.USBANKS (872.2657)
All Other Areas:	800.USBANKS
	Outside the U.S.
	503.401.9991 (call collect)

U.S. Bank Business Service Center

Monday - Saturday:	7:00 a.m. to 9:00 p.m. CST
Minneapolis/St. Paul Metro Area:	651.244.7770
All Other Areas within the U.S.:	800.673.3555
Outside the United States:	503.401.9992

U.S. Bank Fraud Liaison Center

877-595-6256

U.S. Bank accepts relay calls.



ELAVON MASTER SERVICES AGREEMENT

This Master Services Agreement (“**Agreement**”) is between Elavon, Inc. (“**Elavon**”) and the entity identified as Company in the signature block below (“**Company**”). The Agreement will be effective on the date in Elavon’s signature block (the “**Effective Date**”). The Agreement consists of:

- | | |
|--------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> This signature page, the General Terms and Conditions, and Appendix 1 – Definitions; | <input type="checkbox"/> Schedule F – Services in Canada; |
| <input checked="" type="checkbox"/> Schedule A – Fees; | <input type="checkbox"/> Schedule G – Services in Puerto Rico; |
| <input checked="" type="checkbox"/> Schedule B – Company Application | <input checked="" type="checkbox"/> Schedule H – Government Terms; |
| <input checked="" type="checkbox"/> Schedule C – Affiliated Entities | <input type="checkbox"/> Schedule I – Electronic Check Services Terms; and |
| <input checked="" type="checkbox"/> Schedule D – Processing Services Terms; | Any other schedules and any applicable Statements of |
| <input type="checkbox"/> Schedule E – SAFE-T Terms; | Work entered into under the Agreement. |

Agreed and accepted

_____,
on behalf of itself and each Affiliated Entity
 (“**Company**”):

By: _____

Name: Theresa M. Sanders

Title: City Administrator

Date: _____

ELAVON

By: _____

Name: _____

Title: _____

Effective Date: _____

If Company is receiving Processing Services under Schedule D to the Agreement, the Member, as designated on the Company Application (attached as Schedule B), agrees to and accepts the Agreement solely as to the terms in Schedule D, Section 1.7.

MEMBER

By: _____

Name: _____

Title: _____

Date: _____

GENERAL TERMS AND CONDITIONS

1. **Defined Terms.** Capitalized terms used in the Agreement will have the meanings stated in Appendix 1.
2. **Scope of Agreement.** The Agreement governs Company's receipt and use of the Services selected by Company in the Company Application. In addition to the terms of the Agreement, Company will comply with the general terms of the Operating Guide, any terms of the Operating Guide applicable to each selected Service, and any Documentation Elavon provides to Company in writing from time to time that is applicable to the Services.
3. **Affiliated Entities.** Company's Affiliated Entities may use the Services so long as they comply with all restrictions, obligations, and requirements imposed on Company. Company will remain fully responsible for any use of the Services by any Affiliated Entities, will cause its Affiliated Entities to comply with the terms and conditions of the Agreement, and will be liable for the acts and omissions of each Affiliated Entity, in each case as though each Affiliated Entity were Company. Affiliated Entities may not enforce the terms of the Agreement against Elavon. The parties may add Affiliated Entities to Schedule C after the Effective Date by substituting a new Schedule C that is in writing and signed by Company and Elavon. Company will promptly notify Elavon in writing if any entity on Schedule C no longer qualifies as an Affiliated Entity that Company allows to use the Services. For any acts or omissions of an Affiliated Entity giving rise to a termination right by Elavon under Section 4.2, Elavon may terminate the Agreement with respect to (i) only such breaching Affiliated Entity, or (ii) Company and all Affiliated Entities. If Elavon terminates the Agreement under Section 4.2 as to Company, the Agreement will terminate with respect to Company and all Affiliated Entities.
4. **Term and Termination**
 - 4.1. **Term.** Unless terminated as provided below, the Agreement will remain in effect for the Initial Term stated in Schedule A. Thereafter, the Agreement will automatically renew for successive Renewal Terms as stated in Schedule A unless terminated as provided below.
 - 4.2. **Termination.**
 - (a) **Non-Renewal.** Either party may terminate the Agreement effective at the end of the Initial Term or any Renewal Term by providing written notice of non-renewal to the other party at least 90 days prior to the expiration of the then current term.
 - (b) **By Either Party for Cause.** Either party may terminate the Agreement if any of the following conditions remain uncured 30 days after the terminating party notifies the other party in writing of the existence of the condition:
 - (i) The other party has failed to pay the party an undisputed amount owed to the party under the Agreement; or
 - (ii) The other party has failed to perform a material obligation under the Agreement.
 - (c) **By Elavon for Cause.** Elavon may terminate the Agreement immediately in writing if any of the following occur:
 - (i) A material adverse change in Company's financial condition;
 - (ii) The commencement of a Bankruptcy Proceeding by or against Company;
 - (iii) Any representation by Company is false or misleading in any material respect as of the date made, or becomes false or misleading in any material respect at any time during the Term;
 - (iv) Any Payment Network or application of Payment Network Regulations requires Elavon to terminate the Agreement or cease processing Transactions for Company; or
 - (v) Assignment of the Agreement or a Change of Control of Company without Elavon's written consent.
 - (d) **Force Majeure.** Company will have the termination right stated in Section 18.14 if a Force Majeure occurs.

- (e) **Additional Termination Rights.** If Company is receiving Processing Services, Elavon also will have the termination rights set out in Section 1.6 of Schedule D.

4.3. **Account Closing.**

- (a) Company acknowledges that closing Company's account with Elavon may take up to 30 days following Elavon's receipt of written notice of termination.
- (b) All obligations of a party regarding Transactions serviced prior to termination will survive termination. Company will maintain enough funds in the DDA following termination to cover all Chargebacks and returns (if Company is receiving Processing Services), adjustments, fees, fines, penalties, assessments and charges from the Payment Networks and other amounts due under the Agreement for at least 180 days after termination.

- 4.4. **Early Termination Fee.** If Company terminates the Agreement before the end of the Initial Term (except for termination for Elavon's uncured default as stated in Section 4.2(b), termination pursuant to Section 4.2(d), or for discontinuance of the Services as stated in Section 7), Company will immediately pay Elavon an Early Termination Fee. Company acknowledges that the Early Termination Fee is not a penalty, but rather a reasonable estimate of the damages Elavon sustained because of Company's termination of the Agreement before the end of the Initial Term.

4.5. **Transition Assistance.**

- (a) Subject to Section 4.5(b) and at Company's request, Elavon will provide Company with up to 90 days of Elavon's standard assistance in transitioning Services provided under the Agreement to Company or a provider designated by Company, which transition assistance will begin on the termination date of the Services (or such earlier date following notice of termination as may be requested by Company) (the "**Transition Period**") and will be at no additional cost to Company. Elavon will continue to perform, and Company will continue to pay Elavon, in accordance with the Agreement during any such Transition Period. Company will pay Elavon, at Elavon's then-standard rates, for any services in addition to Elavon's standard transition assistance. Each party will fully comply with all provisions of the Agreement during any Transition Period.
- (b) Elavon will not be obligated to provide transition assistance to Company under Section 4.5(a) if (i) Elavon terminates the Agreement for cause under Sections 4.2(b), (c), or (e), or (ii) Company chooses not to renew the Agreement in accordance with Section 4.2(a).

5. **Authorized Users; Access; Security of Passwords and User IDs.**

- 5.1. Company will be responsible for the distribution of all passwords and user IDs issued to any Authorized User. Company will ensure that the access granted to each Authorized User to the Services is limited to only the access and information necessary for the Authorized User to perform his or her job functions on behalf of Company. Company will ensure that all Authorized Users will be trained and qualified to access and use the Services in accordance with the terms of the Agreement, the Operating Guide and any Documentation. Company is responsible for its Authorized Users' compliance with the terms of the Agreement, the Operating Guide, and the Documentation, for all acts or omissions of the Authorized Users, and for all use of any user ID and password other than by Elavon or Elavon's third-party contractors.

- 5.2. Company will not, and will ensure that its Authorized Users do not:

- (a) access or use the Services for any purposes other than for its own internal business purposes (except as authorized by Elavon) as disclosed to Elavon in writing;
- (b) modify, reverse engineer, disassemble or decompile any part of the Services or Elavon Materials;
- (c) transmit any data that contains software viruses, time bombs, worms, Trojan horses, spyware, disabling devices, malicious code, or other harmful or deleterious computer code, files or programs to or through the Services;
- (d) interfere with or disrupt the servers or networks connected to or providing the Services;

- (e) remove, change or obliterate the copyright, trademark or other proprietary protection legends or notices that appear in connection with access to and use of the Services or any Elavon Materials; or
- (f) copy, re-sell, republish, download, frame or transmit the Services or Elavon Materials, including in order to act as a consultant for any third party or, unless otherwise permitted under the Agreement, as a service bureau, outsourcing or application service provider for any third parties, or otherwise allow any third party to use or access the Services.

5.3. Company will be responsible for (1) maintaining the confidentiality and security of Authorized Users' passwords and user IDs, (2) any communications or other uses of the Services that are made using its or its Authorized Users' passwords and user IDs, and (3) any obligation which may result from such use. Company is responsible for changing the user IDs and passwords of its Authorized Users if it believes that any of those user IDs or passwords have been stolen or might otherwise be misused and for disabling any Authorized User's IDs and passwords promptly upon the termination of employment of such Authorized User or the cessation of such Authorized User's need to access the Services. Company will promptly notify Elavon if Company believes the Services or Elavon's databases have been compromised by use of a user ID or password associated with the Services.

6. Fees and Taxes.

6.1. **Compensation.** Company will compensate Elavon for all fees and other amounts due for the Services and Equipment in accordance with Schedule A, any Statement of Work, and any additional application or setup form(s) (including enrollment forms), addenda or schedules mutually agreed upon in writing by Elavon and Company. Such amounts will be calculated and debited from the DDA (or, if applicable and Company is receiving Processing Services, the Reserve Account), once each day or month for the previous day's or month's activity, as applicable, or (if Company is receiving Processing Services) will be deducted from the funds due Company under the Agreement.

6.2. **Research.** Company will pay Elavon at its standard rates for each research item as stated in Schedule A, including research required to respond to any third party or government subpoena, summons, levy, garnishment or required reporting on Company's account.

6.3. **Change of Fees.** Elavon will not amend the fees for the Services for the Initial Term except (i) as stated in Schedule A or (ii) to pass through to Company increases in interchange, assessments or charges, or increased or new fees imposed by a third party (including a Payment Network).

6.4. Other Amounts Owed.

(a) In addition to the amounts described in Sections 6.1 and 6.2 above, Company will promptly pay Elavon for:

- (i) Any fines, penalties, assessments, or charges (including all fines, penalties, assessments, or charges by the Payment Networks as a result of Company's violation of Payment Network Regulations, whether or not such amount is assessed directly against Company), attributable to the Agreement (other than those directly attributable to Elavon's acts or omissions); and
- (ii) if Company is receiving Processing Services, any Chargebacks, returns, adjustments and associated fees.

Elavon may debit these amounts from Company's DDA (or, if applicable and Company is receiving Processing Services, the Reserve Account) by ACH, or, if Company is receiving Processing Services, offset these amounts from funds Elavon otherwise owes to Company. If such offset or ACH debit does not fully reimburse Elavon for the amount owed, Company will promptly pay Elavon such amount upon demand.

(b) Elavon will charge interest on all uncollected amounts owed to Elavon that are more than 30 days past due at a rate no greater than the maximum rate of interest permitted under Laws.

6.5. **Taxes.** Company will pay all taxes and other charges imposed by any governmental authority on the Services and Equipment provided under the Agreement, excluding any taxes based on Elavon's property or net income. If Company is a tax-exempt entity, Company will provide Elavon with an appropriate certificate of tax exemption.

- 6.6. **Demand Deposit Account.** Company will establish and maintain one or more DDAs to facilitate payment of fees to Elavon. Company irrevocably authorizes Elavon and its Affiliates that provide Services under the Agreement to initiate ACH credit and debit entries to the DDA in order to pay the fees and any other amounts that may be due by Company to Elavon under the Agreement, and authorizes Company's depository institution to grant Elavon access to any information or records regarding the DDA reasonably requested by Elavon to debit or credit the DDA and to otherwise exercise Elavon's rights under the Agreement with respect to the DDA. The foregoing authorizations will remain in effect after termination of the Agreement until all of Company's payment obligations to Elavon have been paid in full. Elavon has the right to rely on written instructions submitted by Company requesting changes to the DDA. In the event Company changes the DDA, the ACH authorizations established under this Agreement will apply to the new account, and Company will provide Elavon such information regarding the new DDA as Elavon deems necessary to effect debits from or credits to the DDA as provided under the Agreement. It may take Elavon up to 10 business days after Elavon's receipt of a written notice from Company to reflect in Elavon's system any change to Company's DDA.
7. **Modifications and Discontinuance of Services.** Elavon may modify the Services or particular components of the Services from time to time and will use commercially reasonable efforts to notify Company of any material modifications. If Elavon ceases to make a Service selected by Company generally available to its merchant customers (a "**Discontinued Service**"), Elavon may cease providing such Discontinued Service to Company upon 180 days' advance written notice. If discontinuing the Discontinued Service has a material impact on Company, Company may terminate the Agreement without any obligation to pay the Early Termination Fee by notifying Elavon in writing within 60 days of Company's receipt of Elavon's notice of the Discontinued Service. If Company does not terminate the Agreement within such 60-day period, the Agreement will continue in full force and effect without the Discontinued Service. Elavon will not be liable to Company or to any third party for any modification or discontinuance of the Services as described in this Section 7. Company may request transition assistance from Elavon under Section 4.5 for any Discontinued Service.
8. **Compliance with Laws and Payment Network Regulations.**
- 8.1. **General.** Elavon and Company will comply with all Laws and Payment Network Regulations applicable to the selected Services.
- 8.2. **Office of Foreign Assets Control Compliance.** Company acknowledges that Elavon is an entity governed by the Laws of the United States of America and as such, cannot provide any products or services to Company or its Customers that contravene the Laws of the United States of America, including the Laws promulgated by OFAC or the U.S. Department of the Treasury or any successor thereto.
- 8.3. **Export Laws Compliance.** Company will comply with all U.S. export Laws governing the export and re-export of hardware, software or technology applicable to the Services and Equipment, including U.S. Department of State International Traffic In Arms Regulations (ITAR), U.S. Foreign Corrupt Practices Act, U.S. Commerce Department's Export Administration Regulations, OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and Laws promulgated by OFAC or the U.S. Department of the Treasury or any successor thereto. Company will not, and will not request Elavon to, export, directly or indirectly, any technical data pursuant to the Agreement or any product using any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.
- 8.4. **Customer Identification.** To help the U.S. Government fight the funding of terrorism and money laundering activities, federal law requires financial institutions and their affiliates to obtain, verify, and record information that identifies each person who opens an account. Accordingly, Company will provide certain information and identifying documents requested by Elavon to allow Elavon to identify Company.
9. **Confidentiality; Data Security and Use.**
- 9.1. **Confidentiality.**
- (a) **Confidential Information Generally.** Each party will protect the other party's Confidential Information from unauthorized disclosure, publication, or dissemination with the same standard of care and discretion it employs with similar information of its own, but in no event less than reasonable care, and will not use, reproduce, distribute, disclose, or otherwise disseminate the other party's Confidential Information except in connection with the performance of its obligations or rights under the Agreement. The Receiving Party acknowledges that any

breach of this Section 9.1 by the Receiving Party may result in irreparable harm to the Disclosing Party for which monetary damages may not provide a sufficient remedy. Therefore, the Disclosing Party may seek both monetary damages and equitable relief with respect to any such breach without any obligation to post bond.

- (b) **Disclosure of Confidential Information.** If the Receiving Party or its agents become legally required or compelled (by any publicly filed and noticed deposition, interrogatory, request for documents, civil subpoena, civil investigative demand or by any similar process or court or administrative order) to disclose Confidential Information, then the Receiving Party if permitted will provide the Disclosing Party with prompt prior written notice of such legal requirement so that the Disclosing Party may seek a protective order or other appropriate remedy. If the Disclosing Party does not obtain a protective order or other remedy, the Receiving Party agrees to disclose only that portion of the Confidential Information which the Receiving Party is legally required to disclose and to use reasonable efforts to obtain assurances that confidential treatment will be accorded such Confidential Information. Neither party will be obligated to notify the other of the receipt of any non-public or confidential investigative demand, summons, or grand jury subpoena or other similar process that requires confidentiality on the part of the applicable party.
- (c) **Duration of Obligations.** The non-disclosure obligations in this Section 9.1 will continue (i) with respect to Confidential Information that does not constitute a trade secret, for three years following termination, and (ii) with respect to Confidential Information that is a trade secret under Laws, for the longer of three years after termination and such period as the information retains its status as a trade secret under Laws.
- (d) **Obligations on Termination.** At the request of the Disclosing Party upon the termination of the Agreement, the Receiving Party will promptly delete or return to the Disclosing Party all originals and copies containing or reflecting any Confidential Information of the Disclosing Party (other than those required to be retained by Law, or that would be unreasonably burdensome to destroy, such as archived computer records). If a dispute arises between the parties in relation to the Confidential Information or the Agreement, the Receiving Party may retain a copy of such Confidential Information as the Receiving Party reasonably determines is necessary for its defense of the dispute. In all cases, any retained Confidential Information will continue to be subject to the terms of the Agreement.

9.2. Data Security and Use.

- (a) **Security Programs Compliance.** Elavon and Company will each comply with the applicable requirements of the Security Programs.
- (b) **PCI-DSS Attestation.** Company may review Elavon's current PCI-DSS compliance status on the Payment Network websites as available. Elavon will undergo an annual assessment of its compliance with the Security Programs and, if applicable to the Services provided under the Agreement, the Payment Application Data Security Standards. At Company's written request, Elavon will provide to Company a written attestation of Elavon's compliance with the security requirements related to Cardholder Data promulgated by the Payment Card Industry Security Standards Council.
- (c) **Elavon Data Breach.** If Elavon suffers an Elavon Data Breach, then it will follow all Laws and Payment Network Regulations with respect to such Elavon Data Breach including providing the required reporting and forensic audits to the Payment Networks. Elavon will not pass-through or require Company to be liable to Elavon for any fees, fines, penalties, assessments, or charges levied against Elavon by the Payment Networks in connection with an Elavon Data Breach. Unless otherwise required or directed under Law, the Payment Network Regulations, or a Payment Network, Elavon will not (i) contact or inform any Customer of whose data may have been the subject of an Elavon Data Breach of the occurrence of the Elavon Data Breach, or (ii) publicly disclose that information provided by Company to Elavon was the subject in any part of an Elavon Data Breach. If Elavon is legally obligated or the Payment Network Regulations or Payment Networks require Elavon to contact Customers as part of an Elavon Data Breach, Elavon will limit the notices to such Customers to those required by the legal obligation, the Payment Network Regulations, or the Payment Networks, or as approved by Company.
- (d) **Cardholder Data and Transaction Information.**

- (i) Elavon and Company will ensure the security of Cardholder Data and Transaction Information in accordance with all Laws and Payment Network Regulations. Elavon and Company will retain Cardholder Data and Transaction Information for the duration required by Laws and the Payment Network Regulations and thereafter will destroy, in a manner that will render the information unreadable, all such information that is no longer necessary or appropriate to maintain for ordinary business purposes.
- (ii) Company will not disclose Cardholder Data or Transaction Information to any third party, except to a Service Provider, or as otherwise required by Laws and the Payment Network Regulations. Company will not retain or store magnetic stripe or CVV2/CVC2/CID data after authorization for any purpose. After authorization, Company will retain only the Customer account number, name, and card expiration date if Company has a reasonable business purpose to retain such information and is otherwise in compliance with the Agreement. If there is a failure or other suspension of Company's business operations, including any Bankruptcy Proceeding, Company will not sell, transfer, or disclose Cardholder Data or Transaction Information to third parties, and Company will (a) return this information to Elavon or the applicable acquirer, or (b) provide acceptable proof of destruction of this information to Elavon.
- (iii) Elavon acknowledges that Company may collect information about Company's Customers as part of a Company sales transaction (e.g., price paid, time, store identifier, SKU information) regardless of the Customer's payment type and not in connection with the Services, and that the Agreement does not restrict Company's retention, use or disclosure of such information even though some of that information may overlap with elements of Transaction Information.
- (iv) Notwithstanding anything in Section 9.1, any Cardholder Data, Transaction Information, and information regarding Company, its principals, Affiliates, or agents included on the Company Application or that Elavon otherwise obtains in connection with the Agreement may be:
 - (1) Used by Elavon and its Affiliates, third-party contractors, agents, and referral partners (a) to provide the Services and related functions to Company and to respond to any further application for Services, (b) for administrative purposes and to maintain Company's account pursuant to the Agreement, and (c) for Elavon's internal fraud and compliance monitoring;
 - (2) Disclosed and shared by Elavon for reporting purposes to credit rating agencies and to the financial institution where the DDA is maintained;
 - (3) Used to enhance or improve Elavon's products or services generally;
 - (4) Used or disclosed by Elavon in the course of any actual or potential sale, reorganization or other change to Elavon's business;
 - (5) Collected, used and disclosed by Elavon as required by Laws (e.g., for tax reporting or in response to a subpoena); and
 - (6) Retained for such periods of time as Elavon requires to perform its obligations and exercise its rights under the Agreement.

Elavon may prepare, use, and share with third parties, aggregated, non-personally identifiable information derived from Transaction Information of all of Elavon's customers or specific segments of Elavon's customers.

10. Assessment and Audit

- 10.1. **Elavon Reports on Internal Controls.** Elavon will engage independent, qualified, external auditors (the "**Elavon Auditors**") to assess the internal controls and information security measures in place related to the Services ("**Internal Controls Assessment**"). The Internal Controls Assessment will conform with Laws, applicable Payment Network Regulations and industry standards, including generally accepted auditing standards such as the Statement on Standards for Attestation Engagements Number 16 "Reporting on Controls at a Service Organization" issued by

the Auditing Standards Board of the American Institute of Certified Public Accountants (the “SSAE 16”). The frequency of the Internal Controls Assessment will be consistent with industry standards. Upon Company’s written request, but not more frequently than once every 12 months, Elavon will provide a copy of its most recent SSAE 16 SOC 1 report, which will be deemed Elavon’s Confidential Information.

10.2. **Company Audit.** If Elavon reasonably suspects that it is subject to a financial or reputational risk due to Company’s acts or omissions, Company authorizes Elavon and its agents to perform an audit or inspection of Company’s operations and records to confirm Company’s compliance with the Agreement upon reasonable advance notice, during normal business hours, and at Elavon’s expense (unless Elavon reasonably determines based on such audit that Company is not in compliance with the Agreement, in which case Company will bear the cost). Company will maintain complete and accurate records of its performance under the Agreement. Company will execute and deliver to Elavon all documents Elavon reasonably deems necessary to verify Company’s compliance with Section 8.1.

11. **Proprietary Rights.** As between Elavon and Company, Elavon retains all right, title and interest in and to the Services, Elavon Materials, Updates, Customizations, and all Intellectual Property Rights in any of the foregoing. Company will not acquire any ownership interest or license rights (except such rights as are expressly stated in the Agreement (including the Operating Guide)) in or to the Services, Elavon Materials, Updates, Customizations, or Intellectual Property Rights in any of the foregoing. If any right, title or interest in and to any Customizations is deemed to vest in Company, Company hereby assigns and agrees to assign to Elavon all worldwide right, title, and interest in and to such Customizations, including all Intellectual Property Rights therein. All rights not otherwise stated in the Agreement are reserved to Elavon. The rights granted to Company under the Agreement are non-exclusive and nothing in the Agreement will limit the ability of Elavon to market, sell, offer for sale, license or otherwise exploit the Services, Elavon Materials, Updates, Customizations or Intellectual Property Rights in any of the foregoing to any third parties or to appoint or authorize any other person or entity to do the same.

12. Representations and Disclaimers

12.1. **Elavon Representations.** Elavon represents to Company the following as of the Effective Date:

- (a) **Organization.** Elavon is a corporation validly existing and organized under the laws of the state of Georgia with all authority, qualifications, licenses and registrations necessary to conduct its business, in all jurisdictions where Company conducts business, in compliance with all Laws and Payment Network Regulations.
- (b) **Authority and Power.** Elavon has the power to execute and perform the Agreement. The person executing the Agreement is duly authorized to bind Elavon to all provisions of the Agreement and such person is authorized to execute any document and to take any action on Elavon’s behalf which may be required to carry out the Agreement. Further, the signing and performing in accordance with the Agreement will not violate any Laws or conflict with any other agreement to which Elavon is subject.
- (c) **No Litigation.** There is no action, suit, or proceeding pending or, to Elavon’s knowledge, threatened, which if decided adversely would impair Elavon’s ability to carry on its business substantially as now conducted or which would adversely affect Elavon’s financial condition or operations.

12.2. **Company Representations.** Company represents to Elavon the following as of the Effective Date:

- (a) **Organization and Information.** Company is validly existing and duly organized under the laws of the jurisdiction in which it was formed with all authority, qualifications, licenses and registrations necessary to conduct its business, in all jurisdictions where Company conducts business, in compliance with all Laws and Payment Network Regulations. All written information provided in the Company Application, the bid process, and enrollment forms, as applicable, and in the assumptions in Schedule A or any other document submitted to Elavon is true and complete and properly reflects the business, financial condition and ownership of Company in all material respects.
- (b) **Authority and Power.** Company has the power to execute and perform the Agreement. The person executing the Agreement is duly authorized to bind Company and each Affiliated Entity to all provisions of the Agreement as if each Affiliated Entity had executed the Agreement, and such person is authorized to execute any document and to take any action on behalf of Company that Elavon requires to carry out the Agreement.

Further, the signing and performing in accordance with the Agreement will not violate any Laws or conflict with any other agreement to which Company is subject.

- (c) **No Litigation.** There is no action, suit, or proceeding pending or, to Company's knowledge, threatened, which if decided adversely would impair Company's ability to carry on its business substantially as now conducted or which would materially and adversely affect Company's financial condition or operations.
- (d) **Business Use.** Company is obtaining and using the Services from Elavon to facilitate lawful business Transactions between Company and its Customers, and using the DDA only for lawful business purposes.

12.3. **Disclaimer of Warranties.** EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, THE SERVICES AND ELAVON MATERIALS ARE PROVIDED "AS IS," AND ELAVON DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES, ELAVON MATERIALS, EQUIPMENT, SOFTWARE, DOCUMENTATION, AND COMPANY'S USE OF THIRD PARTY SERVICES, EQUIPMENT, SOFTWARE, OR DATA IN CONNECTION WITH THE SERVICES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, SATISFACTORY QUALITY, TITLE, SECURITY, NONINFRINGEMENT, UNINTERRUPTED OR ERROR-FREE USE, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OR TRADE.

12.4. **Internet Security Disclaimer.** COMPANY ACKNOWLEDGES THAT THE INTERNET IS NOT A SECURE MEDIUM AND IS SUBJECT TO INTERRUPTION AND DISRUPTION. TRANSMISSION OF INFORMATION AND DATA VIA THE INTERNET IS OUT OF ELAVON'S CONTROL. ELAVON IS NOT RESPONSIBLE FOR ANY INTERCEPTION OR CORRUPTION OF INFORMATION OR DATA DURING ANY TRANSMISSION OVER THE INTERNET OR ANY RELATED TELECOMMUNICATIONS NETWORK OR AT ANY COMPANY LOCATION OR COMPANY NETWORK ACCESS POINT.

13. Indemnification

13.1. **By Elavon.** Elavon will indemnify and defend Company, its Affiliates, and their respective employees, officers, directors, and agents against losses, damages, liabilities, fines, judgements and expenses (including all reasonable attorneys' fees) (collectively, "**Losses**") in connection with claims, actions, demands or proceedings (made or threatened) brought by a third-party ("**Claims**") arising out of (a) Elavon's breach of the Agreement; (b) Elavon's or its third party contractors' gross negligence or willful misconduct; (c) Elavon's or its third party contractors' violation of Laws or Payment Network Regulations; (d) subject to Section 13.5, Elavon's alleged infringement or other violation of a U.S. or Canada patent, copyright or trademark of a third party by the Services (but not Equipment) in the form delivered or Company's use thereof (an "Infringement Claim"); or (e) any personal injury or real or tangible personal property damage to the extent caused by Elavon or its third party contractors.

13.2. **By Company.** Company will indemnify and defend Elavon, its Affiliates, and their respective employees, officers, directors, and agents against Losses in connection with Claims arising out of (a) any Transaction processed under the Agreement; (b) Company's breach of the Agreement; (c) all use of any user ID and password other than by Elavon or Elavon's third-party contractors; (d) Company's or its Service Providers' gross negligence or willful misconduct; (e) Company's or its Service Providers' violation of Laws or Payment Network Regulations; (f) any action taken by Elavon with respect to the DDA (and, if Company is receiving Processing Services, the Reserve Account) in accordance with the Agreement; or (g) any personal injury or real or tangible personal property damage to the extent caused by Company or its Service Providers.

13.3. **Exceptions.** The indemnifying party is not required to indemnify the indemnified party for Losses to the extent caused by or resulting from the negligence, gross negligence or willful misconduct of, or breach of the Agreement by, the indemnified party.

13.4. Procedure.

(a) If a Claim is subject to indemnification under the Agreement, the indemnified party will:

- (i) Provide the other party prompt notice of the Claim (provided that any delay in notification will not relieve the indemnifying party of its obligations under this Section 13 except to the extent that the delay materially impairs its ability to fully defend the Claim);

- (ii) Subject to Section 13.4(b), give the indemnifying party the right to exercise exclusive control over the preparation and defense of the Claim, including appeals, negotiations and any settlement or compromise thereof, provided that the indemnifying party will notify the indemnified party in writing of its election regarding the assumption of control of the preparation and defense of such Claim within 15 days following receipt of the indemnified party's written notice of such Claim, but, in any event, no later than 10 days before the date on which any written response to a complaint, summons, or other legal filing is due; and
- (iii) Provide such assistance in connection with the defense and settlement of the Claim as the indemnifying party may reasonably request, at the indemnifying party's expense. The indemnifying party will not enter into any settlement that imposes any liability or obligation on the indemnified party, or contains any admission or acknowledgement of wrongdoing (whether in tort or otherwise), without the indemnified party's prior written consent.

(b) The indemnified party may join in the defense, with its own counsel, at its own expense.

13.5. Infringement Claims.

- (a) Subject to Elavon's defense obligations as provided in this Section 13, indemnification for any Infringement Claim will be limited to the payment of the final award of damages assessed against Company resulting from such Infringement Claim in a final judgment by a court of competent jurisdiction, including awarded costs, or any amount in settlement or compromise authorized by Elavon in writing.
- (b) If any part of the Services or the use of the Services becomes, or in Elavon's opinion is likely to become, the subject of an Infringement Claim, and as a result of such Infringement Claim Company's use of the Services may be enjoined or interfered with, then Elavon will, at its option and expense, either, and in addition to defending Company and paying the final amount of damages as provided for in this section, (i) obtain a license for Company to continue using the alleged infringing component(s) of the Services; (ii) modify the alleged infringing component(s) of the Services to avoid the infringement in a manner that still permits the Services to perform in all material respects in accordance with the Agreement; or (iii) replace the alleged infringing component(s) of the Services with compatible, functionally equivalent, and non-infringing component(s). Elavon will use commercially reasonable efforts to accomplish the remedies identified in this section in a manner that minimizes the disruption to Company's business operations. If Elavon is not able to accomplish the above remedies within a commercially reasonable time frame and on commercially reasonable terms, Elavon may terminate the Agreement upon written notice to Company. Upon such termination, Elavon will promptly refund any fees paid for Services not performed as of the date of termination.
- (c) Elavon will have no liability for any Infringement Claim to the extent caused by (i) access to or use of the Services other than as specified under the Agreement and the related Documentation, (ii) combination or use of the Services with non-Elavon products or services (whether or not provided to Company by Elavon), (iii) any hardware, devices, software, services or other resources not provided by Elavon, (iv) failure or refusal by Company to install, implement or use any Update or correction provided by Elavon, (v) modification or alteration of the Services by anyone other than Elavon without Elavon's prior written consent, or (vi) Company's goods or services.
- (d) **THIS SECTION 13.5 SETS FORTH THE EXCLUSIVE REMEDY OF COMPANY AND THE SOLE AND COMPLETE LIABILITY OF ELAVON WITH RESPECT TO ANY INFRINGEMENT CLAIMS.**

14. Limitation of Liability.

- 14.1. **Excluded Damages.** Except for a party's breach of its confidentiality obligations in Section 9.1 (excluding a Data Breach, which is subject to Section 14.3), neither party or its agents, officers, directors, or employees will be liable to the other party for indirect, exemplary, punitive, special, or consequential damages in connection with the Agreement under any theory of law or equity (whether in contract, tort, negligence, strict liability, by statute, or otherwise).

- 14.2. **General Limitation.** Company acknowledges that fees for the Services are very small in relation to the funds conditionally credited to Company for Transactions, and, consequently, Elavon's willingness to provide these Services is based on the liability limitations contained in the Agreement. Therefore, except for Elavon's breach of its confidentiality obligations in Section 9.1 and Elavon's indemnification obligations in Section 13 (excluding in each case a Data Breach, which is subject to Section 14.3), Elavon's aggregate liability for any Losses, regardless of the form of action, arising out of the Agreement or Elavon's performance or non-performance of Services under any theory of law or equity (whether in contract, tort, negligence, strict liability, by statute, or otherwise), will not exceed, in the aggregate, an amount equal to the lesser of (a) the sum of fees paid by Company to Elavon during the three months immediately preceding the event giving rise to the Losses, exclusive of fees and variable costs incurred by Elavon to process Transactions such as Interchange costs, assessments, charges, and fees imposed by a third party, and (b) the sum of fifty thousand dollars (\$50,000).
- 14.3. **Data Breach Limitation.** Notwithstanding the limitations set forth in Section 14.2 and the disclaimers in Section 14.1, Elavon will be liable to Company for Company's documented and incurred Elavon Data Breach Losses, up to an aggregate amount not to exceed six months' average fees paid to Elavon by Company pursuant to the Agreement. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, SECTION 9.2(C) AND THIS SECTION 14.3 SET FORTH COMPANY'S EXCLUSIVE REMEDY AND THE SOLE AND COMPLETE LIABILITY OF ELAVON WITH RESPECT TO DAMAGES, PENALTIES, COSTS, EXPENSES, OR LOSSES ARISING FROM A DATA BREACH.
15. **Purchased Equipment.** Elavon will ship to Company the Purchased Equipment described in Schedule A, any Statement of Work, additional application, setup, or order forms, or any addenda or schedules mutually agreed upon in writing by Elavon and Company for the purchase price stated thereon. Company has no right to cancel an order for Purchased Equipment. Unless otherwise agreed by the parties, Company will be responsible for all shipping costs, insurance, import and export duties and similar taxes and amounts. To the extent assignable, Elavon will assign to Company any applicable third party warranties Elavon receives with respect to the Purchased Equipment.
16. **Third-Party Vendors.**
- 16.1. **Company Service Providers and Company Resources.**
- (a) Company may want to use a Service Provider to assist with Transactions. Company will cause each Service Provider and applicable Company Resource to undergo testing, approval and certification by Elavon before Company uses such Service Provider or applicable Company Resource in connection with accessing or using the Services. Company will ensure that each Service Provider or applicable Company Resource maintains certification and compatibility with the Services and that each Service Provider and applicable Company Resource is fully compliant with all Laws, Payment Network Regulations, and Security Programs. Failure of Company's systems, including Company's point-of-sale system or property management system, or any Service Provider systems to maintain certification under this section or to be compatible and function with the most recent version of the Services will excuse Elavon from all liability and all of its obligations under the Agreement to the extent that Elavon's provision of the Services is impaired by such failure.
 - (b) Company is responsible for any violations of the Agreement that result from the acts or omissions of Company's Service Providers and any other person who, with or without Company's consent or cooperation, obtains access to Transaction Information from Company or access to systems under Company's or Service Provider's control (excluding acts or omissions to the extent attributable to Elavon's breach of the Agreement, gross negligence, or willful misconduct).
 - (c) Elavon is not responsible for Service Providers or for the products or services offered by Service Providers, nor is it responsible for any Transaction until Elavon receives complete data for the Transaction in the format required by Elavon.
 - (d) Elavon may terminate a Service Provider's access to or ability to integrate with Elavon's products, services, and systems at any time after Elavon provides Company 90 days' written notice of intent to terminate such Service Provider, or immediately without prior notice if the termination results from:
 - (i) The Service Provider's breach of any Laws or Payment Network Regulations,

- (ii) The requirement of any court order or Payment Network or application of Payment Network Regulations to the Services,
- (iii) Elavon's reasonable determination that the Service Provider poses an unacceptable security risk to Elavon, Company or any Payment Network, or
- (iv) The expiration or termination of any agreement between Elavon and the Service Provider specific to certification to Elavon with respect to the Services.

16.2. **Elavon Third-Party Contractors.** Elavon may use third-party contractors in connection with the performance of its obligations under the Agreement. Elavon will be responsible for the performance of its obligations hereunder notwithstanding any use of or delegation of any responsibility to any Elavon third-party contractor. Elavon is responsible for any violations of the Agreement that result from the acts or omissions of its third-party contractors.

17. Professional Services.

- 17.1. Elavon will provide the Professional Services to Company as mutually agreed upon by the parties in a Statement of Work. Each executed Statement of Work will be deemed incorporated into the Agreement and will identify in reasonable detail the Professional Services that Elavon will perform, including: (a) the specific deliverables and services to be provided by Elavon; (b) any responsibilities of the parties in addition to those in the Agreement; (c) the fees and costs that Company is responsible for under the Statement of Work; and (d) any payment terms that are different from or in addition to the payment terms in the Agreement. As between Elavon and Company, Elavon will own all improvements to the Services made by or on behalf of Company that arise out of the Professional Services.
- 17.2. Elavon will perform the Professional Services in a workmanlike manner. Company will notify Elavon of any failure to so perform within 10 days following the completion of the applicable Professional Services. Elavon's entire liability and Company's sole remedy for Elavon's failure to so perform will be for Elavon to, at its option, (a) use reasonable efforts to correct such failure, or (b) terminate the applicable Statement of Work and refund the portion of any fees received that corresponds to such failure to perform.
- 17.3. Company will (a) provide sufficient, qualified, knowledgeable personnel capable of (i) making timely decisions necessary to allow Elavon to perform the Professional Services, and (ii) participating in the project and assisting Elavon in rendering the Professional Services; (b) if applicable, provide Elavon with reasonable access to Company's facilities during Company's normal business hours and otherwise as Elavon reasonably requests to enable Elavon to perform the Professional Services; (c) provide Elavon with working space and any other services and materials which may reasonably be necessary in connection with the performance of the Professional Services; and (d) perform such other duties and tasks as Elavon reasonably requests to facilitate Elavon's performance of the Professional Services. Company acknowledges that: (x) Elavon's ability to perform the Professional Services is conditioned upon Company's timely performance of Company's obligations and (y) the performance of these Company obligations is material to Elavon's ability to commence and proceed with the Professional Services.

18. General Provisions.

- 18.1. **Entire Agreement.** The Agreement (including the Operating Guide, all appendices, schedules, attachments, exhibits, addenda and other documents incorporated by reference) and any amendment or supplement to it, constitutes the entire agreement between the parties, and all prior or other agreements, written or oral, are superseded by the Agreement. If a conflict exists between the documents comprising the Agreement, the following order of priority will apply:
- (a) Any schedules mutually agreed upon by the parties, with respect to the subject matter thereof;
 - (b) General Terms of Service and Appendices;
 - (c) The Operating Guide;
 - (d) Any signed Statement of Work; and
 - (e) Any Documentation provided to Company in writing by Elavon.

- 18.2. **Jurisdiction and Venue; Governing Laws.** All matters arising out of or related to the Agreement will be governed by and construed in accordance with the laws of the state of Georgia, without giving effect to its choice-of-law rules. All performances and Transactions under the Agreement will be deemed to have occurred in the state of Georgia, and Company's entry into and performance of the Agreement will be deemed to be the transaction of business within the state of Georgia. Each party hereby submits to the exclusive jurisdiction (other than for collection actions by Elavon relating to amounts owed by Company under the Agreement) of the courts of the state of Georgia (Fulton County) or the United States District Court for the Northern District of Georgia and waives any objection to venue with respect to the actions brought in those courts. Elavon and Company each waive any right to trial by jury in any action or proceeding relating to the Agreement.
- 18.3. **Exclusivity.** During the Term, Company will not enter into an agreement with any other entity that provides services similar to those Services Company has selected to receive from Elavon under the Agreement without Elavon's written consent.
- 18.4. **Construction.** The headings used in the Agreement are inserted for convenience only and will not affect the interpretation of any provision. Each provision is to be construed as if the parties drafted it jointly. The word "day" will mean "calendar day", unless specifically stated otherwise.
- 18.5. **Assignability.** Company will not assign the Agreement, directly, by operation of law, or by Change of Control of Company, without Elavon's prior written consent. If Company nevertheless assigns the Agreement without Elavon's consent, the Agreement will be binding on both the assignee and Company. Elavon will not transfer or assign the Agreement without Company's prior written consent, except for (i) an assignment or delegation to an Affiliate of Elavon, or (ii) an assignment or delegation to any entity into or with which Elavon will merge or consolidate, or who may acquire substantially all of Elavon's stock or assets.
- 18.6. **Notices.** Any written legal notice to the other party will be deemed received upon the earlier of (a) actual receipt, (b) five business days after being deposited in the U.S. mail, return receipt requested, or (c) two business days after being deposited with a nationally recognized overnight carrier. Such notices will be addressed to Company's address on the Company Application or the last address shown on Elavon's records, or to Elavon at 7300 Chapman Highway, Knoxville, Tennessee 37920, with a copy to Two Concourse Parkway, Suite 800, Atlanta, GA 30328, Attn: General Counsel, or such other addresses as Elavon may designate in writing.
- 18.7. **Bankruptcy.** Company will immediately notify Elavon of any Bankruptcy Proceeding initiated by or against Company. Company will include Elavon on the list and matrix of creditors as filed with the bankruptcy court, whether or not a claim may exist at the time of filing. Company acknowledges that the Agreement constitutes an executory contract to make a loan, or extend other debt financing or financial accommodations to, or for the benefit of Company, and, as such, cannot be assumed or assigned in the event of Company's bankruptcy. Company will be responsible to Elavon for any damages suffered by, and expenses incurred by, Elavon due to a Company Bankruptcy Proceeding.
- 18.8. **Telephone Recording.** For quality assurance and training purposes, Company authorizes Elavon to monitor and record customer service telephone conversations at any time, subject to Laws and applicable disclosures if required.
- 18.9. **Amendments.** Except as otherwise stated in the Agreement (including in [Section 6.3](#)), amendments to the Agreement will be in writing and signed by the parties. Notwithstanding the foregoing, Elavon may amend or modify the Agreement, to the extent such changes are required by changes in the Payment Network Regulations or other Laws, upon written notice to Company. Elavon will inform Company of such a change in the Payment Network Regulations or Laws in a periodic statement or other written notice, and such change will become effective at least 30 days after the issuance of the notice.
- 18.10. **Severability and Waiver.** If any provision of the Agreement is found to be invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions of the Agreement will not in any way be affected or impaired thereby. None of the failure to exercise, the delay by any party to exercise, or the partial exercise of any right under the Agreement will operate as a waiver or estoppel of such right, nor will such amend the Agreement. All waivers requested by a party must be signed by the waiving party.

- 18.11. **Independent Contractors.** Elavon and Company will be deemed independent contractors and no one will be considered an agent, joint venturer, or partner of the other, unless and to the extent otherwise specifically stated in the Agreement. The Agreement has been entered into solely for the benefit of the parties to the Agreement and is not intended to create an interest in any third party except where explicitly stated otherwise.
- 18.12. **Survival.** All of the obligations of each party that by their nature should survive termination or expiration of the Agreement in order to achieve its purposes, including Sections 3, 4.3, 4.4, 4.5, 5, 6, 8, 9, 12, 13, 14, 16, 18.2, and 18.12, will survive and remain binding upon and for the benefit of the parties.
- 18.13. **Counterparts; Electronic Delivery.** The Agreement may be signed in one or more counterparts, each of which will constitute an original and all of which, taken together, will constitute one and the same agreement. Signed counterparts may be delivered by fax or electronic means (e.g., .pdf documents via e-mail), and will constitute signed originals.
- 18.14. **Force Majeure.** Neither party will be considered in default in performance of its obligations to the extent such performance is delayed by Force Majeure affecting such party's ability to perform. A "Force Majeure" means an act of God, natural disaster, war, act of terrorism, civil disturbance, action by governmental entity, strike, and other cause beyond such party's reasonable control. If a Force Majeure interrupts Elavon's provision of any Services, Company will continue to pay Elavon the fees for the Services owed under the Agreement and Elavon will make all reasonable efforts to restore such Services. If the Force Majeure continues for a more than 14 days, then Company may, upon notice to Elavon, as its sole and exclusive remedy, abate payment to Elavon to the extent Services are not performed and terminate the Agreement.
- 18.15. **Business Continuity.** Elavon will maintain and adhere to business continuity plans that are commercially reasonable within the industry for the Services.
- 18.16. **Tribal Governments.** If Company qualifies as a federally recognized or acknowledged tribal government or an instrumentality thereof, then Company expressly and irrevocably provides a limited waiver of its sovereign immunity (and any defense based thereon) from any suit, action or proceeding or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, exercise of contempt powers or otherwise) brought by Elavon relative to disputes between the Elavon and Company under the Agreement in the exclusive jurisdiction set forth in Section 18.2. Without prejudice to the limited waiver of sovereign immunity provided in the Agreement, no other waiver of Company's sovereign immunity from suit may be implied from any action or document. Company waives any requirement for Elavon to exhaust tribal court remedies that might otherwise require, as a matter of law or comity, that a dispute be heard first in the tribal court of Company. The waivers and consents described in this Section 18.16 will inure to the benefit of the parties hereto. The parties will be entitled to all available legal and equitable remedies, including the right to specific performance, money damages and injunctive or declaratory relief. The waivers of sovereign immunity and of the obligation to exhaust tribal court remedies and the consents to jurisdiction contained in this Section 18.16 are irrevocable and will survive termination of the Agreement. Company covenants that it has obtained and will maintain in effect all authorizations and consents necessary to grant the waiver of sovereign immunity and the obligations to exhaust tribal court remedies contained herein.

APPENDIX 1 – DEFINITIONS

“**ACH**” means Automated Clearing House, The funds transfer system governed by the rules of NACHA. ACH allows financial institutions to clear interbank entries electronically.

“**ACH Network**” means the funds transfer system governed by the ACH Rules. The ACH Network allows participating depository financial institutions to clear interbank entries electronically.

“**ACH Rules**” means the NACHA Operating Rules and Operating Guidelines, which govern the interregional exchange and settlement of ACH transactions.

“**Affiliated Entity**” means (i) an Affiliate of Company, or (ii) a person or entity operating a franchise under one or more of Company’s brands pursuant to a written franchise agreement with Company whereby the franchisee consistently displays external identification prominently identifying itself with Company’s trademarks; in each case as listed on Schedule C or an exhibit to an applicable schedule mutually agreed upon by Company and Elavon.

“**Affiliates**” means entities affiliated under the majority ownership or control of, under common ownership or control with, or which own or control, a party.

“**Authorized Users**” means Company’s employees or contractors designated by Company to access and use the Services.

“**Bankruptcy Proceeding**” means, with respect to an entity, (i) that the entity or any subsidiary of such entity will: (a) commence a voluntary case under the Bankruptcy Code of 1978, as amended, or other federal bankruptcy laws (as now or hereafter in effect); (b) file or be subject to a petition seeking to take advantage of any other applicable state or federal laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts or any other similar conservatorship or receivership proceeding instituted or administered by any regulatory agency or body; (c) consent to or fail to contest, in a timely and appropriate manner, any petition filed against it in an involuntary case under such bankruptcy laws or other applicable laws; (d) apply for or consent to, or fail to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a trustee, receiver, custodian, liquidator, or similar entity of such entity or of all or any substantial part of its assets, domestic or foreign; (e) admit in writing its inability to pay its debts as they become due; (f) make a general assignment for the benefit of creditors; (g) make a conveyance fraudulent as to creditors under any applicable state or federal laws; or (h) take any action for the purpose of effecting any of the foregoing; or (ii) that a case or other proceeding will be commenced against the entity or any subsidiary of such entity in any court of competent jurisdiction, or through any regulatory agency or body, seeking: (x) relief under the Bankruptcy Code of 1978, as amended, or other federal bankruptcy laws (as now or hereafter in effect) or under any other applicable laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or composition, or adjustment of debts; or (y) the appointment of a trustee, receiver, custodian, liquidator or the like of such entity or of all or any substantial part of the assets, domestic or foreign, of such entity or any other similar conservatorship or receivership proceeding instituted or administered by any regulatory agency or body.

“**Cardholder**” means the individual in whose name a Payment Device has been issued and any authorized user of such Payment Device.

“**Cardholder Data**” has the meaning stated in the Payment Card Industry (PCI) Data Security Standard (DSS) and Payment Application Data Security Standard (PA-DSS) Glossary of Terms, Abbreviations, and Acronyms.

“**Change of Control**” means with respect to a party, (a) a merger or consolidation of such party with or into another entity, or the merger of another party with or into such party or any other transaction or series of transactions, with the effect that the equity holders of such party immediately prior to such transaction hold 50% or less of the total voting power entitled to vote in the election of directors, managers, or trustees of the surviving entity; or (b) any person or group acquires beneficial ownership of a majority interest of the voting power or voting capital or other equity interest of such person.

“**Chargeback**” means a Transaction disputed by a Cardholder or Issuer pursuant to the Payment Network Regulations.

“**Company**” has the definition set out in the first page of the Agreement.

“**Company Application**” means the Company Application attached as Schedule B and any additional document containing information regarding Company’s business that is submitted to Elavon in connection with Company’s request for Services, including documents submitted by Company as a part of the bid process, if applicable.

“Company Resources” means all equipment, communications devices, databases, services, systems and other resources that Company maintains or operates in Company’s or its third party hosting provider’s locations and which enable Company to access and use the Gateway Services or SAFE-T Services.

“Confidential Information” means all data and information, regardless of the form or media, relating to the business of the Disclosing Party of which the Receiving Party becomes aware as a consequence of, or through, the performance of its obligations under the Agreement, which has value to the Disclosing Party and is not generally known by its competitors, which is reasonably identified as confidential at the time of disclosure or which, under the circumstances surrounding disclosure, ought to be reasonably considered as confidential, including technical information, drawings, engineering data, performance specifications, cost and price information (except as provided otherwise in the Agreement), and other information, data and reports, and the terms and conditions of the Agreement. Confidential Information does not include any data or information which (i) is already known to the Receiving Party prior to disclosure by the Disclosing Party; (ii) has become generally known to the public through no wrongful act of the Receiving Party; (iii) has been rightfully received by the Receiving Party from a third party without restriction on disclosure and without, to the knowledge of the Receiving Party, a breach of an obligation of confidentiality running directly or indirectly to the other party; or (iv) is independently developed by the Receiving Party without use, directly or indirectly, of the Confidential Information received from the Disclosing Party. Cardholder Data and Transaction Information are not Confidential Information under this definition, and are addressed in Section 9.2(d).

“Credit Card” means a card or device bearing the symbol of any Credit Card Association and associated with a revolving line of credit that can be used to purchase goods and services from Company or to pay an amount due to Company.

“Credit Card Associations” means (i) Visa; (ii) MasterCard; (iii) American Express Travel Related Services Company, Inc.; (iv) Discover Network; (v) Diners Club International Ltd.; (vi) JCB International Co., Ltd.; (vii) China UnionPay Co., Ltd; and (viii) any other organization or association that hereafter contracts with Elavon to authorize, capture, and settle Transactions effected with Credit Cards issued or sponsored by such organization or association, and any successor organization or association to any of the foregoing.

“Customer” means a client of Company who elects to conduct a payment Transaction with Company through presentation of a Payment Device (including a Cardholder).

“Customizations” means any works of authorship, work product, and any invention, process, method, development, design, schematic or technical information, whether patentable or not, including documentation, software or enhancements, improvements, alterations, or derivatives of the Services developed by Elavon, either alone or jointly with others, in connection with the Agreement.

“Data Breach” means unauthorized access to, use, disclosure or exfiltration of any Cardholder Data or Transaction Information provided by Company and received by Elavon in connection with Company’s use of the Services under the Agreement.

“DDA (Demand Deposit Account)” means the commercial checking account at an ACH participating financial institution designated by Company to facilitate payment for Transactions, Chargebacks, returns, adjustments, fees, fines, penalties, assessments and charges from the Payment Networks, and other payments due under the Agreement.

“Debit Card” means a card or device bearing the symbol(s) of one or more EFT Networks or Credit Card Associations, which may be used to purchase goods and services from Company or to pay an amount due to Company by an electronic debit to the Cardholder’s designated deposit account. A “Debit Card” includes (i) a card or device that bears the symbol of a Credit Card Association and may be used to conduct signature-based, offline debit Transactions; and (ii) a card or device that bears the symbol of an EFT Network and can be used to conduct PIN-based, online debit Transactions.

“Disclosing Party” means the party providing the Confidential Information to the other party directly or indirectly (via one or more third parties acting on behalf of and at the direction of the party providing its Confidential Information).

“Discover” means DFS Services LLC.

“Discover Network” means the payment network operated and maintained by Discover.

“Documentation” means the Elavon standard written description for the Services, as applicable, that is delivered to Company under the Agreement, including user manuals and best practices guides, as may be amended by Elavon from time to time, but not including marketing materials, proposals, demonstrations or other promotional information.

“Early Termination Fee” means an amount equal to the sum of: (i) the greater of (A) the total fees paid by Company during the 12 months immediately prior to termination, and (B) the total fees that would be payable by Company during the 12 months immediately following termination (based, with respect to any per-Transaction fees, on Projected Monthly Transaction Volume), as reflected on Schedule A; and (ii) any up-front incentives afforded to Company.

“EBT Card” means a card used for electronic benefits transfers.

“ECS (Electronic Check Services)” means the service offering by Elavon pursuant to which Transactions effected via an ACH Payment Device are presented for clearing and settlement by or through an ECS Association.

“ECS Association” means NACHA and any regional ACH association or network, the Federal Reserve (in its processing of ACH entries or demand drafts or other legal replacements or substitutes for a paper check, including under the Check Clearing for the 21st Century Act or under applicable provisions of the Uniform Commercial Code), and any other organization or association Elavon uses in connection with the ECS that is hereafter designated as an ECS Association by Elavon from time to time.

“EFT Networks” means (i) Interlink Network Inc., Maestro U.S.A., Inc., STAR Networks, Inc., NYCE Payments Network, LLC, PULSE Network LLC, ACCEL/Exchange Network, Alaska Option Services Corporation, Armed Forces Financial Network, Credit Union 24, Inc., NETS, Inc., and SHAZAM, Inc.; and (ii) any other organization or association that hereafter authorizes Elavon or a third party designated by Company to authorize, capture, and settle Transactions effected with Debit Cards, and any successor organization or association to any of the foregoing.

“Effective Date” means the date stated in Elavon’s signature block on the signature page of the Agreement.

“Elavon” means Elavon, Inc., a Georgia corporation. Elavon is a registered member service provider of each Member. Elavon may also be referred to as “Servicer” in the Agreement, the Operating Guide or other documents provided to Company in connection with the Services.

“Elavon Data Breach” means a Data Breach that (i) originated within data operating systems controlled by Elavon, (ii) occurred due to a breach of the Agreement by Elavon, (iii) was not attributable to any act or omission of Company or its Service Providers, and (iv) does not relate to any Company provided data in user defined fields not required by Elavon or used to perform the Services.

“Elavon Data Breach Losses” means (i) any fine, penalty, assessment, or charge levied by any Payment Network or regulatory authority against Company, and paid by Company, due to an Elavon Data Breach; provided that, prior to any Payment Network or regulatory authority’s finalization of any fine, penalty, assessment, or charge for which Company will seek recovery from Elavon, Company obtains for Elavon the opportunity to discuss and attempt to negotiate such fine, penalty, assessment or charge with the applicable Payment Network or regulatory authority, (ii) amounts paid by Company to third parties to reimburse them for their direct losses resulting from or attributable to an Elavon Data Breach, to the extent Company is required by Laws (including by a statutory or contractual obligation or court order) to make such payments (excluding amounts paid under clause (i) above), and (iii) Company’s direct costs incurred in providing 12 months of credit monitoring to Cardholders affected by an Elavon Data Breach involving unauthorized access to unencrypted full primary account numbers (PANs) or social security numbers.

“Elavon Materials” means the specifications, documentation (including Documentation), application programming interfaces (APIs) and other interfaces, nonpublic or proprietary data import routines, sample code and materials provided to Company to enable Company to perform its obligations or exercise its rights under the Agreement, including integration to the Services.

“Electronic Gift Card (EGC)” means a special stored value card provided by or on behalf of Company that is redeemable for merchandise, services or other Transactions.

“Equipment” means Purchased Equipment and other devices, equipment and hardware provided to Company under the Agreement.

“Force Majeure” means has the meaning stated in Section 18.14.

“Gateway Services” means the hosted gateway services provided by Elavon, as further described in the Operating Guide.

“Initial Term” has the meaning stated in Schedule A.

“Intellectual Property Rights” means worldwide patents, trade secrets, copyrights, trademarks, service marks, trade names, and all other intellectual property rights and proprietary rights, including all rights or causes of action for infringement or misappropriation of any of the foregoing.

“Interchange” means the clearing and settlement system for Visa, MasterCard and, where applicable, Discover Credit Cards and Debit Cards, where data is exchanged between Elavon and the Issuer through the applicable Payment Network.

“Internal Controls Assessment” has the meaning stated in Section 10.1.

“Issuer” means the financial institution or other entity that issued the Credit Card or Debit Card to the Cardholder.

“Laws” means all applicable local, state, and federal statutes, regulations, ordinances, rules, and other binding law in effect from time to time.

“MasterCard” means MasterCard International Incorporated.

“Member” means the sponsoring Member designated on the Company Application or on a particular schedule, as applicable. Elavon may change any Member at any time and will provide Company notice of the change.

“NACHA” means the National Automated Clearing House Association, which establishes standards, rules, and procedures governing the ACH Network, including the ACH Rules.

“Operating Guide” means Elavon’s Operating Guide (formerly the “Merchant Operating Guide” or “MOG”), located at www.merchantconnect.com (or such other website that Elavon may specify), that prescribes rules and procedures governing Transactions and Company’s use of the Services. Elavon may amend the Operating Guide from time to time, which amendments will be effective upon notice to Company.

“Payment Device” means any device or method used for the purpose of obtaining credit or debiting a designated account including a Credit Card, Debit Card, and any other financial transaction device or method, including an Electronic Gift Card, check (whether converted into electronic form or used as a source document for an electronic fund transfer), EBT Card, stored value card, “smart” card, or other device created to be used for the purpose of obtaining credit or debiting a designated account.

“Payment Network” means any Credit Card Association, EFT Network, ECS Association or automated clearing house association, governmental agency or authority, and any other entity or association that issues or sponsors a Payment Device or PayPal Payment Device (as defined in the Operating Guide) or operates a network on which a Payment Device is processed.

“Payment Network Regulations” means the rules, operating regulations, guidelines, specifications and related or similar requirements of any Payment Network.

“PCI-DSS” means the Payment Card Industry Data Security Standards.

“POS Device” means a terminal, software or other point-of-sale device at a Company location that conforms to the requirements established from time to time by Elavon and the applicable Payment Network.

“Processing Services” means Services other than Gateway Services, SAFE-T Services, and Professional Services.

“Professional Services” means the work Elavon performs for Company in connection with the installation or implementation of the Services, as more fully described in a Statement of Work.

“Projected Monthly Transaction Volume” means the projected monthly Transaction volume stated in Schedule A.

“Purchased Equipment” means the devices, equipment and hardware purchased by Company from Elavon under the terms of the Agreement.

“Receiving Party” means the party receiving Confidential Information from the other party directly or indirectly (via one or more third parties acting on behalf of and at the direction of the party providing its Confidential Information).

“Renewal Term” has the meaning stated in Schedule A.

“Reserve Account” means the ledger account established by Elavon on its books and records reflecting a contingent payment obligation from Elavon to Company.

“**SAFE-T Services**” means the integrated security services provided by Elavon, as further described in Exhibit E.

“**Security Programs**” means the PCI-DSS, including the Cardholder Information Security Program (CISP) of Visa, the Site Data Protection Program (SDP) of MasterCard, the Data Security DISC Program and the PCI-DSS regulations of Discover Network, and the security programs of any other Payment Network, and any modifications to, or replacements of, such programs that may occur from time to time.

“**Service Provider**” means any entity that stores, processes, transmits or accesses Cardholder Data or Transaction Information on behalf of Company or that provides software to Company for transaction processing, storage, or transmission, except to the extent such services are performed by the entity in its capacity as a third-party contractor of Elavon performing Elavon’s obligations under the Agreement.

“**Services**” means the services Elavon provides to Company pursuant to the Agreement as designated by Company on the Company Application, or as Professional Services, and any additional services, software, and hardware Elavon provides pursuant to a schedule or an addendum to the Agreement, mutually executed by the parties in accordance with the terms of the Agreement.

“**SSAE 16**” has the meaning stated in Section 10.1.

“**Statement of Work**” means a statement of work for Professional Services that references the Agreement and is executed by the parties.

“**Term**” means the Initial Term and any Renewal Term.

“**Transaction**” means any action between Company and a Cardholder using a Payment Device that results in activity on the Cardholder’s account (e.g., payment, purchase, refund, or return).

“**Transaction Information**” means any data or information resulting from an action between a Cardholder using a Payment Device and a Company that results in activity on the Cardholder’s account (e.g., payment, purchase, refund, or return). Transaction Information includes payment processing-related transactional information that may be collected or stored by Elavon, including the price paid for products or services, date, time, approval, unique transaction number, store identifier, and Customer bank information relating to a Transaction.

“**Transaction Receipt**” means the paper or electronic record evidencing the purchase of goods or services from, or payment to, a Company by a Cardholder using a Payment Device.

“**Transition Period**” has the meaning stated in Section 4.5(a).

“**Updates**” means all updates, revisions, patches, fixes, new releases, and other improvements or changes to any Services provided to Company under the Agreement.

“**U.S.**” means the United States of America.

“**Visa**” means Visa U.S.A., Inc.

SCHEDULE A

FEES

[Separately provided]

SCHEDULE B

COMPANY APPLICATION

[Separately provided]



SCHEDULE C
AFFILIATED ENTITIES

Check one:

☒ Company named on page 1 only, and all locations will operate under Tax ID Number 91-6001280.

☐ Company named on page 1, with Tax ID Number _____ and the following Affiliates or franchisees (a separate Form W-9 or Form W-8BEN, as applicable, must be submitted for each entity identified below):

Name	Tax ID Number
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

COMPANY, on behalf of itself and each of the Affiliated Entities identified above: **ELAVON, INC.**

By: _____
Name: Theresa M. Sanders
Title: City Administrator

By: _____
Name: _____
Title: _____
Date: _____

(Schedule C "Effective Date")

ADDITIONAL SERVICES ADDENDUM TO MASTER SERVICES AGREEMENT

This Additional Services Addendum (the “**Addendum**”) to the Master Services Agreement dated _____ (the “**Agreement**”) is entered into as of the Addendum Effective Date set forth below between the entity identified below as the Company (“**Company**”) and Elavon, Inc. (“**Elavon**”), and sets forth the additional Services selected by Company to be provided by Elavon pursuant to the Agreement (the “**Additional Services**”). Capitalized terms used and not otherwise defined in this Addendum will have the meanings ascribed to them in the Agreement or the Operating Guide.

If a schedule is required for the receipt of an Additional Service (as noted below) and that schedule does not require a separate signature, such Schedule is hereby attached. If a required schedule includes a separate signature, Company will enter into such Schedule prior to receiving the applicable Additional Service. Company will compensate Elavon for the Additional Services as indicated on the Amended Schedule A, Schedule of Fees, attached hereto, or other applicable schedule.

The Agreement, including any schedules attached to this Addendum or separately entered into in conjunction with this Addendum, will govern the Company’s receipt and use of the Additional Services, and Company agrees to comply with the Agreement, this Addendum, and all applicable schedules with respect to the Additional Services.

Company selects the following Additional Services:

PROCESSING SERVICES AVAILABLE TO COMPANIES GENERALLY (CHECK DESIRED PROCESSING SERVICES) <i>(ATTACH SCHEDULE D IF NOT ALREADY INCLUDED WITH AGREEMENT)</i>	
<input checked="" type="checkbox"/> CREDIT CARD SERVICES <input checked="" type="checkbox"/> DEBIT CARD (SIGNATURE-BASED) SERVICES <input checked="" type="checkbox"/> DEBIT CARD (PIN-BASED) SERVICES <input checked="" type="checkbox"/> BILL PAYMENT (PINLESS DEBIT) SERVICES <input type="checkbox"/> DYNAMIC CURRENCY CONVERSION (DCC) SERVICES <input type="checkbox"/> MULTI-CURRENCY PRICING (MCP) SERVICES <input checked="" type="checkbox"/> WIRELESS SERVICES <input checked="" type="checkbox"/> CONTACTLESS SERVICES <input type="checkbox"/> ELECTRONIC GIFT CARD SERVICES <div style="margin-left: 20px;"><input type="checkbox"/> WebSuite Services</div> <input type="checkbox"/> BILLER DIRECT SERVICES (SELECT ONE) <div style="margin-left: 20px;"> <input type="checkbox"/> BILL PAYMENT PORTAL (BPP) <input type="checkbox"/> ENTERPRISE BILLING SOLUTIONS (EBS) <small>COMPANY MUST COMPLETE THE APPLICABLE BILLER DIRECT SERVICES ENROLLMENT FORM BASED ON ABOVE SELECTION</small> </div> <input type="checkbox"/> INTERNET PIN-BASED DEBIT CARD SERVICES <div style="margin-left: 20px;"><u>SERVICES THAT ALLOWS COMPANY TO PROCESS :</u></div> <div style="margin-left: 20px;"> <input type="checkbox"/> DOMESTIC INTERNET PIN-BASED CARD TRANSACTIONS <input type="checkbox"/> INTERNATIONAL INTERNET PIN-BASED CARD TRANSACTIONS <div style="margin-left: 20px;"><input type="checkbox"/> CHINA UNION PAY <small>(IF CHECKED, COMPANY MAY SUBMIT INTERNATIONAL PIN-BASED CREDIT CARD TRANSACTIONS AND INTERNATIONAL DEBIT CARD TRANSACTIONS FOR PROCESSING OVER THE CHINA UNIONPAY Co., LTD NETWORK)</small></div> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> OTHER: <small>IF ADDITIONAL INTERNATIONAL NETWORKS ARE ELECTED, ATTACH SUPPLEMENTAL INTERNATIONAL NETWORKS ELECTION PAGE</small> <input type="checkbox"/> OTHER: </div> </div>	<input type="checkbox"/> PAYMENT NAVIGATOR SERVICES <div style="margin-left: 20px;"> <input type="checkbox"/> HEALTHCARE ADMINISTRATION SERVICES <input type="checkbox"/> ELIGIBILITY <input type="checkbox"/> PATIENT PAYMENT ESTIMATES <input type="checkbox"/> PATIENT STATEMENT <input type="checkbox"/> ELECTRONIC BILL PRESENTMENT </div> <input checked="" type="checkbox"/> CONVERGE SERVICES <div style="margin-left: 20px;"><input type="checkbox"/> CONVERGE TOKENIZATION SERVICES</div> <input type="checkbox"/> PETROLEUM SERVICES <div style="margin-left: 20px;"><u>PETROLEUM SERVICES AVAILABLE TO QUALIFIED COMPANIES (CHECK DESIRED PETROLEUM SERVICES):</u></div> <div style="margin-left: 20px;"> <input type="checkbox"/> SATELLITE SERVICES <input type="checkbox"/> VOYAGER CARD ACCEPTANCE <input type="checkbox"/> SMARTLINK SERVICES <input type="checkbox"/> WRIGHT EXPRESS CARD ACCEPTANCE <small>(SEPARATE WRIGHT EXPRESS CHARGE CARD ACCEPTANCE AGREEMENT REQUIRED)</small> </div> <input type="checkbox"/> ELECTRONIC CHECK SERVICES (SCHEDULE I REQUIRED)
SERVICES AVAILABLE TO COMPANIES OPERATING IN CERTAIN JURISDICTIONS (CHECK DESIRED SERVICES) <i>(ATTACH SCHEDULE D IF NOT ALREADY INCLUDED WITH AGREEMENT)</i>	
<input type="checkbox"/> SERVICES IN CANADA (SCHEDULE F REQUIRED)	<input type="checkbox"/> SERVICES IN PUERTO RICO (SCHEDULE G REQUIRED)
PROCESSING SERVICES AVAILABLE TO COMPANIES OPERATING IN CERTAIN CATEGORIES (CHECK DESIRED SERVICES) <i>(ATTACH SCHEDULE D IF NOT ALREADY INCLUDED WITH AGREEMENT)</i>	
<input type="checkbox"/> EBT SERVICES <input type="checkbox"/> HOSPITALITY SERVICES <input checked="" type="checkbox"/> SERVICES FOR GOVERNMENT ENTITIES AND INSTITUTIONS (ATTACH SCHEDULE H) <div style="margin-left: 20px;"><small>ELAVON FEE COLLECTION MODEL – CHECK ONE:</small></div> <div style="margin-left: 40px;"> <input checked="" type="checkbox"/> DIRECT DEBIT <input type="checkbox"/> INVOICE (WHEN AVAILABLE) </div>	<input type="checkbox"/> NO SIGNATURE REQUIRED PROGRAM SERVICE

NON-PROCESSING SERVICES AVAILABLE TO COMPANIES GENERALLY (CHECK DESIRED SERVICES)	
<input type="checkbox"/> HOSTED GATEWAY SERVICES	<input type="checkbox"/> SAFE-T SERVICES (ATTACH SCHEDULE E)

CONVENIENCE FEE AND GOVERNMENT/PUBLIC INSTITUTION SERVICE FEES (GPISF) (ATTACH SCHEDULE D IF NOT ALREADY INCLUDED WITH AGREEMENT)	
<input type="checkbox"/> CONVENIENCE FEE AND GOVERNMENT/PUBLIC INSTITUTION SERVICE FEES (ATTACH GOVERNMENT/PUBLIC INSTITUTION SERVICE FEE ENROLLMENT FORM) <u>CONVENIENCE FEE FUNDING MODEL (CHECK ONE):</u> <input type="checkbox"/> COMPANY MANAGED ¹ <input type="checkbox"/> ELAVON MANAGED ² <u>PAYMENT TRANSACTION TYPES</u> <input type="checkbox"/> CREDIT (CHECK ALL THAT APPLY): <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER </div> <input type="checkbox"/> SIGNATURE DEBIT (CHECK ALL THAT APPLY): <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER </div> <input type="checkbox"/> PIN-BASED DEBIT <input type="checkbox"/> ACH (VIA ELECTRONIC CHECK SERVICES) (SCHEDULE I REQUIRED) <u>ELAVON PRODUCT SUPPORTING ELAVON-MANAGED CONVENIENCE FEE ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):</u> <input type="checkbox"/> BILLER DIRECT SERVICES (CHECK ONE OPTION BELOW, BUT ONLY IF COMPANY ELECTS BILLER DIRECT SERVICES; COMPANY MUST COMPLETE THE APPLICABLE BILLER DIRECT SERVICES ENROLLMENT FORM BASED ON BELOW SELECTION): <div style="margin-top: 5px;"> <input type="checkbox"/> BILL PAYMENT PORTAL (BPP) <input type="checkbox"/> ENTERPRISE BILLING SOLUTIONS (EBS) <input type="checkbox"/> COMPANY PROPRIETARY SOLUTION OR VALUE-ADDED SERVICER <input type="checkbox"/> OTHER: </div> <u>GPISF FUNDING MODEL (CHECK ONE):</u> <input type="checkbox"/> COMPANY-MANAGED ³ <input type="checkbox"/> COMPANY-MANAGED WITH ELAVON POS DEVICES/SERVICE FEE TERMINALS ⁴ <input type="checkbox"/> ELAVON-MANAGED ⁵ <u>CARD ACCEPTANCE (CHECK ALL THAT APPLY):</u> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> POINT OF SALE <input type="checkbox"/> INTERNET </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> IVR <input type="checkbox"/> OTHER: </div>	<u>GPISF SERVICES PROGRAMS (CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENTS):</u> <input type="checkbox"/> MASTERCARD GOVERNMENT AND EDUCATION PAYMENT PROGRAM <input type="checkbox"/> VISA GOVERNMENT AND EDUCATION PAYMENT PROGRAM <u>TRANSACTION TYPES:</u> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> FEDERAL INCOME TAX <input type="checkbox"/> BUSINESS TAX </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> GOVERNMENT FEES <input type="checkbox"/> OTHER TAX </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> STATE INCOME TAX <input type="checkbox"/> TUITION </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> REAL ESTATE PROPERTY TAX <input type="checkbox"/> OTHER EDUCATION EXPENSES </div> <u>PAYMENT TYPES FOR GPISF ASSESSMENT (NOT ALL PAYMENT TYPES ARE SUPPORTED FOR ALL PROGRAMS)(CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF)</u> <input type="checkbox"/> CREDIT – (CHECK ALL THAT APPLY): <div style="margin-top: 5px;"> <input type="checkbox"/> VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399 <input type="checkbox"/> MASTERCARD – ELIGIBLE MCCs: 8211, 8220, 8299, 9211, 9222, 9223, 9311, 9399, 9402 <input type="checkbox"/> DISCOVER (AVAILABLE IF ELAVON-ACQUIRED) </div> <input type="checkbox"/> SIGNATURE DEBIT – (CHECK ALL THAT APPLY): <div style="margin-top: 5px;"> <input type="checkbox"/> VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399 <input type="checkbox"/> MASTERCARD – ELIGIBLE MCCs: 8211, 8220, 8299, 9211, 9222, 9223, 9311, 9399, 9402 <input type="checkbox"/> DISCOVER (AVAILABLE IF ELAVON-ACQUIRED) <input type="checkbox"/> ACH (VIA ELECTRONIC CHECK SERVICES) (SCHEDULE I REQUIRED) </div> <u>ELAVON PRODUCT SUPPORTING GPISF ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):</u> <input type="checkbox"/> BILLER DIRECT SERVICES (CHECK ONE OPTION BELOW, BUT ONLY IF COMPANY ELECTS BILLER DIRECT SERVICES; COMPANY MUST COMPLETE THE APPLICABLE BILLER DIRECT SERVICES ENROLLMENT FORM BASED ON BELOW SELECTION): <div style="margin-top: 5px;"> <input type="checkbox"/> BILL PAYMENT PORTAL (BPP) <input type="checkbox"/> ENTERPRISE BILLING SOLUTIONS (EBS) </div> <input type="checkbox"/> SERVICE FEE TERMINAL (VERIFONE VX520 OR EQUIVALENT) <input type="checkbox"/> COMPANY PROPRIETARY SOLUTION OR VALUE-ADDED SERVICER <input type="checkbox"/> OTHER:

[Signature page follows]

¹ “Company-Managed” means that Company establishes the amount of the Convenience Fee (subject to the requirements of the Agreement and applicable Payment Network Regulations) and retains the Convenience Fee. Company pays Elavon the per transaction fees as set forth on Schedule A to the Agreement for all Convenience Fee Transactions.

² “Elavon-Managed” means that Elavon establishes the amount of the Convenience Fee and retains the Convenience Fee in lieu of Company’s obligation to pay Elavon the per transaction fees as set forth on Schedule A to the Agreement for Convenience Fee Transactions. The Convenience Fee is still charged by Company and included in the overall transaction amount charged to the Cardholder.

³ “Company-Managed” means that Company establishes the amount of the GPISF, programs its POS Devices to assess the GPISF, and retains the GPISF (subject to the requirements of the Agreement and applicable Payment Network Regulations). Company pays Elavon the per transaction fees as set forth on Schedule A to the Agreement for all GPISF Transactions.

⁴ “Company-Managed with Elavon POS Devices/Service Fee Terminals” means that Elavon programs the POS Devices to assess the GPISF established by Company and Company retains the GPISF. Company pays Elavon the per transaction fees as set forth on the Schedule A to the Agreement for all GPISF Transactions.

⁵ “Elavon-Managed” means that Elavon establishes the amount of the GPISF, and Elavon charges and retains the GPISF in lieu of Company’s obligation to pay Elavon the per transaction fees as set forth on the Schedule A to the Agreement for GPISF Transactions.

Agreed and accepted

_____,
on behalf of itself and each Affiliated Entity
("Company"):

By: _____

Name: Theresa M. Sanders

Title: City Administrator

ELAVON, INC.

By: _____

Name: _____

Title: _____

Date: _____

("Addendum Effective Date")

If Company will receive Processing Services pursuant to this Addendum, and Schedule D is not already part of the agreement prior to entry into this Addendum, then Member, as designated on the Company Application, agrees to and accepts the Addendum solely as to the terms in Schedule D, Section 1.7.

MEMBER

By: _____

Name: _____

Title: _____

AMENDED SCHEDULE A
SCHEDULE OF FEES

[Separately Provided]

SCHEDULE A - SCHEDULE OF FEES

If this schedule is inclusive of **exception pricing** on any fees or service, written approval of final pricing included herein must be attached for legal review. Primary documentation should be a P&L model including the final pricing, reviewed and signed by the Pricing and Profitability team. If Safe-T Service pricing is included, see Section VII, C., a signed Schedule L must be included. If Professional Services pricing is included, a separate Statement of Work and Professional Services Agreement must be included. Various forms of written approval will be accepted, but must be approved by appropriate parties within the applicable professional services groups as outlined in the pricing guidelines for these products.

ASSUMPTIONS / Merchant PROFILE

Legal Entity Name	City of Spokane		
Business Segment	Services_Government		
Category Description	Government Services-Not Elsewhere Classified		
MCC	9399		
Multiple MCCs?	Yes		
Locations	21		
	Annual Volume	Avg. Ticket	Annual Transactions
VISA	\$11,871,760	\$50.00	237,435
MasterCard	\$2,084,561	\$44.00	47,376
Discover	\$66,840	\$34.00	1,966
Union Pay			0
American Express	\$474,165	\$85.00	5,578
JCB & Diners			0
PIN-Debit	\$1,477,914	\$37.00	39,944
Checks			0
EBT			0
Total	\$15,975,240	\$50.00	332,300

Projected Monthly Trans

Volume	Average Ticket
27692	\$50

TERM

Initial Term of: Year(s) with (REQUIRED): Year(s) Renewal Term

PROCESSING SERVICES AVAILABLE TO COMPANIES GENERALLY

CARD PROCESSING FEES

Billing Method:

Interchange, assessments, and dues will be assessed on all Visa, MasterCard, Discover, and UnionPay settled volume.

Service may adjust Merchant's pricing if (i) Merchant's annualized Visa/MasterCard/Discover/UnionPay average ticket or volume varies from projections by more than twenty percent (20%), or (ii) Merchant's Visa/MasterCard/Discover/UnionPay average ticket or volume for any month falls below fifty percent (50%) of such Visa/MasterCard/Discover/UnionPay average ticket or volume during the same month of the previous calendar year.

Pass-Through

All Visa, MasterCard, Discover, UnionPay, and debit network authorization and Interchange fees, assessments, dues and other fees and charges are passed to Merchant at cost. Service Transaction processing fees include:

	%	Per Item (\$)
Visa	0.00%	\$0.065
MasterCard	0.00%	\$0.065
Discover	0.00%	\$0.065
UnionPay	0.00%	\$0.065
PIN-Debit	0.00%	\$0.065

AUTHORIZATION FEES - Servicer

Telecom Method	IP/DIAL
Additional Fee for Telecom	Waived
	Per Authorization Fee
Visa	\$0.000
MasterCard	\$0.000
Discover	\$0.000
UnionPay	\$0.000
PIN Debit	\$0.000
American Express	\$0.050
Diners	\$0.000
JCB	
EBT	
Other Card Type	
Frame Relay	
Dial Back-Up for Frame Relay	
Voice (VRU) Authorization	\$0.750
Voice Authorization with Address Verification	\$0.900
Operator-Assist Authorization	\$0.900
Bank Referral Authorization	\$4.000

OTHER TRANSACTION FEES

	Per Transaction Fee
Bill Payment (PIN-Less Debit)	
PIN Debit Flat Rate (per settled transaction) (Debit Network Switch Fee is billed separately - per authorization)	
AVS Fee (per occurrence)	
ACH Fee (per occurrence)	
ACH Returned Item Fee (per occurrence)	\$20.000
FedWire Settlement (per occurrence, where available)	
<i>Fedwire requires CFO Approval</i>	
Chargeback Fee (per occurrence)	\$25.000
Monthly Minimum (per location)	Waived

Monthly Minimum Start Date to be the Effective Date of the PDPA

Other Fee

3Delta - Level 3 Solutions

Setup Fee

Other Setup Fee

Monthly Fee

Per Transaction Fee

Other Fee

REPORTING

Merchant Connect Basic

Setup Fee

Monthly Fee

Waived

Waived

Merchant Connect Premium

Setup Fee

Monthly Fee

1 User

2-5 Users

6-10 Users

11+ Users

Waived

Waived

Waived

Waived

Waived

OCM Setup Fee

Monthly Maintenance Fee

1-5 Users

6-10 Users

11+ Users

\$14.95

\$14.95

\$14.95

ACS Reporting

Setup Fee (per MID)

Monthly Fee

Customized Reporting

Setup Fee

Monthly Fee

PIN-Debit BIN Reporting

Setup Fee (per MID)

Monthly Fee

FOREIGN NETWORK

PROFESSIONAL SERVICES

EQUIPMENT/SOFTWARE

Purchase

Equipment Type	Price/Unit	Monthly Fee	Application
Ingenico iCT220	\$230.00		
Ingenico iCT250	\$365.00		
Verifone VX520	\$421.00		
Ingenico Pinpad iPP320	\$288.00		
Verifone Pinpad VX820	\$216.00		
Ingenico Wireless iWL250G	\$733.00		

Notes: 1) Shipping and handling fees are included in the equipment price. 2) All newly purchased equipment from Servicer is warranted for one year from date of purchase. Servicer will replace defective equipment. Merchant will pay a \$35/unit swap fee for the shipping and handling of the replacement equipment. After the first year, Merchant will be quoted a new equipment cost based on market pricing. 3) Merchant owned equipment is not warranted by Servicer, but Merchant may purchase new equipment at market pricing from Servicer. 4) See additional pricing sheet as needed.

DCC & MCC

ACCOUNT IMPLEMENTATION & MAINTAINENCE FEES

ELECTRONIC GIFT CARDS

BILL PAYMENT PORTAL (BPP) & ENTERPRISE BILLING SOLUTIONS (EBS)

ACCULYNK (INTERNET PIN-BASED DEBIT CARDS SERVICES)

PAYMENT NAVIGATOR SERVICES

CONVERGE SERVICES

PETROLEUM SERVICES

ELECTRONIC CHECK SERVICE:SERVICE LEVEL AND PROCESSING FEES

PROCESSING SERVICES AVAILABLE TO COMPANIES OPERATING IN CERTAIN CATEGORIES

NON-PROCESSING SERVICE AVAILABLE TO COMPANIES GENERALLY

CONVENIENCE FEE AND GOVERNMENT/PUBLIC INSTIUION SERVICE FEES (GPISF)

PCI

Channel: Direct

Start Date:	11/1/2016	
MID Type:	Single-MID	
MIDS:	6+	
Billing Type:	Monthly	
	IP	NON-IP
Monthly Fee:	\$7.00	\$7.00
Annual Fee:	N/A	N/A

All Merchants must comply with the requirements of the Payment Card Industry Data Security Standards ("PCI DSS"). Elavon requires Level 4 Merchants (determined based on transaction volume) to validate PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval. An annual PCI Fee will be charged to Merchants with access to the services of the qualified third party assessor with whom Elavon has a preferred provider relationship. Any Merchant that has not validated PCI DSS compliance within ninety (90) days of account approval, or in subsequent years on or before the anniversary date of account approval, will be charged an additional monthly non-compliance fee of \$45.00 until Elavon is provided with validation of compliance. Merchant may be eligible for Data Breach Coverage following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview for coverage details and conditions. Unless stated otherwise in the Agreement, these rates are subject to change with a thirty (30) day notification.

Merchant Acknowledgement

Signature:

Printed Name: _____

Title: _____

Date: _____

SCHEDULE A - SCHEDULE OF FEES

If this schedule is inclusive of **exception pricing** on any fees or service, written approval of final pricing included herein must be attached for legal review. Primary documentation should be a P&L model including the final pricing, reviewed and signed by the Pricing and Profitability team. If Safe-T Service pricing is included, see Section VII, C., a signed Schedule L must be included. If Professional Services pricing is included, a separate Statement of Work and Professional Services Agreement must be included. Various forms of written approval will be accepted, but must be approved by appropriate parties within the applicable professional services groups as outlined in the pricing guidelines for these products.

ASSUMPTIONS / Merchant PROFILE

Legal Entity Name	City of Spokane (Parking)		
Business Segment	Services_Government		
Category Description	Government Services-Not Elsewhere Classified		
MCC	9399		
Multiple MCCs?	Yes		
Locations	2		
	Annual Volume	Avg. Ticket	Annual Transactions
VISA	\$1,171,490	\$4.00	292872
MasterCard	\$213,556	\$4.00	53389
Discover	\$1,132	\$32.00	35
Union Pay			0
American Express			0
JCB & Diners			0
PIN-Debit			0
Checks			0
EBT			0
Total	\$1,386,178	\$13.33	346297

Projected Monthly Trans

Volume	Average Ticket
28858	\$13

TERM

Initial Term of: Year(s) with (REQUIRED): Year(s) Renewal Term

PROCESSING SERVICES AVAILABLE TO COMPANIES GENERALLY

CARD PROCESSING FEES

Billing Method:

Interchange, assessments, and dues will be assessed on all Visa, MasterCard, Discover, and UnionPay settled volume.

Service may adjust Merchant's pricing if (i) Merchant's annualized Visa/MasterCard/Discover/UnionPay average ticket or volume varies from projections by more than twenty percent (20%), or (ii) Merchant's Visa/MasterCard/Discover/UnionPay average ticket or volume for any month falls below fifty percent (50%) of such Visa/MasterCard/Discover/UnionPay average ticket or volume during the same month of the previous calendar year.

Pass-Through

All Visa, MasterCard, Discover, UnionPay, and debit network authorization and Interchange fees, assessments, dues and other fees and charges are passed to Merchant at cost. Service Transaction processing fees include:

	%	Per Item (\$)
Visa	0.00%	\$0.040
MasterCard	0.00%	\$0.040
Discover	0.00%	\$0.040
UnionPay	0.00%	\$0.040
PIN-Debit	0.00%	\$0.040

AUTHORIZATION FEES - Servicer

Telecom Method	IP/DIAL
Additional Fee for Telecom	Waived
	Per Authorization Fee
Visa	\$0.000
MasterCard	\$0.000
Discover	\$0.000
UnionPay	\$0.000
PIN Debit	\$0.000
American Express	\$0.050
Diners	\$0.000
JCB	
EBT	
Other Card Type	
Frame Relay	
Dial Back-Up for Frame Relay	
Voice (VRU) Authorization	\$0.750
Voice Authorization with Address Verification	\$0.900
Operator-Assist Authorization	\$0.900
Bank Referral Authorization	\$4.000

OTHER TRANSACTION FEES

	Per Transaction Fee
Bill Payment (PIN-Less Debit)	
PIN Debit Flat Rate (per settled transaction) (Debit Network Switch Fee is billed separately - per authorization)	
AVS Fee (per occurrence)	
ACH Fee (per occurrence)	
ACH Returned Item Fee (per occurrence)	\$20.000
FedWire Settlement (per occurrence, where available)	
Fedwire requires CFO Approval	
Chargeback Fee (per occurrence)	\$25.000

Monthly Minimum (per location)

Monthly Minimum Start Date to be the Effective Date of the PDPA

Other Fee

3Delta - Level 3 Solutions

Setup Fee

Other Setup Fee

Monthly Fee

Per Transaction Fee

Other Fee

Waived

REPORTING**Merchant Connect Basic**

Setup Fee

Monthly Fee

Waived

Waived

Merchant Connect Premium

Setup Fee

Monthly Fee

1 User

2-5 Users

6-10 Users

11+ Users

Waived

Waived

Waived

Waived

Waived

OCM Setup Fee

Monthly Maintenance Fee

1-5 Users

6-10 Users

11+ Users

\$14.95

\$14.95

\$14.95

ACS Reporting

Setup Fee (per MID)

Monthly Fee

Customized Reporting

Setup Fee

Monthly Fee

PIN-Debit BIN Reporting

Setup Fee (per MID)

Monthly Fee

FOREIGN NETWORK**PROFESSIONAL SERVICES****EQUIPMENT/SOFTWARE****DCC & MCC****ACCOUNT IMPLEMENTATION & MAINTAINENCE FEES****ELECTRONIC GIFT CARDS****BILL PAYMENT PORTAL (BPP) & ENTERPRISE BILLING SOLUTIONS (EBS)****ACCULYNK (INTERNET PIN-BASED DEBIT CARDS SERVICES)****PAYMENT NAVIGATOR SERVICES****CONVERGE SERVICES****PETROLEUM SERVICES****ELECTRONIC CHECK SERVICE:SERVICE LEVEL AND PROCESSING FEES****PROCESSING SERVICES AVAILABLE TO COMPANIES OPERATING IN CERTAIN CATEGORIES****NON-PROCESSING SERVICE AVAILABLE TO COMPANIES GENERALLY****CONVENIENCE FEE AND GOVERNMENT/PUBLIC INSTIUION SERVICE FEES (GPISF)****PCI**

Channel: Direct

Start Date:

11/1/2016

MID Type:

Single-MID

MIDS:

6+

Billing Type:

Monthly

Monthly Fee:

IP

NON-IP

\$7.00

\$7.00

Annual Fee:

N/A

N/A

All Merchants must comply with the requirements of the Payment Card Industry Data Security Standards ("PCI DSS"). Elavon requires Level 4 Merchants (determined based on transaction volume) to validate PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval. An annual PCI Fee will be charged to Merchants with access to the services of the qualified third party assessor with whom Elavon has a preferred provider relationship. Any Merchant that has not validated PCI DSS compliance within ninety (90) days of account approval, or in subsequent years on or before the anniversary date of account approval, will be charged an additional monthly non-compliance fee of \$45.00 until Elavon is provided with validation of compliance. Merchant may be eligible for Data Breach Coverage following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview for coverage details and conditions. Unless stated otherwise in the Agreement, these rates are subject to change with a thirty (30) day notification.

Merchant Acknowledgement

Signature:

Printed Name:

Title:

Date:

SCHEDULE B - COMPANY APPLICATION (LARGE RELATIONSHIP)

COMPANY INFORMATION			
CORPORATE NAME (AS DESCRIBED IN THE AGREEMENT-INDIVIDUAL DBA'S WILL BE OBTAINED DURING IMPLEMENTATION): City of Spokane			
CONTACT NAME: Kim Bustos		PHONE #: 509.625.6034	
ADDRESS (no PO Box): 808 W. Spokane Falls Blvd		DBA FAX #:	
ADDRESS 2:		FED TAX ID: 91-6001280	
◆ CITY: Spokane	◆ STATE/PROVINCE: WA	◆ ZIP/POSTAL CODE: 99201	◆ INCORPORATION DATA: STATE/PROVINCE WA YEAR
◆ BUSINESS COUNTRY OF ORIGIN (HEADQUARTERED): US			
◆ GEOGRAPHY FOOTPRINT (ALL COUNTRIES LICENSED TO DO BUSINESS): USA,			
◆ BUSINESS SCOPE OF OPERATIONS (TOTAL NUMBER OF LOCATIONS IN ALL COUNTRIES INCLUDING USA): 31			
PRIMARY WEBSITE: https://my.spokanecity.org/			
PRINCIPAL 1 INFORMATION			
◆ <input type="checkbox"/> BENEFICIAL OWNER: PERCENTAGE OF OWNERSHIP _____ %		◆ <input checked="" type="checkbox"/> AUTHORIZED SIGNER	
		◆ <input type="checkbox"/> RESPONSIBLE PARTY	
◆ FIRST NAME: Kim	◆ MIDDLE NAME:	◆ LAST NAME: Bustos	◆ SSN#:
◆ HOME ADDRESS: 808 W. Spokane Falls Blvd			◆ DOB:
◆ CITY: Spokane	◆ STATE/PROVINCE: WA	◆ ZIP/POSTAL CODE: 99201	◆ HOME PHONE #: 509.625.6034
◆ PRIMARY IDENTIFICATION DOCUMENT:		◆ DOCUMENT ISSUING AGENCY:	
◆ DOCUMENT #	◆ ISSUE DATE:	◆ EXPIRY DATE	
PRINCIPAL ADDRESS MATCHES THE ADDRESS ON THE PRIMARY IDENTIFICATION DOCUMENT ABOVE UNLESS OTHERWISE NOTED.			◆ <input type="checkbox"/> ALTERNATE DOCUMENT INCLUDED IF NO ADDRESS MATCH
INDIVIDUAL ID EXEMPTION CLASS: Dept or Agency of the US Government			
SOLE PROPRIETORS ONLY:			
◆ OCCUPATION:		◆ EMPLOYER (OR DBA):	
◆ COUNTRY OF PERMANENT RESIDENCE:		◆ COUNTRY(S) OF CITIZENSHIP:	
PRINCIPAL 2 INFORMATION			
◆ <input type="checkbox"/> BENEFICIAL OWNER: PERCENTAGE OF OWNERSHIP _____ %		◆ <input type="checkbox"/> AUTHORIZED SIGNER	
		◆ <input type="checkbox"/> RESPONSIBLE PARTY	
◆ FIRST NAME:	◆ MIDDLE NAME:	◆ LAST NAME:	◆ SSN#:
◆ HOME ADDRESS:			◆ DOB:
◆ CITY:	◆ STATE/PROVINCE:	◆ ZIP/POSTAL CODE:	◆ HOME PHONE #:
◆ PRIMARY IDENTIFICATION DOCUMENT:		◆ DOCUMENT ISSUING AGENCY:	
◆ DOCUMENT #	◆ ISSUE DATE:	◆ EXPIRY DATE	
PRINCIPAL ADDRESS MATCHES THE ADDRESS ON THE PRIMARY IDENTIFICATION DOCUMENT ABOVE UNLESS OTHERWISE NOTED.			◆ <input type="checkbox"/> ALTERNATE DOCUMENT INCLUDED IF NO ADDRESS MATCH
INDIVIDUAL ID EXEMPTION CLASS:			
PRINCIPAL 3 INFORMATION			
◆ <input type="checkbox"/> BENEFICIAL OWNER: PERCENTAGE OF OWNERSHIP _____ %		◆ <input type="checkbox"/> AUTHORIZED SIGNER	
		◆ <input type="checkbox"/> RESPONSIBLE PARTY	
◆ FIRST NAME:	◆ MIDDLE NAME:	◆ LAST NAME:	◆ SSN#:
◆ HOME ADDRESS:			◆ DOB:
◆ CITY:	◆ STATE/PROVINCE:	◆ ZIP/POSTAL CODE:	◆ HOME PHONE #:
◆ PRIMARY IDENTIFICATION DOCUMENT:		◆ DOCUMENT ISSUING AGENCY:	
◆ DOCUMENT #	◆ ISSUE DATE:	◆ EXPIRY DATE	
PRINCIPAL ADDRESS MATCHES THE ADDRESS ON THE PRIMARY IDENTIFICATION DOCUMENT ABOVE UNLESS OTHERWISE NOTED.			◆ <input type="checkbox"/> ALTERNATE DOCUMENT INCLUDED IF NO ADDRESS MATCH
INDIVIDUAL ID EXEMPTION CLASS:			
PRINCIPAL 4 INFORMATION			
◆ <input type="checkbox"/> BENEFICIAL OWNER: PERCENTAGE OF OWNERSHIP _____ %		◆ <input type="checkbox"/> AUTHORIZED SIGNER	
		◆ <input type="checkbox"/> RESPONSIBLE PARTY	
◆ FIRST NAME:	◆ MIDDLE NAME:	◆ LAST NAME:	◆ SSN#:
◆ HOME ADDRESS:			◆ DOB:
◆ CITY:	◆ STATE/PROVINCE:	◆ ZIP/POSTAL CODE:	◆ HOME PHONE #:
◆ PRIMARY IDENTIFICATION DOCUMENT:		◆ DOCUMENT ISSUING AGENCY:	
◆ DOCUMENT #	◆ ISSUE DATE:	◆ EXPIRY DATE	
PRINCIPAL ADDRESS MATCHES THE ADDRESS ON THE PRIMARY IDENTIFICATION DOCUMENT ABOVE UNLESS OTHERWISE NOTED.			◆ <input type="checkbox"/> ALTERNATE DOCUMENT INCLUDED IF NO ADDRESS MATCH
INDIVIDUAL ID EXEMPTION CLASS:			

RELATIONSHIP PARAMETERS			
WHEN ANY AFFILIATED ENTITIES WILL BE COVERED BY THE AGREEMENT, ENTER THE ENTITY NAME(S) AND FEDERAL TAX ID(S) ON SCHEDULE C			
MEMBER: <input type="checkbox"/> ELAVON, INC. <input checked="" type="checkbox"/> U.S. BANK NATIONAL ASSOCIATION <input type="checkbox"/> KEY BANK, NATIONAL ASSOCIATION (IF SELECTED, THEN ALL REFERENCES TO ELAVON IN THE AGREEMENT SHALL MEAN KEY MERCHANT SERVICES, LLC, A JOINT VENTURE BETWEEN KEY BANK, NATIONAL ASSOCIATION AND ELAVON, INC.)			
BUSINESS/ ORGANIZATION TYPE: <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"><input type="checkbox"/> PUBLIC CORPORATION</div> <div style="width: 50%;"><input type="checkbox"/> CLOSELY HELD CORP</div> <div style="width: 50%;"><input type="checkbox"/> SUB S CORP</div> <div style="width: 50%;"><input type="checkbox"/> SOLE PROPRIETOR</div> <div style="width: 50%;"><input type="checkbox"/> GENERAL PARTNERSHIP</div> <div style="width: 50%;"><input type="checkbox"/> LIMITED PARTNERSHIP</div> <div style="width: 50%;"><input type="checkbox"/> LIMITED LIABILITY COMPANY</div> <div style="width: 50%;"><input type="checkbox"/> OTHER (ASSN/ESTATE/TRUST)</div> <div style="width: 50%;"><input checked="" type="checkbox"/> GOVERNMENT</div> <div style="width: 50%;"><input type="checkbox"/> TRANSIT AUTHORITY</div> <div style="width: 50%;"><input type="checkbox"/> UTILITY</div> <div style="width: 50%;"><input type="checkbox"/> PUBLIC/PRIVATE CONSORTIUM</div> <div style="width: 50%;"><input type="checkbox"/> COLLEGE/UNIVERSITY</div> <div style="width: 50%;"><input type="checkbox"/> HEALTH CARE</div> <div style="width: 50%;"><input type="checkbox"/> RELIGIOUS</div> <div style="width: 50%;"><input type="checkbox"/> NON-PROFIT CHARITABLE OR SOCIAL</div> </div>			
FINANCIALS (NOTATION REQUIRED) THE FINANCIAL STATEMENTS PROVIDED BY COMPANY MUST BE IN THE NAME OF THE ENTITY IDENTIFIED ABOVE. IF THE FINANCIAL STATEMENTS ARE IN THE NAME OF ANOTHER ENTITY, THEN ADDITIONAL UNDERWRITING REQUIREMENTS WILL APPLY <input type="checkbox"/> PUBLICLY TRADED (SYMBOL _____) <input checked="" type="checkbox"/> GOVERNMENT/INSTITUTIONAL ORGANIZATION (IF ONLINE, PROVIDE WEBSITE _____) <input type="checkbox"/> PRIVATE (3 RD PARTY AUDITED REQUIRED) <input type="checkbox"/> BANK PROVIDED			
IRS FORMS: <input checked="" type="checkbox"/> SUBSTITUTE W-9 (REQUIRED FOR U.S. ENTITIES) <input type="checkbox"/> SUBSTITUTE W-8BEN (REQUIRED FOR NON-U.S. ENTITIES)			
DESCRIPTION OF PRODUCT/SERVICES – PLEASE BE SPECIFIC: Government Services			
PROCESSING ENVIRONMENT(S): RETAIL 50 % RESTAURANT 0 % LODGING 0 % PAY AT PUMP 0 % MAIL ORDER 0 % TELEPHONE ORDER 0 % SUPERMARKET 0 % TOTAL MUST EQUAL 100% INTERNET 50 % TRANSACTIONS ACCEPTED THROUGH A WEBSITE REQUIRES THAT SPECIFIC SECURITY/POLICY REQUIREMENTS BE MET IN ORDER TO PROCESS			
CARD TYPES: COMPANY MUST DETERMINE IN ACCORDANCE WITH THE PAYMENT NETWORK REGULATIONS WHICH TYPE(S) OF CREDIT CARDS AND DEBIT CARDS IT WILL AGREE TO ACCEPT AS A FORM OF PAYMENT FROM ITS CUSTOMERS. THE CARD TYPES INCLUDE VISA CREDIT, VISA DEBIT, MASTERCARD CREDIT, MASTERCARD DEBIT, AND DISCOVER (JCB, DI, UP)			
NETWORK: <input checked="" type="checkbox"/> ELAVON <input type="checkbox"/> OTHER: _____		POINT OF SALE SOLUTION(S): (MARK ALL THAT APPLY) <input checked="" type="checkbox"/> TERMINALS: _____ <input checked="" type="checkbox"/> ELAVON SOFTWARE: _____ <input checked="" type="checkbox"/> VAR: ELAVON CERTIFIED <input checked="" type="checkbox"/> CERT PENDING <input type="checkbox"/>	
ADVANCED DEPOSIT PROGRAM ELECTION THIS IS LIMITED TO HOSPITALITY MCC'S)		<input type="checkbox"/> DO <input checked="" type="checkbox"/> DO NOT ELECT TO PARTICIPATE IN THE ADVANCE DEPOSIT SERVICE PROGRAM	
BANK ACCOUNT (CHECKING ACCOUNTS ONLY)- SUBMISSION OF BANK DOCUMENTATION IS REQUIRED FOR ALL DDAs SUBMITTED, AND WE MAY CONFIRM ANY DATA DIRECTLY WITH THE BANK			
PRIMARY BANK: (LOCATIONS MAY BE DIFFERENT AND WILL BE CAPTURED AT THE MID LEVEL)		PRIMARY BANK CONTACT NAME: _____	
PRIMARY BANK ABA/ROUTING #: 125000105		PRIMARY BANK DDA ACCOUNT #: _____	
DDA DOCUMENTATION (ONE REQUIRED): <input type="checkbox"/> BANK LETTER / <input checked="" type="checkbox"/> VOIDED CHECK		<input type="checkbox"/> ACH DEBIT BLOCKING	
PROCESSING SERVICES AVAILABLE TO COMPANIES GENERALLY (CHECK DESIRED PROCESSING SERVICES)			
<input checked="" type="checkbox"/> CREDIT CARD SERVICES <input checked="" type="checkbox"/> DEBIT CARD (SIGNATURE-BASED) SERVICES <input checked="" type="checkbox"/> DEBIT CARD (PIN-BASED) SERVICES <input checked="" type="checkbox"/> BILL PAYMENT (PINLESS DEBIT) SERVICES <input type="checkbox"/> DYNAMIC CURRENCY CONVERSION (DCC) SERVICES <input type="checkbox"/> MULTI-CURRENCY PRICING (MCP) SERVICES <input checked="" type="checkbox"/> WIRELESS SERVICES <input checked="" type="checkbox"/> CONTACTLESS SERVICES <input type="checkbox"/> ELECTRONIC GIFT CARD SERVICES <input type="checkbox"/> WEBSUITE SERVICES <input type="checkbox"/> BILLER DIRECT SERVICES (SELECT ONE) <input type="checkbox"/> BILL PAYMENT PORTAL (BPP) <input type="checkbox"/> ENTERPRISE BILLING SOLUTIONS (EBS) <i>COMPANY MUST COMPLETE THE APPLICABLE BILLER DIRECT SERVICES ENROLLMENT FORM BASED ON ABOVE SELECTION</i> <input type="checkbox"/> INTERNET PIN-BASED DEBIT CARD SERVICES <u>SERVICES THAT ALLOWS COMPANY TO PROCESS :</u> <input type="checkbox"/> DOMESTIC INTERNET PIN-BASED CARD TRANSACTIONS <input type="checkbox"/> INTERNATIONAL INTERNET PIN-BASED CARD TRANSACTIONS <input type="checkbox"/> CHINA UNION PAY <i>(IF CHECKED, COMPANY MAY SUBMIT INTERNATIONAL PIN-BASED CREDIT CARD TRANSACTIONS AND INTERNATIONAL DEBIT CARD TRANSACTIONS FOR PROCESSING OVER THE CHINA UNIONPAY Co., LTD NETWORK)</i> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> <input type="checkbox"/> </div> IF ADDITIONAL INTERNATIONAL NETWORKS ARE ELECTED, ATTACH SUPPLEMENTAL INTERNATIONAL NETWORKS ELECTION PAGE		<input type="checkbox"/> PAYMENT NAVIGATOR SERVICES <input type="checkbox"/> HEALTHCARE ADMINISTRATION SERVICES <input type="checkbox"/> ELIGIBILITY <input type="checkbox"/> PATIENT PAYMENT ESTIMATES <input type="checkbox"/> PATIENT STATEMENT <input type="checkbox"/> ELECTRONIC BILL PRESENTMENT <input checked="" type="checkbox"/> CONVERGE SERVICES <input type="checkbox"/> CONVERGE TOKENIZATION SERVICES <input type="checkbox"/> PETROLEUM SERVICES <u>PETROLEUM SERVICES AVAILABLE TO QUALIFIED COMPANIES (CHECK DESIRED PETROLEUM SERVICES):</u> <input type="checkbox"/> SATELLITE SERVICES <input type="checkbox"/> VOYAGER CARD ACCEPTANCE <input type="checkbox"/> SMARTLINK SERVICES <input type="checkbox"/> WRIGHT EXPRESS CARD ACCEPTANCE (SEPARATE WRIGHT EXPRESS CHARGE CARD ACCEPTANCE AGREEMENT REQUIRED) <input type="checkbox"/> ELECTRONIC CHECK SERVICES	

SERVICES AVAILABLE TO COMPANIES OPERATING IN CERTAIN JURISDICTIONS (CHECK DESIRED SERVICES)	
<input type="checkbox"/> SERVICES IN CANADA	<input type="checkbox"/> SERVICES IN PUERTO RICO
PROCESSING SERVICES AVAILABLE TO COMPANIES OPERATING IN CERTAIN CATEGORIES (CHECK DESIRED SERVICES)	
<input type="checkbox"/> EBT SERVICES <input type="checkbox"/> HOSPITALITY SERVICES <input checked="" type="checkbox"/> SERVICES FOR GOVERNMENT ENTITIES AND INSTITUTIONS (ELAVON FEE COLLECTION MODEL – CHECK ONE) <div style="display: flex; justify-content: space-between;"> <input checked="" type="checkbox"/> DIRECT DEBIT <input type="checkbox"/> INVOICE (WHEN AVAILABLE) </div>	<input type="checkbox"/> NO SIGNATURE REQUIRED PROGRAM SERVICE
NON-PROCESSING SERVICES AVAILABLE TO COMPANIES GENERALLY (CHECK DESIRED SERVICES)	
<input type="checkbox"/> HOSTED GATEWAY SERVICES	<input type="checkbox"/> SAFE-T SERVICES
CONVENIENCE FEE AND GOVERNMENT/PUBLIC INSTITUTION SERVICE FEES (GPISF)	
<input type="checkbox"/> CONVENIENCE FEE AND GOVERNMENT/PUBLIC INSTITUTION SERVICE FEES <div style="margin-left: 20px;"><input type="checkbox"/> ATTACH GOVERNMENT/PUBLIC INSTITUTION SERVICE FEE ENROLLMENT FORM</div> CONVENIENCE FEE FUNDING MODEL (CHECK ONE): <div style="margin-left: 20px;"> <input type="checkbox"/> COMPANY MANAGED¹ <input type="checkbox"/> ELAVON MANAGED² </div> <u>PAYMENT TRANSACTION TYPES</u> <input type="checkbox"/> CREDIT (CHECK ALL THAT APPLY): <div style="margin-left: 20px; display: flex; justify-content: space-between;"> <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER </div> <input type="checkbox"/> SIGNATURE DEBIT (CHECK ALL THAT APPLY): <div style="margin-left: 20px; display: flex; justify-content: space-between;"> <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER </div> <input type="checkbox"/> PIN-BASED DEBIT <input type="checkbox"/> ACH (VIA ELECTRONIC CHECK SERVICES) <u>ELAVON PRODUCT SUPPORTING ELAVON-MANAGED CONVENIENCE FEE ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):</u> <input type="checkbox"/> BILLER DIRECT SERVICES (CHECK ONE OPTION BELOW, BUT ONLY IF COMPANY ELECTS BILLER DIRECT SERVICES): <div style="margin-left: 20px;"> <input type="checkbox"/> BILL PAYMENT PORTAL (BPP) <input type="checkbox"/> ENTERPRISE BILLING SOLUTIONS (EBS) <input type="checkbox"/> COMPANY PROPRIETARY SOLUTION OR VALUE-ADDED SERVICER <input type="checkbox"/> OTHER: </div>	<u>GPISF SERVICES PROGRAMS (CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENTS):</u> <input type="checkbox"/> MASTERCARD GOVERNMENT AND EDUCATION PAYMENT PROGRAM <input type="checkbox"/> VISA GOVERNMENT AND EDUCATION PAYMENT PROGRAM <u>TRANSACTION TYPES:</u> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> FEDERAL INCOME TAX <input type="checkbox"/> BUSINESS TAX </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> GOVERNMENT FEES <input type="checkbox"/> OTHER TAX </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> STATE INCOME TAX <input type="checkbox"/> TUITION </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> REAL ESTATE PROPERTY TAX <input type="checkbox"/> OTHER EDUCATION EXPENSES </div> <u>PAYMENT TYPES FOR GPISF ASSESSMENT (NOT ALL PAYMENT TYPES ARE SUPPORTED FOR ALL PROGRAMS)(CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENT):</u> <input type="checkbox"/> CREDIT – (CHECK ALL THAT APPLY): <div style="margin-left: 20px;"> <input type="checkbox"/> VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399 <input type="checkbox"/> MASTERCARD – ELIGIBLE MCCs: 8211, 8220, 8299, 9211, 9222, 9223, 9311, 9399, 9402 <input type="checkbox"/> DISCOVER (AVAILABLE IF ELAVON-ACQUIRED) </div> <input type="checkbox"/> SIGNATURE DEBIT – (CHECK ALL THAT APPLY): <div style="margin-left: 20px;"> <input type="checkbox"/> VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399 <input type="checkbox"/> MASTERCARD – ELIGIBLE MCCs: 8211, 8220, 8299, 9211, 9222, 9223, 9311, 9399, 9402 <input type="checkbox"/> DISCOVER (AVAILABLE IF ELAVON-ACQUIRED) <input type="checkbox"/> ACH (VIA ELECTRONIC CHECK SERVICES) </div> <u>ELAVON PRODUCT SUPPORTING GPISF ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):</u> <input type="checkbox"/> BILLER DIRECT SERVICES (CHECK ONE OPTION BELOW, BUT ONLY IF COMPANY ELECTS BILLER DIRECT SERVICES): <div style="margin-left: 20px;"> <input type="checkbox"/> BILL PAYMENT PORTAL (BPP) <input type="checkbox"/> ENTERPRISE BILLING SOLUTIONS (EBS) </div> <input type="checkbox"/> SERVICE FEE TERMINAL (VERIFONE VX520 OR EQUIVALENT) <input type="checkbox"/> COMPANY PROPRIETARY SOLUTION OR VALUE-ADDED SERVICER <input type="checkbox"/> OTHER:
GPISF FUNDING MODEL (CHECK ONE):	
<input type="checkbox"/> COMPANY-MANAGED ³ <input type="checkbox"/> COMPANY-MANAGED WITH ELAVON POS DEVICES/SERVICE FEE TERMINALS ⁴ <input type="checkbox"/> ELAVON-MANAGED ⁵ <u>CARD ACCEPTANCE (CHECK ALL THAT APPLY):</u> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> POINT OF SALE <input type="checkbox"/> INTERNET </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> IVR <input type="checkbox"/> OTHER: </div>	
COMPANY REPRESENTATIONS AND CERTIFICATIONS	
By signing below, the applicant company ("Company") and its authorized representative represent and warrant to Elavon, Inc. and Member that (i) all information provided in or with this company application ("Company Application") is true and complete and properly reflects the business and financial condition of Company, and (ii) the person signing this Company Application is duly authorized to bind Company to all provisions of the Agreement.	
PRINTED NAME: Theresa M. Sanders	TITLE: City Administrator
SIGNATURE: X	DATE:

¹ "Company-Managed" means that Company establishes the amount of the Convenience Fee (subject to the requirements of the Agreement and applicable Payment Network Regulations) and retains the Convenience Fee. Company pays Elavon the per transaction fees as set forth on Schedule A to the Agreement for all Convenience Fee Transactions.

² "Elavon-Managed" means that Elavon establishes the amount of the Convenience Fee and retains the Convenience Fee in lieu of Company's obligation to pay Elavon the per transaction fees as set forth on Schedule A to the Agreement for Convenience Fee Transactions. The Convenience Fee is still charge by Company and included in the overall transaction amount charged to the Cardholder.

³ "Company-Managed" means that Company establishes the amount of the GPISF, programs its POS Devices to assess the GPISF, and retains the GPISF (subject to the requirements of the Agreement and applicable Payment Network Regulations). Company pays Elavon the per transaction fees as set forth on Schedule A to the Agreement for all GPISF Transactions.

⁴ "Company-Managed with Elavon POS Devices/Service Fee Terminals" means that Elavon programs the POS Devices to assess the GPISF established by Company and Company retains the GPISF. Company pays Elavon the per transaction fees as set forth on the Schedule A to the Agreement for all GPISF Transactions.

⁵ "Elavon-Managed" means that Elavon establishes the amount of the GPISF, and Elavon charges and retains the GPISF in lieu of Company's obligation to pay Elavon the per transaction fees as set forth on the Schedule A to the Agreement for GPISF Transactions.



SCHEDULE C
AFFILIATED ENTITIES

Check one:

☒ Company named on page 1 only, and all locations will operate under Tax ID Number 91-6001280.

☐ Company named on page 1, with Tax ID Number _____ and the following Affiliates or franchisees (a separate Form W-9 or Form W-8BEN, as applicable, must be submitted for each entity identified below):

Name	Tax ID Number
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

_____,
on behalf of itself and each of the Affiliated Entities
identified above (“Company”):

By: _____

Name: Theresa M. Sanders

Title: City Administrator

ELAVON, INC.

By: _____

Name: _____

Title: _____

Date: _____

(Schedule C “Effective Date”)

SCHEDULE D

PROCESSING SERVICES TERMS

This Schedule D sets out additional terms (and modifications to terms in the General Terms and Conditions) that are applicable if Company is receiving certain Processing Services.

1. **Processing Services.** This Section 1 of Schedule D applies if Company is receiving Processing Services.

1.1. **Company Compliance.** Company will not submit Transactions for processing to Elavon for any businesses, materially different products, or methods of selling other than those stated in the Company Application without Elavon's prior written consent.

1.2. **Reserve Account.**

(a) **Establishment.** If a Reserve Event occurs, Elavon may establish a Reserve Account in the Reserve Amount to provide security and a source of funds to pay Elavon for all amounts that Company may owe under this Agreement. Elavon will have sole control of the Reserve Account, and, upon Company's delivery of funds to Elavon for creating credits in the Reserve Account (or Elavon's crediting the Reserve Account with amounts that otherwise would have been paid to Company), Company will have no further property interest in such funds (or rights to payment) other than with respect to a contingent right to payment from Elavon as described in this Agreement upon the termination of the Reserve Account.

(b) **Reserve Amount.** The "**Reserve Amount**" is equal to the aggregate dollar value of: [(average % credits to processing volume during the same period plus average % Chargebacks to processing volume during the same period) multiplied by four] multiplied by [average monthly processing volume] plus [one month's average fees] plus [number of days delayed delivery multiplied by the average day's processing volume]. For purposes of this calculation, the number of days delayed delivery means the number of days between the date on which the Cardholder's Payment Device is charged and the date the product is shipped to the Cardholder (if the goods are being shipped) or the date the Cardholder receives the product or service. Further, for purposes of this calculation, Elavon will determine the applicable period considering factors such as Company's Transaction volume and seasonality.

(c) **Reserve Event.** The following will constitute "**Reserve Events**":

- (i) Fraudulent activity in any monthly period that equals or exceeds 1% of Company's average monthly volume over the preceding 12-month period;
- (ii) Chargebacks in any monthly period that equal or exceed 1% of the total dollar value of incoming items to Elavon;
- (iii) Elavon's reasonable belief that Company, if not approved by Elavon to engage in delayed delivery transactions, has accepted deposits but has not delivered the goods or services;
- (iv) The commencement of a Bankruptcy Proceeding by or against Company;
- (v) Termination of the Agreement for any reason or the occurrence of an event listed in Section 4.2 of the Agreement giving Elavon the right to terminate the Agreement;
- (vi) Nonpayment of amounts owed by Company to Elavon;
- (vii) Fines, assessments, or charges imposed or reasonably expected to be imposed by the Payment Networks;
- (viii) The occurrence of a material adverse change in Company's financial condition;
- (ix) Assignment of the Agreement by Company in violation of Section 18.5 of the Agreement; and

- (x) Revocation, termination, expiration or non-renewal of any guaranty, indemnity agreement, letter of credit or any other Alternate Security provided in connection with the Agreement, if applicable.
- (d) **Funding.** Elavon may fund the Reserve Account up to the Reserve Amount by any of the following means:
 - (i) Elavon may require Company to transfer funds to Elavon for credit to the Reserve Account;
 - (ii) Elavon may debit the DDA and provide a corresponding credit to the Reserve Account; or
 - (iii) Elavon may credit to the Reserve Account amounts it would otherwise be obligated to credit to Company.
- (e) **Use of Funds in Reserve Account.** Elavon may, without notice to Company, apply credits in the Reserve Account against any outstanding amounts Company owes under the Agreement. Additionally, Elavon may debit the Reserve Account to exercise its rights under the Agreement, including its rights of set-off and recoupment to collect any amounts due to Elavon.
- (f) **Termination of Reserve Account.** Credits in the Reserve Account will remain in the Reserve Account, and will be used only to pay amounts due to Elavon, until Company has paid in full all amounts owing or that may be owed under the Agreement, including all Chargebacks, returns, adjustments, fees, fines, penalties, assessments and charges from the Payment Networks, and any other payments due under the Agreement. In no event will Company be entitled to a payment from Elavon in an amount equal to the credits remaining in the Reserve Account before 270 days following the effective date of termination of the Agreement. Notwithstanding the foregoing, if Elavon determines that the Reserve Event that gave rise to the establishment of the Reserve Account has been sufficiently cured, then Elavon may terminate the Reserve Account or release credits from the Reserve Account, or both, prior to the termination of the Agreement.
- (g) **Alternate Security.** In lieu of or in addition to establishing and crediting a Reserve Account, Elavon may accept an alternative form of security (“**Alternate Security**”) for the purpose of providing a source of funds to pay Elavon for all amounts owed by Company. Elavon may at any time reevaluate Alternate Security it previously accepted and require funding of a Reserve Account so that the amount of credits in a Reserve Account, taken together with amounts represented by any Alternate Security Elavon accepts, equals the Reserve Amount.

1.3. **Recoupment and Set-off.**

- (a) Elavon has the right of recoupment and set-off, and may offset any outstanding or uncollected amounts owed to it hereunder from:
 - (i) Any amounts it would otherwise be obligated to deposit into the DDA;
 - (ii) The Reserve Account by reducing the credits thereto; and
 - (iii) Any other amounts it may owe Company under the Agreement.
- (b) Company acknowledges that in the event of a Bankruptcy Proceeding, in order for Company to provide adequate protection under Bankruptcy Code Section 362 to Elavon hereunder, Elavon may require the creation of a Reserve Account and will have the right to offset against the Reserve Account for all obligations Company may owe to Elavon, without regard to whether the obligations relate to Transactions initiated or processed before or after the initiation of the Bankruptcy Proceeding.

- 1.4. **MATCHTM and Consortium Merchant Negative File.** Company acknowledges that Elavon is required to report Company’s business name and the name of Company’s principals to the MATCHTM listing maintained by MasterCard and accessed by Visa, to the Consortium Merchant Negative File maintained by Discover, if applicable, or to any other negative or terminated merchant file of any other Payment Network, if applicable, pursuant to the requirements of the Payment Network Regulations. Company specifically consents to Elavon’s fulfillment of the obligations related to the listing of Company and Company information in such databases, and Company waives all claims and liabilities Company may have as a result of such reporting.

- 1.5. **Remedies Cumulative.** The rights conferred upon Elavon in this Schedule D, Section 1 are not intended to be exclusive of each other or of any other rights and remedies of Elavon under the Agreement, at law or in equity. Rather, each and every right of Elavon under the Agreement, at law or in equity, is cumulative and concurrent and in addition to every other right.
- 1.6. **Termination.** In addition to Elavon's termination rights in Section 4 of the Agreement, Elavon may terminate the Agreement:
- (a) If, after providing 30 days' written notice, either of the following conditions remain:
 - (i) Excessive Activity; or
 - (ii) The acceptance of Card Not Present or Convenience Fee Transactions without proper disclosure to Elavon in the Agreement (including in the Company Application) or an amendment to the Agreement.
 - (b) Immediately if any of the following occur:
 - (i) The levy, garnishment or attachment of the Alternate Security, the DDA, the Reserve Account, or any of Company's property in Elavon's possession;
 - (ii) Any change, not approved by Elavon, that constitutes a material change in the types of goods or services Company sells or in the methods by which Company sells them, or any change that results in Company's violation of Elavon's underwriting policy; or
 - (iii) Revocation, termination, expiration or non-renewal of any guaranty, indemnity agreement, letter of credit or other Alternate Security executed in connection with the Agreement.
- 1.7. **Member Responsibilities.** Member will facilitate ACH Transactions and comply with all ACH Rules as applicable to Member in providing Services under this Agreement. Member will have no liability to Company under this Agreement. Member is an entity governed by the Laws of the United States of America and as such, cannot provide any products or services to Company or its Customers that contravene the Laws of the United States of America, including the Laws promulgated by OFAC or any successor thereto.
- 1.8. **Company Information.**
- (a) **Authority.** Company authorizes Elavon to make, upon receipt of the Company Application and from time to time, any business credit or other inquiries it considers reasonably necessary to review the Company Application or continue to provide Services under the Agreement. Company also authorizes any person or credit reporting agency to compile information to answer those business credit inquiries and to furnish that information to Elavon.
 - (b) **Financial Information.** At Elavon's request, Company will provide Elavon audited financial statements prepared by an independent certified public accountant selected by Company. Within 120 days after the end of each fiscal year, Company will furnish Elavon, as requested, a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year, each audited as provided above. Company also will provide Elavon such interim financial statements and other information as Elavon may request from time to time. Notwithstanding the requirements in this section, Company will not be obligated to provide financial statements or similar information required by this section other than those included in Company's filings with the Securities and Exchange Commission so long as Company remains registered and obligated to file financial statements (including annual reports on Form 10-K and quarterly reports on Form 10-Q) pursuant to the Securities Exchange Act of 1934, as amended.
- 1.9. **Company Data Incident.**
- (a) **Notice and Investigation.** Company acknowledges that Cardholder Data and bank account information it obtains in connection with any Transaction is the property of the financial institution that issued the Payment Device or holds the Customer's account. Company will notify Elavon within 24 hours (and if notice is given

orally, it must be confirmed in writing within the same 24 hour period) if Company knows or suspects that Cardholder Data, Customer information, or Transaction Information has been accessed or used without authorization from Company or systems within Company's control (a "**Data Incident**"). The notice must include:

- (i) A detailed written statement about the Data Incident including the contributing circumstances,
- (ii) The form, number and range of compromised account information,
- (iii) Specific account numbers compromised, and
- (iv) Details about the ensuing investigation and Company's security personnel who may be contacted in connection with the Data Incident.

Company will fully cooperate with the Payment Networks and Elavon in the forensic investigation of the Data Incident. Within 72 hours of becoming aware of the Data Incident, Company will engage the services of a data security firm acceptable to the Payment Networks and to Elavon to assess the vulnerability of the compromised data and related systems. Company will provide weekly written status reports to Elavon until the forensic audit is complete. Company will promptly furnish updated lists of potential or known compromised account numbers and other documentation or information that the Payment Networks or Elavon may request. In addition, Company will provide all audit reports to Elavon, and such audits must be completed to the satisfaction of the Payment Networks and of Elavon. If Company fails to supply the forensic audits or other information required by the Payment Networks or by Elavon, Company will allow Elavon to perform or have performed such audits at Company's expense.

- (b) **Preservation of Records.** If there is a Data Incident, Company will take immediate steps to preserve all business records, logs and electronic evidence relating to the Data Incident. Company will cooperate with Elavon to rectify, correct and resolve any issues that may result from the Data Incident, including providing Elavon with (and obtaining any necessary waivers for) all relevant information to verify Company's ability to prevent future data incidents in a manner consistent with the Agreement.
- (c) **Liability for Data Incident.** Without waiving any of Elavon's rights and remedies, Company is liable for all fraudulent transactions related to any Data Incident and all costs Elavon incurs as a result of such Data Incident, including all (i) fees, fines, penalties or assessments by the Payment Networks, (ii) claims from third parties, and (iii) costs related to the notification of Cardholders or Customers, cancellation of Payment Devices (including underlying accounts), re-issuance of Payment Devices (including underlying accounts), forensic investigation, and PCI-DSS review for a report of compliance.
- (d) **Data Incident and Payment Network Audit.** If there is a known or suspected Data Incident, or if required by the Payment Networks, then at Elavon's or any Payment Network's request, Company will obtain at its expense and submit to Elavon a copy of a forensic audit from a qualified incident response assessor of the information security of Company's business. Company acknowledges that the Payment Networks have the right to audit Company's operations to confirm compliance with the Payment Network Regulations.

2. **Payment Navigator Services.** This Section 2 of Schedule D applies if Company is receiving Payment Navigator Services.

2.1. **Additional provisions.**

- (a) **Section 13.2. Indemnification By Company.** In addition to Company's indemnification obligations in Section 13.2, Company will indemnify and defend Elavon, its Affiliates, and their respective employees, officers, directors, and agents against all Losses in connection with Claims arising from alleged infringement of patent, copyright or other intellectual property right, or misappropriation of trade secrets, of any third party by Payment Navigator as modified or altered by Company, its partners, employees, agents or contractors, or the use of any data submitted by Company.
- (b) **Section 18.3. Exclusivity.** This section is amended by adding to the end of Section 18.3 of the Agreement:

“Notwithstanding the foregoing, this exclusivity provision will not apply to any Company point-of-sale location that does not interface or interact with the Payment Navigator Services. The parties intend that this Section only applies to Company’s Affiliated Entities that interface with the Payment Navigator Services.”

3. Additional Definitions

“**Alternate Security**” has the meaning stated in Schedule D, Section 1.2(g).

“**Card Not Present**” means the processing environment where the Payment Device is not physically presented to Company by the Cardholder as the form of payment at the time of the Transaction.

“**Convenience Fee**” means a fee charged by Company for an added convenience to the Cardholder for the use of a Payment Device in a Transaction in accordance with the Payment Network Regulations.

“**Excessive Activity**” means the occurrence, during any monthly period, of Chargebacks or Retrieval Requests in excess of 1% of the gross dollar amount of Company’s Transactions or returns in excess of 2.5% of the gross dollar amount of Company’s Transactions.

“**Reserve Amount**” means the amount established pursuant to the calculation stated in Schedule D, 1.2(b).

“**Reserve Event**” means the events designated in Schedule D, Section 1.2(c).

“**Retrieval Request**” means a request initiated by a Cardholder or Issuer that requires Company to produce a legible copy of the Cardholder’s signed Transaction Receipt within a specified period of time.

SCHEDULE H

GOVERNMENT TERMS

The terms in this Schedule H are applicable only in the event Company (i) has selected the checkbox on the signature page of the Agreement indicating that these terms apply, and (ii) qualifies as a “government entity” or “government institution” under applicable local, state or federal law. Except as expressly modified pursuant to this schedule, all terms and conditions of the Agreement, including all other schedules and addenda to the Agreement, remain in full force and effect and will govern the relationship between Elavon and Company.

1. Services for government entities and institutions. The Agreement is modified as follows for government entities and institutions:

1.1. Section 4.2. Company will have the following termination right added to the Agreement as 4.2(f):

“(f) Company may terminate the Agreement on 60 days’ prior written notice to Elavon if sufficient legislative appropriation is not available.”

1.2. Section 4.4, Early Termination Fee, is deleted and replaced with “Intentionally Omitted.”

1.3. Section 13.1 is revised as follows:

“13.1 Elavon Responsibilities. Elavon will be responsible for and will at its own expense defend itself against any suits, claims, losses, demands or damages arising out of (a) Elavon’s breach of the Agreement; (b) Elavon’s or its third party contractors’ gross negligence or willful misconduct; (c) Elavon’s or its third party contractors’ violation of applicable Laws or Payment Network Regulations; (d) Elavon’s alleged infringement or other violation of a U.S. or Canada patent, copyright or trademark of a third party by the Services in the form delivered or Company’s use thereof; or (e) any personal injury or real or tangible personal property damage to the extent caused by Elavon or its third party contractors.”

1.4. Section 13.2 is revised as follows:

“13.2 Company Responsibilities. As between Company and Elavon, Company will be responsible for, and at its own expense, defend itself against any suits, claims, losses, demands or damages arising out of (a) any Transaction processed under the Agreement; (b) Company’s breach of the Agreement; (c) Company’s or its Service Providers’ gross negligence or willful misconduct; (d) Company’s or its Service Providers’ violation of Laws or Payment Network Regulations; (e) any action taken by Elavon with respect to the DDA (and, if Company is receiving Processing Services, the Reserve Account) in accordance with the Agreement; or (f) any personal injury or real or tangible personal property damage to the extent caused by Company or its Service Providers. Company will not make any claims against Elavon for any liabilities, claims losses, costs, expenses and demands of any kind or nature, arising out of or in connection with any of the foregoing suits, claims, losses, demands or damages.”

1.5. Sections 13.3 and 13.4 are deleted.

1.6. Section 13.5 is revised as follows:

“13.5 Infringement Claims. If any part of the Services or the use of the Services becomes, or in Elavon’s opinion is likely to become, the subject of a third-party claim of infringement, and as a result of such claim Company’s use of the Services may be enjoined or interfered with, then Elavon will, at its option and expense, either (i) obtain a license for Company to continue using the alleged infringing component(s) of the Services; (ii) modify the alleged infringing component(s) of the Services to avoid the infringement in a manner that still permits the Services to perform in all material respects in accordance with the Agreement; or (iii) replace the alleged infringing

component(s) of the Services with compatible, functionally equivalent, and non-infringing component(s). Elavon will use commercially reasonable efforts to accomplish the remedies identified in this section in a manner that minimizes the disruption to Company's business operations. If Elavon is not able to accomplish the above remedies within a commercially reasonable time frame and on commercially reasonable terms, Elavon may terminate the Agreement upon written notice to Company. Upon such termination, Elavon will promptly refund any fees paid for Services not performed as of the date of termination."

1.7. Section 18.2, Jurisdiction and Venue; Governing Laws, is deleted and replaced with "Intentionally Omitted."

1.8. Section 18.3, Exclusivity, is deleted and replaced with "Intentionally Omitted."

1.9. Section 1.8(b) of Schedule D, Financial Information, is revised as follows:

"1.8(b) Financial Information. At Elavon's request, Company will provide Elavon audited financial statements prepared by an independent certified public accountant selected by Company, or if Company is audited by a governmental authority, then Company will provide financial statements from such governmental authority. Within 120 days after the end of each fiscal year (or in the case of a government entity, when available), Company will furnish Elavon, as requested, a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year, each audited as provided above. Company will also provide Elavon such interim financial statements and other information as Elavon may request from time to time."

2. Elavon Fee Collection Models

2.1. Direct Debit Fee Collection Model. If Company elects the Direct Debit fee collection model on Schedule B, then Section 6.1 of the Agreement will remain unchanged and in full force and effect.

2.2. Invoice Fee Collection Model. If Company elects and is approved for the invoice fee collection model on Schedule B, then the second sentence of Section 6.1 of the Agreement is deleted and replaced with the following:

"Such fees will be calculated once each month for the previous month's activity. Elavon will send Company an invoice reflecting the fees due, which Company will pay within 30 days of the invoice date. In addition to all other available remedies, Elavon may offset any outstanding or uncollected amounts that are more than 90 days past due from (i) any amounts it would otherwise be obligated to deposit into the DDA and (ii) any other amounts Elavon may owe Company under the Agreement."

**Agenda Sheet for City Council Meeting of:**

04/24/2017

<u>Date Rec'd</u>	4/12/2017
<u>Clerk's File #</u>	CPR 1982-0071
<u>Renews #</u>	

<u>Submitting Dept</u>	MAYOR	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BRANDY COTE 625-6774	<u>Project #</u>	
<u>Contact E-Mail</u>	BCOTE@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Boards and Commissions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0520 REAPPOINTMENT OF NANCY VORHEES TO THE SPOKANE AIRPORT		

Agenda Wording

Reappointment of Nancy Vorhees to a three year term on the Spokane Airport Board, from 4/27/17 - 4/27/20.

Summary (Background)

Reappointment of Nancy Vorhees to a three year term on the Spokane Airport Board, from 4/27/17 - 4/27/20.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	COTE, BRANDY	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>		bcote@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

**Agenda Sheet for City Council Meeting of:**

04/24/2017

Date Rec'd

4/11/2017

Clerk's File #

ORD C35491

Renews #Submitting Dept

BUDGET

Cross Ref #Contact Name/PhoneCYRSTAL 625-6369
MARCHANDProject #Contact E-Mail

CMARCHAND@SPOKANECITY.ORG

Bid #Agenda Item Type

Emergency Budget Ordinance

Requisition #Agenda Item Name

1360 - EBO FOR MISCELLANEOUS GRANTS

Agenda Wording

An emergency budget ordinance to add revenue and expenses in the Miscellaneous Grants fund for the following Grants: Community Court Grant - Dept of Justice, MacArthur Grant - MacArthur Foundation, and the Anti-gang Grant - Department of Justice.

Summary (Background)

The Community Court and Anti-gang grants have partially been budgeted in other funds, however they are being managed under the Miscellaneous Grants fund and this EBO establishes the necessary budget for these programs under this fund. This ordinance will also establish the budget for the MacArthur Grant which is now being processed.

Fiscal ImpactBudget Account

Revenue \$ 571,459

Various

Expense \$ 571,459

Various

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MARCHAND, CRYSTAL

Study Session

PSC 4/17/17

Division Director

MARCHAND, CRYSTAL

OtherFinance

HUGHES, MICHELLE

Distribution ListLegal

DALTON, PAT

korlob@spokanecity.org

For the Mayor

SANDERS, THERESA

sbrown@spokanecity.org

Additional Approvals

sstopher@spokanecity.org

Purchasing

lwilliams@spokanecity.org

cmarchand@spokanecity.org

ORDINANCE NO C35491

An ordinance amending Ordinance No. C-35488, passed the City Council November 28, 2016, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2017 budget Ordinance No. C-35488, as above entitled, and which passed the City Council November 28, 2016, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Miscellaneous Grants Fund, and the budget annexed thereto with reference to the Miscellaneous Grants Fund, the following changes be made:

Revenue:	1360 - Miscellaneous Grants Fund		
	91202-99999-33316		
	Community Court Grant –Dept. of Justice		<u>\$192,589</u>
	91204- 99999-36711 MacArthur Grant – Spokane County		<u>\$89,537</u>
	91741-99999-33116		
	Anti-Gang Grant –Dept. of Justice		<u>\$289,333</u>
Expense:	1360- Miscellaneous Grants Fund		
	91202 Community Court Grant		
	12500-51991 Contra Salaries		\$ 57,993
	12500-52991 Contra Benefits		\$ 27,711
	12500-53521 Computer Equipment		\$ 360
	12500-53527 Phone-IPAD		\$ 300
	12500-54101 Professional Services		\$ 27,219
	12500-54302 Cell Phone		\$ 1,518
	12500-54401 Airfare		\$4,800
	12500-54402 Local Mileage		\$ 621
	12500-54407 Lodging		\$5,766
	12500-54408 Per Diem		\$ 3,240
	12500-54409 Other Travel		\$ 1,800
	12500-54909 Printing/Repro		\$ 124
	94000-56409 Computer		\$ 303
	12500-59951 Reserve for Budget Adjustment		<u>\$ 60,834</u>
			<u>\$ 192,589</u>
	91204 MacArthur Grant – Spokane County		
	18880-51991 Contra Salaries		\$ 72,537
	23300-51991 Contra Salaries		<u>\$ 17,000</u>
			<u>\$ 89,537</u>
	91741 Anti-Gang Grant-Dept. of Justice		
	21250-51991 Contra Salaries		\$ 12,255
	21250-52991 Contra Salaries		\$ 3,316
	21250-53101 Office Supply		\$ 974
	21250-54201 Contractual Services		\$ 263,850
	21250-54401 Airfare		\$ 3,000
	21250-54407 Lodging		\$ 3,400

21250-54408	Per Diem	\$ 1,278
21250-54409	Oth Travel	\$ 1,260
		<u>\$ 289,333</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget for various Grants in the Miscellaneous Grants Fund, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council Meeting of:**

04/24/2017

<u>Date Rec'd</u>	4/12/2017
<u>Clerk's File #</u>	ORD C35492
<u>Renews #</u>	

<u>Submitting Dept</u>	PARKS - FINANCE/BUDGET	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MARK BUENING 625-6544	<u>Project #</u>	
<u>Contact E-Mail</u>	MBUENING@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Emergency Budget Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	1400 - SBO - PARKS PLANNING AND DEVELOPMENT MANAGER POSITION		

Agenda Wording

Approve the Ordinance No. 35457 amendment as presented.

Summary (Background)

The purpose of this SBO is to transfer funds from a contingency account established for this purpose to fund and establish an FTE for a new Park Planning and Development Manager. Funding for this position was adopted by the Park Board and City Council in the 2017 budget. Because this is a new classification which needed to be reviewed by Civil Service, the funding was placed in a contingency account. Civil Service has reviewed and established the appropriate classification for this position.

<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense	\$ 92,807	# 1400-30210-76150-59954
Revenue	\$ 92,807	# 1400-30210-76150-00770
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	CHILDS, BRANDON	<u>Study Session</u>
<u>Division Director</u>	CONLEY, JASON K.	<u>Other</u>
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	pclarke@spokanecity.org
<u>For the Mayor</u>	SANDERS, THERESA	mbuening@spokanecity.org
<u>Additional Approvals</u>		
<u>Purchasing</u>		

ORDINANCE NO C35492

An ordinance amending Ordinance No. C-35457, passed the City Council November 28, 2016, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2017 budget Ordinance No. C-35457, as above entitled, and which passed the City Council November 28, 2016, it is necessary to make changes in the appropriations of the Park and Recreation Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Park and Recreation Fund, and the budget annexed thereto with reference to the Park and Recreation fund, the following changes be made:

FROM:	1400-30210	Park & Recreation Fund	
	76150-59954	Administration	
		Parks Planning-Reserve	
		for Total Cost Compensation	<u>\$92,807</u>
TO:	1400-30210	Park & Recreation Fund	
	76150-00770	Administration	
		Parks Planning	
		Park Planning & Development	
		Manager	<u>\$66,427</u>
		(From 0 to 1 Position)	
	1400-30210-76150-52110	FICA	<u>\$5,082</u>
	1400-30210-76150-52210	Retirement	<u>\$5,148</u>
	1400-30210-76150-52310	Medical	<u>\$13,500</u>
	1400-30210-76150-52320	Dental	<u>\$900</u>
	1400-30210-76150-52330	Life Insurance	<u>\$395</u>
	1400-30210-76150-52340	Disability	<u>\$206</u>
	1400-30210-76150-52400	Industrial Insurance	<u>\$51</u>
	1400-30210-76150-51640	Deferred Compensation	<u>\$1,080</u>
	1400-30210-76150-54602	Retiree's Insurance	<u>\$18</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need create an additional Park Planning and Development Manager, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



CIVIL SERVICE COMMISSION
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3315
(509) 625-6160

April 6, 2017

Jason Conley
Parks Executive Officer

Dear Mr. Conley,

This is a correction to the reclassification letter sent out on March 31, 2017. We have completed our review of your request to classify a vacancy in your department.

We have carefully considered your request to reclassify a new vacancy in your department in 2017 to a Park Planning and Development Manager. Based on the information you have provided, the preponderance of the work to be performed in the position would be contained within the classification of Park Planning and Development Manager – SPN 077. Accordingly, it is my determination that this vacancy would most properly be classified as Park Planning and Development Manager.

This letter also clarifies that your existing vacancy for Assistant Parks and Recreation Department Manager (#066005) is not being reclassified.

Once you have obtained the necessary budget approval and made the required budgetary changes, you may submit a requisition to fill the vacancy for Park Planning and Development Manager.

Should you have any questions regarding this matter, please feel free to call me or stop by.

Sincerely,


CIVIL SERVICE COMMISSION
Gita S. George-Hatcher
Chief Examiner

Cc: Gavin Cooley, Finance
Tim Dunivant, Budget
Christine Cavanaugh, HR
Crystal Marchand, Finance
Dave Kokot, M&P
Joe Cavanaugh, L 270
Crystal Rodgers, Civil Service
Examination and Classification Analysts
Laura Williams, Budget

**Agenda Sheet for City Council Meeting of:**

04/24/2017

<u>Date Rec'd</u>	4/5/2017
<u>Clerk's File #</u>	RES 2017-0028
<u>Renews #</u>	

Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	ELDON BROWN 625-6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	4700 - STREET VACATION RESOLUTION - ALTAMONT AND MAIN		

Agenda Wording

Resolution setting a hearing before the City Council for the vacation of 895 square feet of the right-of-way near the northwest corner of the intersection of North Altamont Street and East Main Avenue. Requested by Playfair Commerce Park. (East

Summary (Background)

A petition was submitted representing two-thirds of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session</u>	
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	PW 3/27/17
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	Engineering Admin	
<u>For the Mayor</u>	SANDERS, THERESA	kschmitt@spokanecity.org	
<u>Additional Approvals</u>		Korlob@spokanecity.org	
<u>Purchasing</u>		jlargent@spokanecity.org	
		cbrazington@spokanecity.org	
		jeliason@spokanecity.org	
		ebrown@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Central Neighborhood Council)

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

sbishop@spokanecity.org

htrautman@spokanecity.org

RESOLUTION 2017-0028

WHEREAS, on February 1, 2017, the Spokane City Council received a petition for the vacation of 895 square feet of right-of-way near the northwest corner of the intersection of North Altamont Street and East Main Avenue, in the City of Spokane from Playfair Commerce Park; and

WHEREAS, it was determined that the petition was signed by the owners of two-thirds of the property abutting said 895 square feet of the right of way near the northwest corner of the intersection of North Altamont Street and East Main Avenue, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate said 895 square feet of right of way, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on May 15, 2017, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this _____ day of _____, 2017.

City Clerk

Approved as to form:

Assistant City Attorney

ALTAMONT WESTERLY DESCRIPTION

A parcel of land located in the Southeast Quarter of Section 16, T25N-R43EWM more particularly described as follows;

Commencing at the Southeast corner of Lot 6, Block 122 of Amended Map of School Section 16 T. 25 N. R. 43 E. W. M. as per plat recorded in plat Book "D", page 100; thence N0°09'14"E along the East line of said Lot a distance of 2.00 feet to the Point of Beginning; thence continuing N0°09'14"E along said East line a distance of 36.31 feet to the Southerly right of way line of the Union Pacific Railway Company (O.W.R. and N. Co.); thence S62°37'03"E, along said Southerly right of way line, a distance of 44.61 feet; thence S47°47'13"W a distance of 23.42 feet; thence S89°51'51"W a distance of 22.36 feet, closing on the Point of Beginning on the East line of said Lot 6.

Contains 895 square feet.

Situated in the City of Spokane, County of Spokane, State of Washington.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF



Founded 1946
Simpson Engineers, Inc.

CIVIL ENGINEERS & LAND SURVEYORS
N. 909 ARGONNE ROAD, SPOKANE VALLEY WA., 99212-2789
PHONE (509) 926-1322 FAX (509) 926-1323

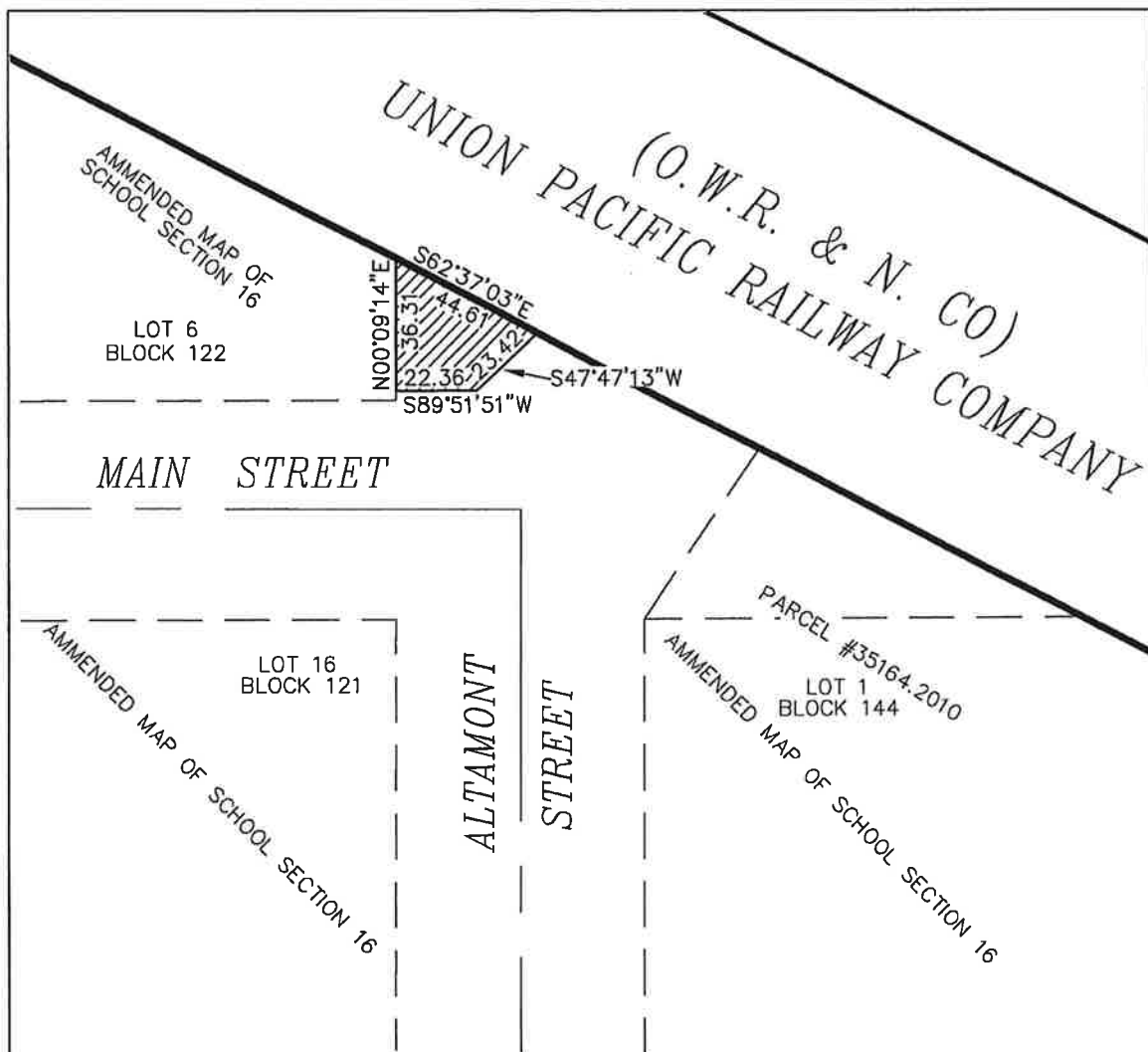
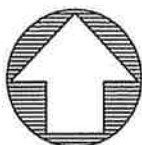
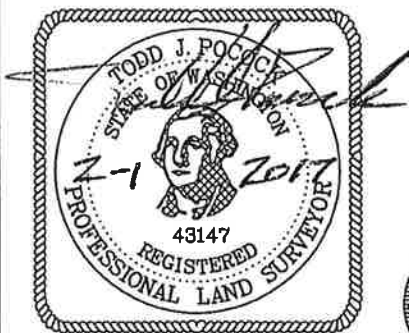


EXHIBIT "A"



Simpson Engineers, Inc.

Founded 1946

CIVIL ENGINEERS & LAND SURVEYORS
 N. 909 ARGONNE ROAD, SPOKANE VALLEY WA., 99212-2789
 PHONE (509) 926-1322 FAX (509) 926-1323

P1700300VACA - SITE MAP



Vacation Description:

895 square feet, as shown, near the northwest corner of the intersection of
N Altamont Street and E Main Avenue

Disclaimer: This is not a legal document. The information shown on this map is compiled from various sources and is subject to revision. This map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc. Not suitable for design purposes.




Vacation Area

C:\Users\mady\Documents\Temp\map\2025-09-09\North Arrow.jpg

DISTRIBUTION LIST
VACATION OF NORTH ALTAMONT STREET AND EAST MAIN AVENUE

POLICE DEPARTMENT

ATTN: SGT JOHN GATELY

FIRE DEPARTMENT

ATTN: LISA JONES
MIKE MILLER

CURRENT PLANNING

ATTN: TAMI PALMQUIST
DAVE COMPTON

WATER DEPARTMENT

ATTN: DAN KEGLEY
JAMES SAKAMOTO
ROGER BURCHELL
CHRIS PETERSCHMIDT
HARRY MCLEAN

STREETS

ATTN: MARK SERBOUSEK
DAUN DOUGLASS

TRANSPORTATION OPERATIONS

ATTN: BOB TURNER

PLANNING & DEVELOPMENT

ATTN: ELDON BROWN
JOELIE ELIASON

CONSTRUCTION MANAGEMENT

ATTN: KEN BROWN

INTEGRATED CAPITAL MANAGEMENT

ATTN: KATHERINE MILLER

WASTEWATER MANAGEMENT

ATTN: BILL PEACOCK

PARKS & RECREATION DEPARTMENT

ATTN: LEROY EADIE

NEIGHBORHOOD SERVICES

ATTN: JACKIE CARO
JONATHAN MALLAHAN
ROD MINARIK
HEATHER TRAUTMAN

BICYCLE ADVISORY BOARD

ATTN: LOUIS MEULER

SOLID WASTE MANAGEMENT

ATTN: Scott Windsor

CITY CLERK'S OFFICE

ATTN: JACQUELINE FAUGHT

PUBLIC WORKS

ATTN: RICK ROMERO
MARCIA DAVIS

AVISTA UTILITIES

ATTN: DAVE CHAMBERS
RANDY MYHRE

COMCAST DESIGN & CONSTRUCTION

ATTN: BRYAN RICHARDSON

CENTURY LINK

ATTN: KAREN STODDARD

131 N ALTAMONT, LLC
12705 E KIKO LN
SPOKANE WA 99206

202 LEE, LLC
108 N WASHINGTON ST STE 500
SPOKANE WA 99201

RICHARD ADU-ACHEAMPONG &
RACHEL ROGERS
123 N COOK ST
SPOKANE WA 99202

DISTRIBUTION LIST

VACATION OF NORTH ALTAMONT STREET AND EAST MAIN AVENUE

WADE H & KAREN B ALTMAYER
115 N STONE ST
SPOKANE WA 99202

LS FAMILY HOLDINGS, LLC
15501 N LANTERN LN
SPOKANE WA 99208

WADE H & KAREN B ALTMAYER
8701 E GREENBLUFF RD
COLBERT WA 99005-9562

JOSEPH P MAZZIE
10815 E 35TH AVE
SPOKANE VALLEY WA 99206-5889

SANDRA K ANDERSON TRUSTEE
1801 E UPRIVER DR APT 140
SPOKANE WA 99207-5157

MIKE & RENEE MCCUNE
108 N LEE ST
SPOKANE WA 99202-3013

LARRY E BRUNETTE
130 N LEE ST
SPOKANE WA 99202

JAMES MORIN
118 N STONE ST
SPOKANE WA 99203

JOHN BURYA
1504 W 10TH AVE
SPOKANE WA 99204-4102

MOSBY PROPERTIES LLC
218 N LEE ST
SPOKANE WA 99202

CASTA-A, LLC
111 W ELCLIFF AVE
SPOKANE WA 99218

LARRY ALLEN OAKLEY
2328 E RIVERSIDE AVE
SPOKANE WA 99202

GREGG L DEVRIES
PO BOX 3865
SPOKANE WA 99220

ONE SWEET WORLD LLC
2824 N NEVADA ST
SPOKANE WA 99207

JOSEPH L DOHERTY
PO BOX 13084
SPOKANE VALLEY WA 99213-3084

ROBERT E & JILL M PEELER
132 N ALTAMONT ST
SPOKANE WA 99202

E J M HOLDINGS LLC
PO BOX 187
SPOKANE WA 99210-0187

PLAYFAIR COMMERCE PARK 1 LLC
PO BOX 3949
SPOKANE WA 99220

DAVID T HARGREAVES
2617 E NORTH ALTAMONT BLVD
SPOKANE WA 99202-4249

J TRAVIS PREWITT
PO BOX 459
LIBERTY LAKE WA 99019-0459

GARY & BRIAN C LEAVER II
2524 E 5TH AVE
SPOKANE WA 99202-4174

RIVERSIDE PARTNERS GROUP LLC
PO BOX 3612
SEATTLE WA 98124

CHRISTOPHER M & KELLY COLLINS
1841 1ST ST
CHENEY WA 99004-1966

RLC GROUP LLC
618 E 20TH AVE
SPOKANE WA 99203

DISTRIBUTION LIST
VACATION OF NORTH ALTAMONT STREET AND EAST MAIN AVENUE

RMG WASHINGTON LLC
2750 N HAYDEN ISLAND DR
PORTLAND OR 97217

JOSHUA ZARETSKY
213 N STONE ST
SPOKANE WA 99202-3864

ROBERT & GEORGIA I TOMBARI LLC
2215 E ILLINOIS AVE
SPOKANE WA 99207

FERNANDO D SANCHEZ
120 N LEE ST
SPOKANE WA 99202-3013

SANDY S TARBOX
203 N STONE ST
SPOKANE WA 99202

PATRICIA A THAYER
385 KLUTH ST
PRIEST LAKE ID 83856

TOMBARI FAMILY LLC
16 PARKWOOD CIR
WALLA WALLA WA 99362

UNIVERSAL HEART CENTER INC
918 S CEDAR ST
SPOKANE WA 99204

DONALD J & JOYCE B VANNOY
130 N STONE ST
SPOKANE WA 99202

WANG LIVING TRUST
4909 E 17TH CT
SPOKANE WA 99223

MARILYN & MICHAEL WHITE
2324 E RIVERSIDE AVE
SPOKANE WA 99202-3836

JEFFREY V WOOD
126 N STONE RD
SPOKANE WA 99205

STRATEGY WORKS LLC
909 3RD ST S
NAMPA ID 83651

**Agenda Sheet for City Council Meeting of:**

04/24/2017

Date Rec'd

4/12/2017

Clerk's File #

RES 2017-0029

Renews #Submitting DeptPARKS -
RIVERFRONT/ENTERTAINMENTCross Ref #Contact Name/Phone

FIANNA DICKSON 625-6297

Project #Contact E-Mail

FDICKSON@SPOKANECITY.ORG

Bid #Agenda Item Type

Resolutions

Requisition #Agenda Item Name

1400 - RIVERFRONT PARK DRONE RESOLUTION

Agenda Wording

Approve Riverfront Park Drone Resolution as presented.

Summary (Background)

Riverfront Park is undergoing a voter-approved redevelopment project. The use of aerial photography will allow the city of Spokane to memorialize this historic project, and aid in education and outreach efforts. The city desires the ability to contract directly with and/or allow construction and design teams, specifically involved in the redevelopment project, to contract with licensed drone operators for aerial photography.

Fiscal ImpactBudget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

CONLEY, JASON K.

Study SessionDivision Director

CONLEY, JASON K.

OtherFinance

DOVAL, MATTHEW

Distribution ListLegal

DALTON, PAT

fdickson@spokanecity.org

For the Mayor

SANDERS, THERESA

pclarke@spokanecity.org

Additional Approvals

jmorrisey@spokanecity.org

Purchasing

RESOLUTION

WHEREAS, thanks to a voter-approved bond sale, Riverfront Park is undergoing an historic redevelopment of massive scope and complexity, and

WHEREAS, aerial photographs of the redevelopment project will aid in education and outreach, and will memorialize the project, and

WHEREAS, the Parks & Recreation Division desires to acquire aerial photographs of Riverfront Park during the Redevelopment Project, and

WHEREAS, there are private companies in the Spokane area who are licensed to use drones to take pictures from different elevations, and

WHEREAS, the City desires to contract with such a company to purchase photographs taken from a drone, and

WHEREAS, the City desires to allow hired construction and design teams specifically involved in the Riverfront Park Redevelopment project to contract with licensed drone operators, and

WHEREAS, SMC 1.08.080 requires approval by the City Council of any use of a drone by any contractor of the City, and

WHEREAS, it is in the best interests of the City to allow the Parks & Recreation Division to purchase pictures from a private corporation taken from a drone flying over the City site, and

WHEREAS, it is in the best interest of the City to allow hired construction and design teams specifically involved in the Riverfront Park Redevelopment project to purchase pictures from a private licensed corporation taken from a drone flying over the City site –

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY RESOLVE

The City Parks & Recreation Division as well as hired construction and design teams specifically involved in the Riverfront Park Redevelopment project are hereby authorized to contract with a private licensed organization to purchase pictures or take pictures of City-owned real estate in Riverfront Park by use of a drone to be used for community education and outreach, documentation, and planning purposes.

APPROVED BY THE CITY COUNCIL this _____ day of _____, 20____.

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

**Agenda Sheet for City Council Meeting of:**

04/24/2017

Date Rec'd

4/13/2017

Clerk's File #

RES 2017-0030

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

AMBER WALDREF 625-6275

Project #Contact E-Mail

AWALDREF@SPOKANECITY.ORG

Bid #Agenda Item Type

Resolutions

Requisition #Agenda Item Name

CENTRAL CITY LINE SMALL STARTS GRANT

Agenda Wording

A RESOLUTION SUPPORTING THE CENTRAL CITY LINE APPLICATION FOR FEDERAL TRANSIT ADMINISTRATION SMALL STARTS FUNDING

Summary (Background)

The City of Spokane supports the Central City Line and the submission of an application to the Federal Transit Administration for evaluation and rating under the Small Starts program . The City of Spokane endeavors to coordinate public outreach, design, and implementation timelines, for public works programs and policy efforts in conjunction with the Central City Line. The City shall cooperate with STA in preparing and negotiating future agreements regarding operation of the Central City Line.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

STUCKART, BEN

Study Session

PED 4/17/2017

Division DirectorOtherFinance

DOVAL, MATTHEW

Distribution ListLegal

DALTON, PAT

klarson@spokanecity.org

For the Mayor

SANDERS, THERESA

Additional ApprovalsPurchasing

RESOLUTION NO. 2017-0030

A RESOLUTION SUPPORTING THE CENTRAL CITY LINE APPLICATION FOR FEDERAL
TRANSIT ADMINISTRATION SMALL STARTS FUNDING

WHEREAS, the City of Spokane desires to increase transit connectivity and accessibility, and help stimulate economic growth and pedestrian activity in the core of the City; and

WHEREAS, the 2008 Fast Forward Spokane: Downtown Plan Update and the 2004 University District Master Plan both identify a need for greater transit service in Spokane's central city to connect people to activity centers, jobs, education and housing; and

WHEREAS, in 2010 STA and the City of Spokane partnered to engage local stakeholders and technical experts in an alternatives analysis for a transit circulator for the City's urban core; and

WHEREAS, the STA Board of Directors and Spokane City Council adopted a Locally Preferred Alternative (LPA) for the Central City Line in 2011 and further refined the LPA in 2014 and 2016 defining the Central City Line preferred street route as well as the vehicle type: Bus Rapid Transit vehicle using electric propulsion; and

WHEREAS, high quality, bus rapid transit systems like the Central City Line create positive economic returns for communities and it has been estimated that the Central City Line will catalyze an increase in land and improvement values of \$175 million over 20 years, with additional positive economic impacts including increased foot traffic from higher density development, reduced transit travel times, and decreased traffic congestion; and

WHEREAS, in 2016 the City coordinated with STA to develop a Central City Line Strategic Overlay Plan, which was recognized by City Council Resolution No. 2016-0076 as a guide for future policy development and implementation measures of economic development strategies in the Central City Line corridor; and

WHEREAS, in 2015, the STA Board of Directors and the Spokane City Council approved Joint Resolution No. 736-15 and 2015-0104 respectively, establishing a collaborative process to implement the Central City Line and creating a Steering Committee including representatives of public and private interests; and

WHEREAS, on March 30, 2017 the Steering Committee recommended that the STA Board of Directors submit the Central City Line application for small starts evaluation and rating; and

WHEREAS, the Spokane Transit Board will meet on April 20th, 2017 to consider supporting the application; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL that

- 1) The City of Spokane supports the Central City Line and the submission of an application to the Federal Transit Administration for evaluation and rating under the Small Starts program;
- 2) The City of Spokane endeavors to coordinate public outreach, design, and implementation timelines, for public works programs and policy efforts in conjunction with the Central City Line;

- 3) The City of Spokane shall cooperate with STA in preparing and negotiating future agreements to enable the construction and operation of the Central City Line within City right-of-ways.

ADOPTED by the City Council this _____ day of _____, 2017.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council Meeting of:**

04/24/2017

Date Rec'd

3/28/2017

Clerk's File #

ORD C35493

Renews #Submitting Dept

PLANNING

Cross Ref #Contact Name/Phone

MELISSA OWEN 625-6063

Project #Contact E-Mail

MOWEN@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0650 - ORDINANCE FOR NEPDA CHARTER & BYLAW AMENDMENT

Agenda Wording

An ordinance relating to the Northeast Public Development Authority; amending Ordinance No. C-34813. A Northeast Public Development Authority (NEPDA) Charter and Bylaws Amendment to expand board member positions to include the Mayor or

Summary (Background)

At the NEPDA's February 10, 2017 meeting, the Board approved an expansion of their membership from seven to no more than nine members which necessitates a Charter and Bylaws Amendment and City Council Approval. The NEPDA is completing multi-year planning efforts and entering into a new implementation phase for the redevelopment of The YARD. This new phase of board work and the implementation of plan priorities can be more effectively pursued with greater communication and participation

Fiscal ImpactBudget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

KEY, LISA

Study SessionDivision Director

MALLAHAN, JONATHAN

Other

PED 4-17-17

Finance

HUGHES, MICHELLE

Distribution ListLegal

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For the Mayor

SANDERS, THERESA

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mpiccolo@spokanecity.org

mhughes@spokanecity.org

tstripes@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

designee and one City Council Member or their designee selected by the City Council.

Summary (Background)

with City leadership.

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#
Distribution List			

Ordinance No. C35493

An ordinance relating to the Northeast Public Development Authority; amending Ordinance No. C-34813.

WHEREAS, on December 12, 2011, the City Council approved Ordinance No. C-34813 creating the Northeast Public Development Authority (NEPDA), which authorized a charter and bylaws for the NEPDA; and

WHEREAS, Article VIII of the NEPDA Charter provides that the Bylaws may be amended consistent with the NEPDA Charter, State law and the Spokane Municipal Code; and

WHEREAS, Article IX Section 9 of the NEPDA Charter provides that amendments to the Charter and Bylaws must be adopted by the NEPDA Board of Directors and subsequently submitted to the City Council for approval by ordinance; and

WHEREAS, on February 10, 2017, the NEPDA Board of Directors approved the Charter amendments set forth in this ordinance; and

WHEREAS, on March 10, 2017, The NEPDA Board of Directors approved amendments to the NEPDA Bylaws; - - Now, Therefore,

The City of Spokane does ordain:

Section 1. That Article VI of the Charter for the Northeast Public Development Authority located as an attachment in Ordinance No. C-34813 is amended to read as follows:

ARTICLE VI

Board of Directors

Section 6.1 Board Composition. Management and control of all Authority affairs shall reside in the Board. The Board shall be composed of ~~((either five (5) or seven (7)))~~ no more than nine (9) members. ~~((who))~~ Seven members shall be ~~((approved))~~ appointed by the Mayor and confirmed by the City Council. Two (2) members shall be the Mayor or his or her designee and one council member or their designee selected by City Council. ~~((No Directors shall be the Mayor of the City of Spokane nor member of the City Council. The Mayor or a City Council member selected by the City Council will act as a non-voting ex-officio member of the Board.))~~ Board members may include members who are non-city residents.

Section 6.2 Terms of Office.

~~((A. The terms of office of the initially appointed members of the Board shall commence on the effective date of this charter and shall be staggered as follows:~~

~~Group I. One member for a one-year term;~~

~~Group II. Two members for two-year terms; and~~

~~Group III. Two members for three-year terms.~~

~~B. In making the appointments of the initial board members, the Mayor shall designate which members are assigned to the three groups identified in subsection A above for purposes of determining the length of terms of such initial board members.~~

~~C. Except for the initial members of the Board,))~~

~~A. ((e))~~Each member shall be appointed to serve for a three-year term. Each member shall continue to serve until his or her successor has been appointed and qualified. Members may serve consecutive terms. Appointments to fill a vacancy created during an unexpired term shall be for the remainder of the unexpired term.

~~((D. Terms shall expire at the end of the day prior to the anniversary of the effective date of the Charter of the year in which the respective group is scheduled to terminate. New appointees or reappointees shall be processed in the manner provided herein.~~

~~E. Terms for newly created board positions appointed pursuant to Section 6.1 may be staggered as recommended by the Mayor and approved by the City Council in order to maintain an even distribution of terms between the board members.))~~

B. The appointment of the Mayor or his or her designee is a standing appointment and shall continue for the term of the Mayor. The appointment of a council member or their designee is a standing appointment and shall be appointed or reappointed on no less than an annual basis.

Section 2. That Article IX of the Charter for the Northeast Public Development Authority located as an attachment in Ordinance No. C-34813 is amended to read as follows:

ARTICLE IX

Amendments to Charter and Bylaws

Section 9.2 Vote Required for Amendments to Charter or Bylaws. Resolutions of the Board approving proposed amendments to the Charter or Bylaws require an affirmative vote of a simple majority of the confirmed Board members voting on the issue ~~((, provided that such majority equals not less than three (3) votes of a five (5) member board or four (4) votes of a seven (7) member board.))~~

PASSED BY THE CITY COUNCIL ON _____, 2017.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

BYLAWS OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY

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ARTICLE I

Board

Section 1.1 Quorum. ~~At least four (4)~~ A simple majority of confirmed members of the Board must be present at any regular or special meeting to comprise a quorum. A lesser number in attendance at such a meeting may adjourn the meeting and reconvene it within forty-eight (48) hours of the adjourned meeting without further notice.

ARTICLE II

Officers and Committees

Section 2.1 Election, Qualifications and Term of Office. If offices other than the President, Vice President, Secretary and Treasurer are hereinafter created, these offices shall be referred to as “Elected Offices.” The holders of Elected Offices (“Elected Officers”) shall be elected by the Board at the first regular meeting of each year, for a one-year term, and each Elected Officer shall hold office during said one (1) year term and until his or her successor is elected. The first Elected Officers of the Board shall be elected by the Board at its organizational meeting or as soon as practicable following the Board’s creation of such Elected Office.

Section 2.2 Powers and Duties.

- A. President. The President shall be the chief executive officer of the Authority and shall have general supervision over the business of the Authority, subject, however to the control of the Board of Directors. The President shall preside at all meetings of the Board of Directors. The President may sign and execute, in the name of the authority, deeds, mortgages, leases, bonds, contracts and other instruments duly authorized by the Board of Directors, and generally shall perform all duties incident to the office of President and such other duties as may from time to time be assigned to such office by the Board of Directors.
- B. Vice President. The Vice President shall perform the duties and have the powers of the President during the absence or disability of the President. In addition, the Vice President shall perform such other duties and have such other powers as the Board of Directors shall

designate and the Vice President shall assist the President in all other respects.

C. Secretary. The Secretary shall:

1. Certify and keep at the office of the Authority or at such other place as the Board of Directors may order, the original or a copy of the Bylaws, as amended or otherwise altered;
2. Keep at the office of the Authority, or at such other place as the Board of Directors may order, a book of minutes of all meetings of the Directors and of the resolutions of the Board, recording therein the time and place holding such meetings, whether regular or special, and if special how authorized, the notice thereof given, and the proceedings thereat;
3. See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;
4. Be custodian of the records and seal of the Authority;
5. Exhibit at all reasonable times to any Director, upon application, the Bylaws and minutes of the proceedings of the Directors of the Authority; and
6. Perform such other duties as may be assigned to such office by the Board of Directors or the President.

D. Treasurer. The Treasurer shall;

1. Receive and have charge of all funds of the Authority and shall disburse such funds only as directed by the Board of Directors; and
2. All disbursements shall require two signatures
3. Perform all duties incident to the office of the Chief Financial Officer; and
4. In general perform such other duties as may from time to time be assigned to such office by the Board of Directors or the President.
5. Shall audit before payment all claims presented by persons furnishing materials, rendering services, performing labor or for any other contractual purpose.
6. The Treasurer shall file as soon as practicable with the Authority a fidelity bond in an amount determined by the Authority to be adequate and appropriate, and may hold the corporate office only as long as such bond continues in effect.

Section 2.3 Removal. Upon reasonable prior notice to all Board members of the alleged reasons for dismissal, after an opportunity for the Elected Officer to be heard, the Board by an affirmative vote of a simple

majority of the confirmed ~~whole~~ Board may remove any Elected Officer from his or her office whenever in its judgment the best interest of the Authority will be served thereby. If removed as an officer, the member shall continue to serve as a board member of the Authority.

~~Section 2.3 Removal. Upon reasonable prior notice to all Board members of the alleged reasons for dismissal, and after an opportunity for the Elected Officer to be heard, the Board by an affirmative vote of a majority of the whole Board me remove any Elected Officer from his or her office whenever in its judgment the best interest of the Authority will be served thereby. If removed as an officer, the member shall continue to serve as a board member of the Authority.~~

Section 2.4 Vacancies. The Board shall fill any Elected Office which becomes vacant with a successor who shall hold office for an un-expired term and until his or her successor shall have been duly elected and qualified.

Section 2.5 Establishment of Committees. The Board, by resolution adopted by a majority of the full Board, may designate from among its members one (1) or more committees, each consisting of at least two (2) members, to represent the Board and, on matters other than those described in Section 10 of the Ordinance, act for and on behalf of the Board. The designation of any such committee and the delegation thereto of authority shall not operate to relieve any member of the Board of any responsibility imposed by law.

Section 2.6 Advisory Committees. The Board may from time to time establish advisory committees to report on possible projects or activities and shall fill such committees by appointment of suitable persons.

ARTICLE III

Meetings

Section 3.1 Regular Board Meetings. ~~All meetings of the Board shall be special meetings.~~ The Board shall establish its regularly scheduled meetings consistent with the Washington State Open Public Meeting Act (OPMA), Chapter 42.30 RCW. The Board shall meet as necessary but not less than six (6) times a year. The place, date and time or regular meetings may be changed by a majority vote of the Board members. The City Clerk's Office shall be notified of the Board's regular meeting schedule.

Section 3.2 Special Board Meetings. Subject to Article VII of the Charter of the Authority and Section 18 of the Ordinance, Special meeting of the Board may be held at any place at any time whenever called by the President or a majority of the members of the Board. Delivery, display and posting of the special board meeting notice and agenda shall be provided consistent with the OPMA.

Section 3.3 Notice of Special Board Meeting. Notice of all special meetings of the Board shall be given by the Secretary or by the person or persons calling the special meeting by delivering personally or by mail (or email) written notice at least two (2) days prior to the time of the meeting to each Board member and to each local newspaper of the general circulation and to each radio or television station that has requested notice as provided in the Open Public Meetings Act, Chapter 42.30 RCW, as now or hereafter amended. In addition, the Authority shall provide notice of special meetings to any individual specifically requesting it in writing. If the President deems that an emergency exists, the President may shorten the notice of a special meeting to not less than twenty-four (24) hours.

The time and place of the special meeting and the business to be transacted must be specified in the notice. Final disposition shall not be taken on any other matter at such meetings.

Section 3.4 Waiver of Notice. Notice as provided in Section 3.3 hereof may be dispensed with as to any member of the Board who at or prior to the time the meeting convenes files with the Board of the Authority a written waiver of notice or who is actually present at the meeting at the time it convenes. Such notice may also be dispensed with as to special meetings called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, where time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage. Notice, as provided in Article IX of the Charter concerning proposed amendments to the Charter or Bylaws and votes on such amendments, may not be waived.

ARTICLE IV

Administrative Provisions

Section 4.1 Books and Records. The Authority shall keep current and complete books and records of account and shall keep minutes of the proceedings of its Board and its committees.

Section 4.2 Indemnification of Board Members. The Authority elects to defend and indemnify its present and former officials and their successors, spouses and marital communities to the full extent authorized by the Charter. In addition, the right of indemnification shall inure to each Board member or officer and his or her spouse and marital communities upon his or her appointment to the Board and in the event of his or her death shall extend to his or her heirs, legal representatives and estate. Each person who shall act as a Board member or officer of the Authority shall be deemed to do so in reliance upon such indemnification and such right shall not be exclusive of any other right which he or she may have.

Section 4.3 Principal Office. The initial principal office of the Authority shall be at the Northeast PDA, ~~XXXX St~~808 West Spokane Falls Blvd., Spokane Washington ~~XXXXXX~~99201, or such other place as hereinafter designated.

**These Bylaws approved by City of Spokane Ordinance No. C-34813,
adopted by the Spokane City Council on December 12, 2011.**

**Agenda Sheet for City Council Meeting of:**

04/24/2017

<u>Date Rec'd</u>	4/11/2017
<u>Clerk's File #</u>	RES 2017-0031
<u>Renews #</u>	
<u>Cross Ref #</u>	ORD C35483, RES
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	AWAITING EBO

Submitting Dept	HOUSING & HUMAN SERVICES
Contact Name/Phone	JONATHAN 625-6734
Contact E-Mail	JMALLAHAN@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	1680 - RIDPATH RR PCS

Agenda Wording

Resolution to amend Res 2016-0019 to provide for loan up to \$1,750,000 to Ridpath Club Apartments, LLC & authorize execution of related documents. Accept recommendation of PRC & authorize staff to negotiate and prepare a development

Summary (Background)

The Ridpath Club Apartments project includes acquisition and conversion of adjacent buildings from hotels into 206 rental units, including 102 micro apts, 45 studio apts, 58 1-bdr apts and 1 2-bdr apt. (Condos on top 2 floors are not included.) Under the bonds and tax credits, 179 units will be affordable to households at or below 60% of area median income; 27 will be market rate. Other funds include tax credit equity, bonds, related party loans, and income during leaseup.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 1,750,000.00	#	1780-59400-51010-54201-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KINDER, DAWN	<u>Study Session</u>	04/13/2017
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	
<u>Finance</u>	SCHEIDEGGER, SUZI	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	kkeck, sscheidegger, jmallahan, sstopher, cbrown	
<u>For the Mayor</u>	SANDERS, THERESA	kkeenanan, mhughes, dkinder, msharts, tdunivant,	
<u>Additional Approvals</u>		mpiccolo, aworlock, gcooley, kbustos, lkey	
<u>Purchasing</u>		lmcloon@workwith.com	
		ronwells@ronwellsgroup.com	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

agreement for \$107,684 pursuant to Projects of Citywide Significance Incentive Policy.

Summary (Background)

The incentive pursuant to the City's Projects of Citywide Significance Incentive Policy is based on the finding of public benefits expected to result from the project and is applied to eligible public improvement cost related to the project.

Fiscal Impact

Select \$

Select \$

Budget Account

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Distribution List

RESOLUTION NO. 2017-0031

A RESOLUTION FOR THE PURPOSE OF AUTHORIZING A LOAN TO RIDPATH CLUB APARTMENTS, LLC FOR THE ACQUISITION AND USE OF THE RIDPATH BUILDING AS AFFORDABLE HOUSING; AMENDING RESOLUTION NO. 2016-0019; AND OTHER MATTERS PROPERLY RELATING THERETO.

CITY OF SPOKANE
Spokane County, Washington

WHEREAS, the City of Spokane is authorized pursuant to RCW 35.21.685 to assist in the development of privately owned housing for persons of low income by providing loans to the owners or developers of the housing; and,

WHEREAS, by Resolution 2016-0019, the City previously stated its support for the redevelopment and revitalization of the Ridpath building and established preliminary terms for a \$1.75 million junior cash-flow financing; and

WHEREAS, the developer, Ridpath Club Apartments, LLC, has obtained preliminary approval from lenders, including the Washington State Housing Finance Commission, with credit terms that necessitate an amendment of the preliminary credit terms established by the City and the City desires to amend its preliminary terms in order to facilitate the acquisition and use of the Ridpath building for affordable housing; and

WHEREAS, the developer has applied for a development incentive pursuant to the City's Projects of Citywide Significance Incentive Policy and based on the findings of public benefits expected to result from the project, the Project Review Committee has recommended a financial incentive of \$107,864 be awarded to the project and applied to eligible public improvement costs related to the project as outlined in Admin 0650-16-02.

NOW, THEREFORE, BE IT RESOLVED by the Spokane City Council as follows:

- Section 1. The City Council hereby amends Resolution 2016-0019 to provide for the subordinate lien loan to Ridpath Club Apartments, LLC of up to \$1,750,000, payable over a term of not to exceed 25 years with interest, compounded annually, at a rate not to exceed 6%, issued in conjunction with the Washington State Housing Finance Commission Multifamily Housing Revenue Bond financing for the project, subject to an agreement limiting the use of a portion of the property to affordable residential rental housing for so long as the City's loan is outstanding and subject to satisfaction of all other terms of the City's Term sheet dated April __, 2017.
- Section 2. The City Council further authorizes the execution of the documents establishing the terms and security for the City's loan in the forms attached hereto as Exhibit A.
- Section 3. The City Council further accepts the Project Review Committee's recommendation regarding the developer's application for an award of \$107,684 under the City's

Projects of Citywide Significance Incentive Policy, and authorizes staff to negotiate and prepare a development agreement with the developer setting forth the terms and conditions under which the financial incentive value will be applied to eligible public improvements costs related to the project, subject to final approval by Council as outlined in Admin 0650-16-02.

Section 4. This resolution shall take effect and be in force immediately upon passage.

Passed by the City Council this ____ day of April 2017.

City Clerk

Approved as to form:

Assistant City Attorney

CITY OF SPOKANE, WASHINGTON

RIDPATH CLUB APARTMENTS, LLC

SUBORDINATE LOAN AGREEMENT

This Subordinate Loan Agreement (the “Loan Agreement”) is made effective this _____ day of _____, 2017 (“Effective Date”), by and between the City of Spokane, Washington, a Washington municipal corporation (the “City”), whose address is **City of Spokane**, c/o Community, Housing and Human Services Department (the “Department”), 808 W. Spokane Falls Blvd., Room 650, Spokane, WA 99201, and **Ridpath Club Apartments, LLC**, a Washington limited liability company (the “Borrower”), whose address is 2310 W. 12th Avenue, Spokane, WA 99224. Borrower and City are together referenced as the “Parties”. This Loan Agreement is part of a transaction further reflected in a Promissory Note (the “Note”). The City’s disbursements under the Loan Agreement are further secured by a Subordinate Deed of Trust of even date herewith (“Deed of Trust”). The City has imposed restrictions upon Borrower related to this Loan Agreement pursuant to that certain Regulatory and Use Agreement of even date herewith (“Subordinate Regulatory Agreement”). The terms of said Note, Deed of Trust and Subordinate Regulatory Agreement are incorporated herein as if fully set forth herein, and together with this Loan Agreement shall be referenced as the “Related Documents.” The capitalized terms in said documents shall have the same meaning in this Loan Agreement unless the context clearly suggests otherwise. In the event of conflict in the terms of any of these documents, the terms most favorable to the City shall apply.

WITNESSETH: The Parties hereby agree to diligently fulfill the following duties and to perform the following services in accordance with all of the conditions, terms and requirements of this Loan Agreement.

I. PURPOSE

- A. The purpose of this Loan Agreement is to set forth the terms of the City’s Subordinate Loan (the “Loan”) to Borrower to assist in the acquisition of a 206-unit multifamily apartment facility, together with related amenities for rehabilitation and use as affordable housing (such property and the improvements described above are collectively referred to herein as the “Project”).
- B. To accomplish the purpose of this Loan Agreement, the City will loan funds from the closed Rental Rehabilitation Program to Borrower in the amount of \$1,750,000 to provide a portion of the financing used to acquire the Project. The legal description for the Project is attached as “Attachment 1” hereto and by this reference incorporated herein.

- C. The Project is expected to conform to the estimates noted in the Project Budget, attached hereto as "Attachment 2" and by this reference incorporated herein. All additional costs over and above the sum noted as compensation for this Loan Agreement shall be borne by the Borrower.

II. DURATION OF THE LOAN AGREEMENT

This Loan Agreement shall commence and be effective on the Effective Date and shall terminate on _____, 2042 or upon full repayment of sums due under the Note. The City and Borrower, upon mutual agreement, shall have the power to extend the term of this Loan Agreement. Any extension shall not increase the overall dollar amount loaned by the City pursuant to this Loan Agreement.

III. AMOUNT OF LOAN

The City shall loan the Borrower a sum not to exceed ONE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,750,000.00) from Rental Rehabilitation Program funds, to be disbursed as provided herein, subject to the terms and conditions of this Loan Agreement and Related Documents.

IV. PRICING

This Loan is subject to interest on the outstanding principal balance loaned at the fixed rate of five and seventy-five hundredths percent (5.75%) per annum, such interest commencing at the time of disbursement(s) and compounding annually. Payments shall be made pursuant to the Note and Section XV herein. If rents for any City-assisted units in the Project are increased above the level of the City Affordability Requirements defined in this Loan Agreement or any other provisions, covenants, terms, conditions or restrictions of this Loan Agreement are not adhered to, then the rate on the outstanding balance shall be increased to twelve percent (12%) for the remaining term of the Loan, compounded annually, and may be subject to accelerated repayment pursuant to XV.B. herein.

V. SECURITY/SUPPORT

- A. Borrower shall assure and maintain the City's security position on the underlying real estate as evidenced by the Subordinate Deed of Trust, which will be subordinate only to the following: covenants, use restrictions, and deeds of trust of the Washington State Housing Finance Commission, U.S. Bank, National Association (the "Mortgage Lender" and "Trustee") and JPMorgan Chase Bank, N.A. (the "Letter of Credit Lender").
- B. The City Affordability Requirement outlined in this Loan Agreement shall be recorded as a ***covenant running with the Project***, and shall apply for so long as the Note remains outstanding without regard to the term of any loan or mortgage or transfer of ownership.

- C. Borrower shall keep in force, continuously, insurance covering the Project and property legally described above, listing the City as policy beneficiary, pursuant to Section IX of this Loan Agreement.

VI. FUNDING DISBURSEMENTS

The timing and disbursement of City funds shall be determined by the City in its sole discretion, consistent with the provisions of this Loan Agreement and upon satisfaction of all closing conditions of the City. Without limiting the forgoing, funding disbursements shall be made at closing to be applied to Borrower's costs of acquiring the real property for the Project.

VII. INCOME DETERMINATIONS

For purposes of this Loan Agreement, tenant "annual income" includes income from all persons in the household, less income adjustments. An individual does not qualify as a low-income family if the individual is a full-time student who does not meet the exceptions of Section 42 of the Internal Revenue Code of 1986 (the "Code").

VIII. AFFORDABILITY REQUIREMENTS

- A. City Affordability Period. The City Affordability Period is twenty-five (25) years, or as long as there are funds owing under the Note, whichever is sooner. Repayment of the Loan in full during the City Affordability Period will extinguish the City Affordability Period and the requirements of the Related Documents.
- B. Rent Limit. During the City Affordability Period, rents on the one hundred seventy-nine (179) City-assisted units shall not exceed thirty percent (30%) of the adjusted income of a family whose annual income equals sixty percent (60%) of Spokane area median income ("AMI");

However, any City-assisted unit receiving federal or state project-based rental subsidy, where the tenant pays not more than thirty percent (30%) of the household's adjusted income as a contribution toward rent, shall be limited to the maximum rent allowed under the federal or state project-based rental assistance program.

Exceptions to rent limits will be subject to the requirements, policies and procedures of the Washington State Housing Finance Commission (the "WSHFC").

- C. If the maximum rent and income limits described in this Section VIII are exceeded, the Loan will be subject to repayment at the higher interest rate as provided for in Paragraph 2 of the Note.

- D. Income Certifications. All tenants' incomes shall be initially certified and recertified annually by the Borrower. Any applicable rent increases will be effective upon the next lease renewal, and are subject to [thirty (30)] days' written notice. Reporting to be done through the Web-Based Annual Reporting System (WBARS) or subsequent system used by the City and the WSHFC.
- E. Protection of City Affordability Requirements. The City Affordability Requirements will not terminate upon foreclosure, or transfer in lieu of foreclosure, by any lender with a deed of trust (or mortgage) to which the Deed of Trust is subordinate.

IX. INSURANCE

The Borrower shall keep the Project and all improvements now existing or hereafter erected thereon continuously insured as required in the Deed of Trust, the Note and this Loan Agreement, naming the City as mortgagee and/or loss payee. The insurance requirements apply during the City Affordability Period, or during any such time as there are outstanding sums due under the Note, whichever is longer.

X. PROPERTY STANDARDS

All City-assisted housing under this Loan Agreement shall meet the requirements of applicable Federal, State and local code requirements and housing quality standards, construction standards, ordinances and zoning ordinances at the time of Project completion and for the duration of the Affordability Period. Where relevant, the housing must be constructed to mitigate the impact of potential disasters (e.g., earthquakes, hurricanes, flooding, and wildfires), in accordance with applicable State and local codes, ordinances, or other State and local requirements, or such other requirements.

XI. ADDITIONAL MISCELLANEOUS COVENANTS

Borrower shall:

- A. Comply with the City Affordability Requirements described in this Loan Agreement and Related Documents.
- B. Maintain all required insurance, including without limitation the insurance required by the Deed of Trust.
- C. Maintain Project financial reports, Project financial records, and provide all other information and documentation that the City may reasonably request.
- D. Make prompt payment of all taxes and financial liabilities.

- E. Not hypothecate or encumber Project assets in any way, except to the extent provided for under this Loan Agreement or as approved of by the Director in writing. The Director may withhold such approval at his/her reasonable discretion.
- F. Promptly provide (i) rent and tenant income information at initial tenant occupancy and (ii) rent, occupancy, and tenant income information annually throughout the term of this Loan Agreement, or as otherwise requested by the City.
- G. Promptly provide, upon request by the City, such documentation as is necessary (including financial statements) to enable the City to determine the financial condition and continued financial viability of the Project.
- H. Comply with all applicable federal, state, and local regulations and requirements, including, but not limited to the provisions of the Lead-Based Paint Poisoning Prevention Act. In the event a determination is made that Washington State prevailing wages apply, the Borrower shall comply with all State requirements under RCW 39.12 to the satisfaction of the State of Washington.
- I. Maintain housing in compliance with the property standards of local code requirements throughout the term of this Loan Agreement.
- J. Upon Project completion, the Project shall obtain a final Certificate of Occupancy, meet all licensing requirements needed to operate the facility as proposed by Borrower in its various funding applications, and meet all applicable state and local codes and ordinances.
- K. Maintain a current City business license at all times.

Borrower shall pay at Loan closing all costs associated with the negotiation, documentation and closing of the Loan, including without limitation title premiums escrow fees, recording fees, appraisal fees and City's attorneys' fees.

XII. RESERVED

XIII. DEFAULT

- A. The following shall be considered "Events of Default" for purposes of this Loan Agreement:
 - 1. Failure of Borrower to make any principal and/or interest payment within [fifteen (15)] days after such payment is due.
 - 2. Failure to perform, observe or comply with the City Affordability Requirements, Income Determinations, or any other provisions, related covenants, terms,

conditions or restrictions of this Loan Agreement or any agreement relating to the Project (i.e., the occurrence of an event of default under other indebtedness secured by the Project property) or any part thereof, and failure to fully cure the same within the period of time, if any, permitted for cure and, if no period for cure is otherwise provided for, within [sixty (60)] days of written notice from the City of such failure, requesting the same to be remedied; provided, after a second non-compliance of any provision in a [five- (5-)] year period, only [fourteen (14)] days written notice is needed.

3. Failure to perform required maintenance or performance of any act by Borrower which would, in the City's reasonable opinion, adversely affect the value of the Project.
4. Except as otherwise permitted under this Loan Agreement, the sale, transfer, lease, or other conveyance of the Project or any portion thereof, including assumptions and subordinations, without obtaining the prior written consent of the Director.
5. Filing a voluntary or involuntary petition not dismissed within [ninety (90)] days after filing under the United States Bankruptcy Code by or against the Borrower.
6. Any representation, warranty, or disclosure made to the City or any other Project lender which proves to be materially false or misleading as of the date made, whether or not such representation, warranty, or disclosure appears in this Loan Agreement.
7. Actual or asserted invalidity of any loan documentation or security interests.
8. Material events affecting Borrower or related parties.
9. Change in control of Borrower or management without written consent of the WSHFC.
10. Failure to maintain and keep in force adequate amounts of insurance as is usual in the business carried on by the Borrower, or as required herein.
11. Without limiting any of the foregoing, Borrower's failure to comply with the minimum wage requirements set forth in Section XVIII of this Loan Agreement, as applicable.

XIV. REMEDIES

- A. Upon the occurrence of an event of default not timely cured (for purposes of this section, unless otherwise provided for in the Related Documents, a "timely cure" shall mean a

cure by Borrower within thirty (30) days after the receipt of notice, or such longer time as may be agreed upon if such event of default is not curable within 30 days, but Borrower takes immediate steps to attempt to cure such event of default) after notice, the City may, in addition to any other remedies which the City may have hereunder or under this Loan Agreement or by law or equity, at its option and upon written notice to the Borrower, take any or all of the following actions:

1. Declare the debt incurred hereunder and under the Related Documents immediately due and payable and commence collection proceedings against the Borrower.
 2. Seek judicial appointment of a receiver.
 3. Foreclose under the security documents or instruments, judicially or non-judicially.
 4. File suit against the Borrower.
 5. Seek specific performance or injunctive relief to enforce performance of the undertakings, duties, and agreements provided in this Loan Agreement or any related security document or instrument, whether or not a remedy at law exists or is adequate.
- B. All remedies of the City provided for herein are cumulative and shall be in addition to all other rights and remedies provided by law or in equity or by this Loan Agreement. The exercise of any right or remedy by the City shall not in any way constitute a cure or waiver of default under this Loan Agreement or any other related Project agreement, or invalidate any act done pursuant to any notice of default, or prejudice the City in the exercise of any of its rights unless, in the exercise of such rights, the City realizes all amounts owed to it by the Borrower.
- C. A failure to declare or a delay in declaring a default shall not constitute a waiver of any rights or remedies or excuse any failure by the Borrower to strictly comply with its obligations under this Loan Agreement or any other related Project agreement or document.
- D. As long as R4 RCA Acquisition LLC ("Tax Credit Investor") or an affiliate thereof remains the investor member of Borrower, if a default occurs under this Loan Agreement or any other related document, and the City intends to exercise any of its remedies on account of such default, then prior to the initiation of any remedy by the City on account of such default, then City at the same time as it delivers notice to the Borrower shall deliver written notice of such default to the Tax Credit Investor at the address specified in Section XXVII. The City shall accept cure of the defaults by the Tax Credit Investor within the cure periods, if any, provided in this Loan Agreement or any other related

document, and in any event, shall not exercise any rights to accelerate or foreclose with respect to this Loan until Tax Credit Investor has been given the notice (but not the obligation) to remedy any default forming the basis with respect to such remedy.

- E. Notwithstanding anything to the contrary herein, the Borrower, its members, managers, officers, directors, employees, agents and contractors shall have no personal liability for payment of the indebtedness evidenced hereby or performance of the covenants set forth in this Loan Agreement and in the Related Documents and the sole recourse of the City shall be confined to the exercise of its rights under this Loan Agreement and the Related Documents, provided that nothing shall diminish the Borrower's liability for damages or deficiencies resulting from theft, waste, fraud, material misrepresentation and misuse of rents.

XV. REPAYMENT

- A. Payments: The Borrower shall make payments in accordance with the Note. The Borrower shall, on or before [August 1, 2019], together with the principal payment due under the Note, deliver to the City a copy of the immediately preceding calendar year audit of Borrower prepared by its accountants and the calculation of Cash Flow (as defined in the Borrower's Limited Liability Company Operating Agreement) utilized by Borrower to determine the amount of the principal payments due under the Note, in the form set forth as Exhibit A to the Note. All payments made by the Borrower hereunder or under the Related Documents shall be made irrespective of, and without any deduction for, any set-offs or counterclaims, but such payment shall not constitute a waiver of any such set offs or counterclaims.
- B. Notification of Non-Compliance: During the City Affordability Period, Borrower shall notify the City in writing if, for any reason, the Project will not comply with the City Affordability Requirements, at which time any and all outstanding balance would become immediately due and payable in full.
- C. Prepayment: The Borrower may repay all or any portion of the outstanding principal of the Loan at any time, without penalty. Repayment during the City Affordability Period described in Paragraph VIII.A of this Loan Agreement shall extinguish the City Affordability Requirements.
- D. Late Charges: A late charge of [thirty dollars (\$30.00)] will be added to any payment received after the [10th] day of the month in which it is due in addition to any other remedy.
- E. Application of Payments: Payments received will first be applied to late charges, then to interest, and finally to principal.

- F. Place of Payment: Payment of principal, interest, and fees shall be made in lawful money of the United States of America in immediately available funds to the City of Spokane, at the Community, Housing and Human Services Department, 808 W. Spokane Falls Blvd., Room 650, Spokane, WA 99201, or at such other place as the City may designate to Borrower in writing.

XVI. NONDISCRIMINATION/RENT SUBSIDY

Neither the Borrower nor any of its agents shall refuse to lease City-assisted units to a certificate or voucher holder under 24 CFR part 982 – Section 8 Tenant-Based Assistance: Unified Rule for Tenant-Based Assistance under the Section 8 Rental Certificate Program and the Section 8 Rental Voucher Program because of the status of the prospective tenant as a holder of such certificate, voucher.

XVII. [RESERVED]

XVIII. COMPLIANCE WITH LAWS

- A. The Borrower shall comply with all applicable State, local, and federal laws and the requirements outlined in the Regulatory Agreement between Borrower and WSHFC, as may be amended from time to time.
- B. Minimum Wages.
1. State Minimum Wage. If a determination is made that Washington State prevailing wages apply to the Project, the Borrower shall comply with all State requirements under RCW 39.12 to the satisfaction of the State of Washington. When Washington State prevailing wages apply, the contractor and all subcontractors will submit a “Statement of Intent to Pay Prevailing Wages” certified by the industrial statistician of the State Department of Labor and Industries, prior to any payments. The “Statement of Intent to Pay Prevailing Wages” shall include: (1) the contractor's registration number; and (2) the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the “Statement(s) of Intent to Pay Prevailing Wages” on file with the City. Prior to the payment of funds held under chapter 60.28 RCW, the contractor and subcontractors must submit an “Affidavit of Wages Paid” certified by the industrial statistician.

XIX. TENANT AND PARTICIPANT PROTECTIONS

- A. Borrower shall adopt and follow written tenant selection policies and criteria that:

1. Limit the City-assisted units to households with incomes at or below the requirements set forth herein;
2. Are reasonably related to the applicants' ability to perform the obligations of the lease (i.e., to pay the rent, not to damage the housing, not to interfere with the rights and quiet enjoyment of other tenants);

XX. RESERVED

XXI. RESERVED

XXII. TRANSFER/ASSIGNMENT

The Borrower shall not assign, transfer, subordinate or sublet any obligation of this Loan Agreement nor shall it sell or otherwise transfer any property subject to this Loan Agreement (other than by leasing or renting for residential tenant use as contemplated by various provisions of the Loan Agreement, or the lease by the Borrower of certain commercial space pursuant to that master lease agreement with [Ridpath Owners, LLC] dated as of [May 1, 2017], or for any other incidental use (to the extent permissible under all applicable federal and state laws and regulations)) without prior written consent of the Director, who may withhold consent at his/her discretion. Notwithstanding any other provision of this Loan Agreement or the Related Documents, the Director's consent will not be required for any of the following transactions ("Permitted Transfers"):

- A. The transfer by Tax Credit Investor, as investor member of the Borrower as provided for in that certain Limited Liability Company Operating Agreement of Borrower dated on or about the date hereof ("Borrower's Governing Agreement"), of its equity interests in Borrower to one or more Affiliates (as defined in Borrower's Governing Agreement) of Tax Credit Investor, subject to any and all requirements for such a transfer set forth in Borrower's Governing Agreement and so long as Tax Credit Investor or its Affiliate is not relieved of its obligation to make capital contributions to Borrower required under the terms of Borrower's Governing Agreement;
- B. The transfer of interests within Tax Credit Investor;
- C. The removal by Tax Credit Investor or its Affiliate of a managing member or manager of Borrower for cause in accordance with the terms of Borrower's Governing Agreement, and the replacement of such removed managing member or manager with an Affiliate, with the special limited member designated in the Borrowers Governing Agreement, or with an individual or entity, not an Affiliate, who or which is reasonably acceptable to the City;
- D. Execution and/or exercise of a purchase option and/or right of first refusal agreement by Borrower's managing member or manager and/or its Affiliate to be exercised following expiration of the fifteen-year "compliance period" as defined in and

determined in accordance with Section 42(i) of the Code, or any corresponding provision or provisions of succeeding law; and

- E. Recording of the WSHFC's Regulatory Agreement (Extended Use Agreement), as required by Section 42 of the Code.

The provisions of this Loan Agreement shall apply to all persons or entities performing obligations set forth by this Loan Agreement, including approved persons or entities to whom or to which the Borrower assigns, transfers, or sublets services as above.

XXIII. ENVIRONMENTAL COVENANTS

The Borrower shall, at all times during the term of this Loan Agreement, comply with the Environmental Covenants set forth in Section 6.14 of the Mortgage Loan Origination and Financing Agreement by and among the Borrower, WSHFC, the Mortgage Lender and Trustee, dated as of May 1, 2017.

XXIV. RESERVED

XXV. RESERVED

XXVI. SEVERABILITY

The invalidity of any clause, part or provision of this Loan Agreement shall not affect the validity of the remaining portions thereof.

XXVII. NOTICES

All notices given pursuant to this Loan Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the Parties hereto at the addresses set forth below, or to such other place as a Party may from time to time designate in writing:

City of Spokane
Community, Housing and Human Services Department
808 W. Spokane Falls Blvd., Room 650
Spokane, WA 99201-3339

Ridpath Club Apartments, LLC
2310 W. 12th Avenue
Spokane, WA 99224

R4 RCA Acquisition LLC/o R4 Capital LLC
780 Third Avenue, 10th Floor

New York, New York 10017
Attn: Marc Schnitzer
Email: mschnitzer@R4cap.com

XXVIII. INDEMNIFICATION

The Borrower shall protect, defend, indemnify, and hold harmless the City, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Borrower, its officers, employees or agents, in its performance and/or non-performance of its obligations under this Loan Agreement. The Borrower agrees that its obligations under this indemnification shall extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. ***This agreement to indemnify is a separate agreement, shall survive any foreclosure action, attempted transfer or the like, is a legal obligation of the Borrower and action may be brought thereon independently of any other remedy at law or provided for herein.***

XXIX. TERMINATION

This Loan Agreement may be suspended or terminated by the City if the Borrower materially fails to comply with any term of this Loan Agreement.

XXX. CERTAIN CITY REPRESENTATIONS

The City represents and warrants to the Borrower that none of the money used by the City to make this Loan is or will be derived, directly or indirectly, from any obligation the interest on which is exempt from tax under Section 103 of the Code.

XXXI. EXECUTION IN COUNTERPARTS

This Loan Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND ANY AGREEMENT TERMS, TO RELEASE ANY GUARANTOR, TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR FORBEAR FROM EXERCISING ANY REMEDIES, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATED TO THIS LOAN AGREEMENT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, the Parties have executed this Loan Agreement as of the Effective Date.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.)

DRAFT

RIDPATH CLUB APARTMENTS, LLC,
a Washington limited liability company

By: Ridpath Management, LLC, a Washington limited liability company
Its: Manager

By: _____
Name: R. Ronald Wells
Title: Manager

Date of execution: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this ____ day of _____, 2017, personally appeared before me **R. Ronald Wells**, to me known to be the **Manager** of **Ridpath Management, LLC**, a Washington limited liability company, which is the manager of **Ridpath Club Apartments, LLC**, a Washington limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said person and the Borrower, for the uses and purposes therein mentioned, and on oath stated that said person was authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC, in and for the State of
Washington, residing at _____
My Commission expires _____

By: _____
David A. Condon, Mayor

ATTEST:

APPROVED AS TO FORM:

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this ____ day of _____, 2017, personally appeared before me **David A. Condon** and **Terri L. Pfister**, to me known to be the **Mayor** and **City Clerk**, respectively, of and for the City of Spokane, Washington, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC, in and for the State of
Washington, residing at _____

My Commission expires_____

DRAFT

ATTACHMENT 1
LEGAL DESCRIPTION

[INSERT]

DRAFT

ATTACHMENT 2
PROPOSED BUDGET

[INSERT]

DRAFT

When recorded, mail to:

City of Spokane
Community, Housing and Human Services Department
808 W. Spokane Falls Blvd., Room 650
Spokane, WA 99201
Attn: _____
OPR 2017- _____

Document Title(s) (or transactions contained therein): 1. Fourth Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing
Reference Number(s) of Documents assigned or released: (on page _____ of documents(s))
Grantor(s) (Last name first, then first name and initials): 1. Ridpath Club Apartments, LLC 2. <input type="checkbox"/> Additional names on page _____ of document.
Grantee(s) (Last name first, then first name and initials): 1. City of Spokane, c/o Community, Housing and Human Services Department 2. Stewart Title Company, Trustee 3. <input type="checkbox"/> Additional names on page _____ of document.
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) <input checked="" type="checkbox"/> Full legal description is on Exhibit "A" of document.
Assessor's Property Tax Parcel/Account Number:

**FOURTH DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS FOURTH DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this “Fourth Deed of Trust”) is made as of _____, 2017, among **Ridpath Club Apartments, LLC**, a Washington limited liability company whose address is 2310 W. 12th Avenue, Spokane, WA 99224 (“Trustor”), the City of Spokane, Washington, a Washington municipal corporation (the “City”), whose address is **City of Spokane**, c/o Community, Housing and Human Services Department (the “Department”), 808 W. Spokane Falls Blvd., Room 650, Spokane, WA 99201 (“Beneficiary”) and **Stewart Title Company**, whose address is 1420 Fifth Avenue, Suite 440, Seattle, WA 98101 (“Trustee”).

Trustor has obtained a senior loan (“Senior Loan”) in the original principal amount of **[\$9,360,000]** from U.S. Bank National Association (which, in the context of the Senior Loan is occasionally referred to herein as the “Senior Lender”), which Senior Loan is secured by, among other things, a first priority mortgage lien on the Property granted pursuant to a First Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of the date hereof (as amended, modified or supplemented from time to time, the (“First Mortgage”).

Trustor has obtained a standby letter of credit (the “Letter of Credit”) issued by JP Morgan Chase Bank, N.A., (herein “Bank”) in favor of Senior Lender for the account of Trustor, pursuant to a Construction Phase Credit Reimbursement Agreement and a Letter of Credit Application and Reimbursement Agreement dated as of the date hereof (collectively, as each may be amended, modified or supplemented from time to time, the “Reimbursement Agreement”) by and between Trustor and Bank. Trustor’s obligations to Bank under the Reimbursement Agreement are secured by, among other things, a second priority lien on the Property granted pursuant to a Second Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of the date hereof (the “Second Deed of Trust”).

Trustor has obtained a subordinate loan from the Washington State Housing Finance Commission in the amount of \$2,000,000 (the “Commission Loan”), pursuant to a Subordinate Loan Agreement between the Commission and the Trustor and a Subordinate Commission Multifamily Note, and secured by a Subordinate Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of the date hereof (the “Third Deed of Trust”).

Trustor has obtained a subordinate loan in the original stated principal amount of \$1,750,000.00 (“Loan”) pursuant to a Loan Agreement between Trustor and Beneficiary of approximately even date herewith (“Loan Agreement”).

The Loan is evidenced by a Promissory Note of approximately even date herewith executed by Trustor for the benefit of Beneficiary (“Note”) and is to be secured by this Fourth Deed of Trust.

For the consideration of the Loan, or such portion thereof as may hereafter be advanced to or for the benefit of Trustor, Trustor hereby irrevocably *and on a basis immediately subordinate to that previously mortgaged, conveyed, transferred, pledged and assigned to Senior Lender pursuant to the First Mortgage; and further on a basis immediately subordinate to that previously mortgaged, conveyed, transferred, pledged and assigned to Bank pursuant to the Second Deed of Trust*, the Third Deed of Trust conveys, transfers, pledges and assigns in trust to Trustee, with power of sale, and grants to Beneficiary a security interest in, all of Trustor's present and future right, title and interest in and to all of the following property (severally and collectively, the "Property"):

(a) All of that certain real property located in Spokane County, Washington, and more particularly described on Exhibit "A" hereto (the "Real Property");

(b) All present and future tenements, hereditaments, easements, rights, leases, guaranties of leases, subleases, licenses, benefits, privileges, permits, water, water rights, including any type 2 non-irrigation grandfathered water rights, irrigation rights, ditch rights, shares of stock in irrigation districts or evidencing water rights, contracts for effluent, all other contractual rights to water, rights of way, pipes, ditches, fences and appurtenances belonging or in any way appurtenant to, and all oil, gas and other hydrocarbons and other minerals produced from or underlying, the Real Property or any portion thereof, or any improvements or development thereon, and all reversions, remainders, rents, issues, and profits thereof;

(c) All buildings and improvements now or hereafter erected on the Real Property or any portion thereof, and all equipment, inventory and fixtures now or hereafter attached to or located on or used in connection with the Real Property;

(d) All of the beneficial interest of Trustor in any subdivision or holding trust, if title or any interest of Trustor in the Real Property is vested in or held by a trustee;

(e) All present and future licenses, permits, approvals and agreements from or with any governmental or quasi-governmental agency or entity or any other person relevant to the zoning, subdivision, division, development, improvement, use, lease, sale or other disposition of the Real Property or any portion thereof, or any buildings or improvements now or hereafter erected, placed or located on the Real Property or any portion thereof;

(f) All present and future plans, specifications, drawings, analyses, surveys, reports and other design products, relating to all present and future buildings and tenant and other improvements (including landscaping) constructed on the Real Property or any portion thereof, and all rights in and to all architectural and engineering contracts, construction management agreements, construction contracts surety bonds, warranties, land use plans, studies, building contracts, soils reports, appraisals, feasibility and market studies, management agreements, operating agreements, service contracts, development contracts, design and sign design contracts, space planning contracts and any other agreements with respect to planning, designing, developing, or inspecting construction on, the Real Property or any portion thereof and any buildings or improvements thereon, together with any accounts and funds maintained under, pursuant to, or in connection with any such contracts and agreements;

(g) All rights to further encumber the Real Property or any portion thereof or any interest therein for debt;

(h) All present and future water service and wastewater capacity reservation agreements and security agreements, and all other present and future contracts, agreements, books and records relating to the development, improvement, use, leasing, sale, disposition, operation and management of the Real Property or any portion thereof, all buildings and other improvements or personal property now or hereafter placed, erected or located on the Real Property, and any accounts and funds maintained under, pursuant to, or in connection with any such contracts and agreements;

(i) All present and future rights under or with respect to: (i) any declarations of restrictions governing or imposing rights or responsibilities on or with respect to any subdivisions, horizontal property regimes, condominiums, planned area developments, planned unit developments or master plans which are partially or wholly located on or affect the Real Property; (ii) any design review or architectural review committee and any property or condominium owners' or similar association described in or created by the documents referred to in the foregoing clause (i), together with any voting rights therein; and (iii) any and all other documents and instruments and any amendments relating to the operation, organization, control or development of the Real Property; and (iv) all rights of Trustor as the declarant under any such declaration, including without limitation, the development rights or similar rights described therein;

(j) All adjacent streets (open or proposed), roads, sidewalks, alleys, public places, parking areas, and strips and gores of land now or hereafter appurtenant to or used or useful in connection with the Real Property or any portion thereof, or any buildings or other improvements now or hereafter erected, placed or located on the Real Property or any portion thereof;

(k) All rights in and to any present or future contracts, agreements, commitments, options, revenues, deposits (including deposits with any public or private utility with respect to utility services furnished to the Real Property), refunds, credits, retentions, or other rights or considerations that in any way relate to or arise out of any development, use, improvement, sale or disposition of the Real Property or any portion thereof, or any buildings or other improvements or personal property now or hereafter erected, placed or located on the Real Property or any portion thereof, or any business now or hereafter conducted on the Real Property;

(l) All rights in and to all present and future agreements or commitments for the purpose of financing, refinancing, selling or otherwise disposing of any interest in the Real Property or any portion thereof, and any buildings and other improvements now or hereafter located on the Real Property or any portion thereof;

(m) All rights to the use of any trade name or trademark by which the Real Property or any portion thereof, or any improvements or development thereon, are known;

(n) All rights under any policy or policies of insurance (including premium refunds and credits and insurance proceeds) insuring against damage or loss with respect to any portion of the Property, including all fire, casualty, business interruption, rent loss and flood insurance, whether or not such insurance is required by this Fourth Deed of Trust or Beneficiary;

(o) All rights in and to any present and future deposit accounts (general time or demand, provisional or final) or investment or other accounts (including all accounts held jointly with someone else) maintained with Beneficiary, or with another institution into which proceeds of the loan secured hereby have been deposited;

(p) All goods, materials, supplies, fixtures, machinery, furniture and furnishings, appliances, attachments, equipment, inventory, general intangibles, accounts, chattel paper, instruments, notes, drafts, investment property, letter of credit rights, supporting obligations, documents and other personal property (to the extent that any of the foregoing constitute personal property under applicable law) that directly or indirectly relate to or are used or intended for use on or in connection with the use, leasing, development, design, financing, construction and/or sale of the Real Property or any portion thereof, or any buildings or improvements located thereon or any easements, appurtenances, hereditaments or privileges appurtenant or incident thereto; and

(q) All (i) replacements and substitutions for, (ii) additions to, (iii) proceeds and products of (including all insurance proceeds and condemnation awards (or proceeds of any purchase in lieu thereof) which are or may become payable with respect to), and (iv) books, records and files relating to, all or any portion of the items described in the preceding paragraphs.

The foregoing descriptions of items constituting the Property shall be construed as cumulative and not limiting, and the term “including”, when used in those descriptions, shall mean without limitation by reason of enumeration. Unless the context clearly indicates otherwise, the terms “equipment,” “inventory,” “accounts,” “instruments,” “chattel paper,” “general intangibles,” “proceeds” and “products” shall have the meanings provided for those terms in the Washington Uniform Commercial Code in effect on the date of this Deed of Trust.

This Fourth Deed of Trust is given in consideration of and as security for: (i) Trustor’s payment of the Loan evidenced by the Note, together with interest thereon and charges with respect thereto, and any and all advances now or hereafter made by Beneficiary under the terms and conditions of the Note, (ii) the performance of Trustor’s other obligations under the Note, the Loan Agreement, this Fourth Deed of Trust, and all other Related Documents (defined in the Loan Agreement) and any and all renewals, replacements, amendments, modifications or extensions thereof; and (iii) all late charges, default interest, prepayment charges or premiums, loan fees, commitment fees and extension fees described in the Note or the Loan Agreement and all costs of collecting the indebtedness or other amounts evidenced by the Note or described in this Fourth Deed of Trust or the Loan Agreement, including any and all costs and expenditures of a receiver in possession and reasonable attorneys’ fees. This Fourth Deed of Trust shall also secure the payment and performance of any additional loans that may hereafter be made by Beneficiary to Trustor which are evidenced by a promissory note or notes or other writings

stating that they are secured by this Fourth Deed of Trust. This Fourth Deed of Trust shall also secure all amounts, including costs of collection, payable under any guarantee(s) now or hereafter relating to the obligations secured hereby. All of the foregoing payments and performances secured by this Fourth Deed of Trust are sometimes hereinafter referred to as the "Obligation."

This Fourth Deed of Trust does not secure: (i) any of the obligations of Trustor to the Senior Lender or (ii) any obligations of any affiliates of Trustor to the Senior Lender, including, without limitation, those certain obligations of R. Ronald Wells, Lawrence V. Brown, Jr. or Paul W. Mann under any guaranties executed by the foregoing individuals for the benefit of Senior Lender.

TRUSTOR, TO PROTECT THE PROPERTY AND SECURITY GIVEN BY THIS FOURTH DEED OF TRUST, HEREBY WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

1. **Warranty of Title.** Trustor warrants that it is the sole owner of good and marketable unencumbered title to the Property, and Trustor will forever defend the same against all claims and persons whomsoever, unto Beneficiary, its successors and assigns, subject only to the liens of the Regulatory Agreement (Ridpath Club Apartments), Regulatory Agreement (Extended Use Agreement) (the "Regulatory Agreements") and the prior deeds of trust and matters approved by Beneficiary as acceptable exceptions to title pursuant to the provisions of the closing instruction letter delivered herewith to the title insurance company insuring the lien of this Fourth Deed of Trust. All of Trustor's present and future right, title and interest in the Property shall be subject to the lien and other terms and provisions of this Fourth Deed of Trust regardless of the time that any such right, title and interest is created, obtained by or conveyed, transferred or assigned to Trustor.

2. **Obligation to Maintain Property; Repairs; Inspection by Beneficiary.**

(a) Trustor shall care for and keep and maintain the Property in good order, condition and repair, and will at all times make such repairs, maintenance, renewals, and replacements as shall be necessary to maintain the Property and abutting grounds, sidewalks, roads, parking and landscape areas in good condition and repair, all to the same extent as a prudent owner would make. Subject to the construction activities contemplated by the Loan Agreement, Trustor shall not substantially alter the Property, except as may be required by applicable laws (including the Americans With Disabilities Act (42 U.S.C. §§ 12101-12213 and 47 U.S.C. §§ 225 and 611), ordinances, orders, decrees, rules, regulations or requirements of any governmental authority, including applicable subdivision laws, regulations and ordinances, and any requirements, terms or conditions contained in any restrictions, restrictive covenants, easements, licenses or leases, building codes, flood protection laws and ordinances, zoning ordinances or stipulations, subdivision plats, master plans, development plans, or other instruments or documents now or in the future affecting any portion of the Real Property or any improvements thereon (collectively, "Legal Requirements"). All replacements of items of the Property will be of a value equal to or greater than the value of the item or items replaced.

Trustor shall not commit, or permit to occur, any waste upon the Property. Trustor shall keep the Property free of termites, dry rot, fungus and all harmful or destructive insects and shall keep the landscaping of the Property in good condition, watered and free from weeds, and all plants, trees, and shrubs pruned and in good condition. Subject to normal clearing, grading and construction activities, Trustor shall keep the Property free of rubbish and unsightly, unsafe and unhealthful conditions.

(b) Trustor shall comply with all Legal Requirements now or in the future affecting the Property or requiring any alteration or improvements to be made thereof. To Trustor's knowledge, the building plans and specifications for the improvements on the Property comply with all zoning and building laws, ordinances, codes, rules and regulations and other laws and regulations applicable thereto and such plans and specifications and improvements have been, or will be, approved by all appropriate authorities. No notice of any violations of ordinances, codes, rules, regulations, orders, restrictive covenants or statutes applicable to the Property has been received by Trustor, nor, to Trustor's knowledge, have any governmental authorities or insurance underwriters required any changes to any plans and specifications as submitted to Beneficiary. To Trustor's knowledge, all appropriate governmental authorities will have issued, as and when required, all required permits for the construction of the improvements on the basis of the plans and specifications so approved. To the best of Trustor's knowledge, after due inquiry and investigation, the Property, any improvements thereon and their use fully comply and shall continue to comply with environmental, air quality, zoning, planning, building and other governmental laws, ordinances, rules, regulations and requirements and Trustor has received no notice to the contrary. Without Beneficiary's prior written consent, Trustor will not (i) initiate any zoning reclassification of the Property, (ii) seek any variance under existing zoning ordinances applicable to the Property, (iii) use or permit the use of the Property in a manner than would result in such use becoming a nonconforming use under applicable zoning ordinances or other applicable laws, rules or regulations, or (iv) impose any restrictive covenants upon the Property. To Trustor's knowledge, as of the date hereof, no action or proceeding is pending before any court, quasi-judicial body or administrative agency relating thereto. To Trustor's knowledge, the zoning designation of the Real Property is based on no real property, or rights appurtenant thereto, other than the Real Property.

(c) In the event of any loss, damage or destruction to the Property, Trustor shall, to the extent that insurance proceeds are available for rebuilding under paragraph 3(b) below, or if an applicable Lease (defined in paragraph 7 below) requires rebuilding in the absence of available insurance proceeds, promptly and in a good and workmanlike manner repair, rebuild and restore such loss, damage or destruction to its original condition, pay when due all costs incurred, and keep the Property free from all claims, charges, claims of liens, or encumbrances for work performed or materials furnished, whether superior or subordinate to the lien of this Fourth Deed of Trust. Trustor may contest in good faith the validity or amount of any claim, charge, lien or encumbrance by appropriate proceedings provided by law, including payment of the claim, charge, lien or encumbrance under protest, if required, provided that: (i) Trustor promptly pays any sums found to be due upon a final determination of the contested claim, charge, lien or encumbrance; and (ii) prior to any such contest, Trustor shall furnish Beneficiary a cash deposit, bond or other security, in amount and form satisfactory to

Beneficiary, to protect Beneficiary against the sale or forfeiture of, or creation of a lien against, the Property.

(d) Beneficiary shall have the right at its sole risk to enter upon the Property at any and all reasonable times and to inspect the same to ascertain whether Trustor is in compliance with the terms and provisions of this Fourth Deed of Trust.

3. Insurance.

(a) Trustor shall obtain and maintain insurance for the Trustor and the Property as provided in the First Mortgage or as otherwise required by the Senior Lender and WSHFC. At such time as the Property ceases to be encumbered by the First Mortgage or the Trustor is no longer obligated to the Senior Lender to obtain or maintain such insurance, Trustor shall obtain and maintain insurance for Trustor and the Property as required by Beneficiary, acting in a commercially reasonable manner. All policies of insurance obtained or maintained by Trustor must meet the requirements set forth in the Loan Agreement.

(b) The provisions of this section are subject to the terms and conditions of the First Mortgage. Trustor will give immediate written notice to Beneficiary of any loss or claim, and Beneficiary may make proof of loss if not made promptly by Trustor. Each insurance company is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor or to Trustor and Beneficiary jointly. Insurance proceeds or any part thereof may be applied by Beneficiary, at its option, either to the reduction or payment of the Obligation or to the repair, rebuilding and restoration of the Property lost, damaged or destroyed, but Beneficiary shall not be obligated to ensure the proper application of any amount paid over to Trustor. Irrespective of the dollar amount of the loss or claim, Trustor shall provide Beneficiary with sufficient documentation and information necessary or required by Beneficiary to verify and confirm the exact nature and extent of the damage or destruction to the Property and the amount of funds required to repair or rebuild the Property, together with a budget (which shall be subject to Beneficiary's approval) describing the repair or restoration work to be performed and the costs of labor and material for each stage of repair or restoration work. Provided that sufficient insurance proceeds are available, Beneficiary shall apply or allow to be applied such proceeds to the repair, rebuilding and restoration of the Property. In the event that proceeds are used for the repair, rebuilding and restoration of the Property, insurance proceeds shall be placed in a segregated account with Beneficiary and used for the repair, rebuilding and restoration of the insured loss, through such procedures and with such safeguards for release of such proceeds and payment of construction and related expenses as Beneficiary customarily imposes for advances of construction loan funds, which may include requirements that: (i) Trustor first expend or deposit into the escrow account any difference between the total cost of repair, rebuilding and restoration and the amount of such proceeds; (ii) Trustor, at its expense, promptly prepare and submit to Beneficiary all plans and specifications necessary for the restoration and repair of the damaged Property, together with evidence acceptable to Beneficiary setting forth the total expenditure needed for the restoration and repair based upon a fixed price contract with a reputable builder; (iii) the plans and specifications and all other aspects of the proposed restoration and repair be subject to Beneficiary's approval in the exercise of its reasonable discretion; (iv) Trustor commence restoration and repair of the damaged Property only after

Beneficiary shall have notified Trustor in writing that the use of proceeds for restoration and repair is allowable under this paragraph 3, that the required safeguards, procedures and assignments described in this paragraph 3 are in place and that the plans and specifications and all other aspects of the proposed restoration have been approved by Beneficiary, and Trustor shall thereafter proceed diligently with the restoration and repair until completed; (v) disbursements be made from the escrow account for the restoration and repair in accordance with a disbursement schedule; and (vi) all funds held in the escrow account be assigned to Beneficiary as further security for the Obligation. Any insurance proceeds not used for repair or restoration of the Property shall be applied to the last maturing installment of principal due and owing under the Note. The Property as rebuilt or restored shall be of at least equal value and substantially identical character as prior to the damage or destruction.

(c) Upon (i) Beneficiary's receipt of a trustee's deed or sheriff's deed to any portion of the Real Property, (ii) the taking by Beneficiary (or a receiver) of possession of the Property, or (iii) a conveyance in lieu of foreclosure, all right, title and interest of Trustor in and to any property damage and casualty insurance policies then in force, including any right to unearned premiums, shall inure to the benefit of and pass to Beneficiary (or the receiver, as appropriate) and, upon sale, to the purchaser of the Property. Trustor hereby irrevocably appoints Beneficiary and its successors and assigns as its duly constituted attorneys-in-fact, with full power of substitution, to transfer and assign such policies upon the occurrence of any of such events.

4. Payment of Taxes, Assessments and Other Liens or Charges. At least five (5) days prior to delinquency, Trustor shall pay or cause to be paid to the proper officials or persons all taxes and assessments, general or special, of every nature and description (including assessments, dues, use fees and charges for water) that shall have been levied or assessed on the Property and, upon Beneficiary's request, shall deliver to Beneficiary receipts evidencing such payments. If the Real Property or any lot or parcel thereof is part of a larger tax or assessment parcel, Trustor shall, as soon after recordation of this Fourth Deed of Trust as is reasonably possible, cause the tax or assessment parcel to be split or amended so that its boundaries correspond to the boundaries of the Real Property and its lots or parcels. Trustor may contest in good faith the validity or amount of any tax, assessment or governmental charge by appropriate proceedings provided by law, including payment of the tax, assessment or charge under protest, if required, provided that: (a) no event of default has occurred under the documents evidencing the Senior Loan or Letter of Credit or WSHFC; (b) Trustor promptly pays any sums found to be due upon a final determination of the contested tax, assessment or governmental charge; and (c) prior to any such contest, Trustor shall furnish Beneficiary a cash deposit, bond or other security, in amount and form satisfactory to Beneficiary, to protect Beneficiary against the sale or forfeiture of, or creation of a lien against, the Property. Trustor shall not consent to, or vote in favor of, the inclusion of any portion of the Real Property in a special improvement, assessment, community facilities or similar district without Beneficiary's prior written consent. Trustor shall provide Beneficiary with prompt notice of any notification that Trustor may receive from any governmental authority or other person of any intent or proposal to form such a district that may include any portion of the Real Property, and Beneficiary shall have the right to object to the same, and to otherwise appear and participate in hearings and other proceedings, in its own name or in Trustor's name. Trustor shall pay or cause to be paid when due all charges for water, water

delivery, gas, electric power and light, telephone, sewer, waste removal, bills for repairs, and all other claims, encumbrances and expenses incident to the ownership and occupancy of the Property.

5. Impounds.

(a) At any time requested by Beneficiary following the occurrence of an Event of Default or an event which with notice or lapse of time or both would be an Event of Default, and only in the event that Trustor has not established a deposit with Senior Lender pursuant to the terms of the First Mortgage [or with Bank pursuant to the Letter of Credit], Trustor shall deposit with Beneficiary, in monthly installments, sufficient funds (as determined by Beneficiary) to enable Beneficiary to pay one month before delinquency all taxes, assessments and insurance premiums due with respect to the Property. Each such installment shall be equal to the amount of estimated taxes and assessments, and premiums for such insurance, next due (as estimated by Beneficiary), less all installments already paid therefor, divided by the number of months that will elapse before one month prior to the date when such taxes and assessments or premiums shall become delinquent. If amounts paid to Beneficiary under provisions of this paragraph 5 are insufficient to discharge the obligation of Trustor for such taxes, assessments or premiums as the same become due, Trustor shall pay to Beneficiary upon demand such additional sums as may be required to fully pay and discharge those items.

(b) To the extent deposits are received by Beneficiary and used to pay taxes, assessments and premiums pursuant to this paragraph 5, such payments shall satisfy Trustor's obligations to pay such taxes, assessments and premiums pursuant to paragraphs 3 and 4 hereof. Any excess funds remaining after payment of all items before delinquency may be remitted to Trustor, or, if an Event of Default or an event which with notice or lapse of time or both would be an Event of Default then exists, credited on the Obligation.

(c) Nothing in this paragraph 5 shall release Trustor from, or shift to Beneficiary, the obligation to pay taxes, assessments and insurance premiums as the same become due and payable, or be construed to cause Beneficiary to become a trustee of amounts deposited with Beneficiary provided that so long as there exists no event which with notice or lapse of time or both would be an Event of Default or Event of Default, moneys held by Beneficiary pursuant to this paragraph 5 may be used only for the payment of taxes unless released to Trustor. Deposits made under this paragraph 5 may be commingled with Beneficiary's general corporate funds, and Beneficiary shall hold those deposits without the payment of interest. All amounts paid and deposited hereunder are hereby assigned to Beneficiary as additional security for the Obligation. If any Event of Default occurs, Beneficiary may, at its sole option, apply all or any portion of such deposits to the cure or partial cure of the Event of Default without waiver of or prejudice to the rights of Beneficiary arising by virtue of such Event of Default, or to the payment of principal and interest on the Obligation, in lieu of applying such deposits for any other purposes.

(d) At Beneficiary's request, Trustor shall cause to be furnished to Beneficiary a tax reporting service contract satisfactory in nature and duration, and with a company, satisfactory to Beneficiary, with respect to the Real Property.

6. Eminent Domain. The provisions of this section are subject to the terms and conditions of the First Mortgage, the Letter of Credit and the Commission Loan. Any award or payment of damages or compensation in connection with any private trespass or injury to the Property, exercise of the right of eminent domain or any condemnation proceeding for public use of or injury to the Property or any part thereof, or any right or interest therein, is hereby assigned and payable to Beneficiary, which may apply or release all or any portion of such award, compensation or damages received by it (net of the costs and expenses incurred by Beneficiary in collecting such amounts) in the same manner, upon the same conditions and with the same effect as provided in paragraph 3(b) of this Fourth Deed of Trust for the disposition of proceeds of fire or other insurance, as if references in paragraph 3(b) above to insurance proceeds instead referred to condemnation awards (or amounts paid in lieu thereof) and references to damage and casualty loss instead referred to the taking by condemnation or power of eminent domain (or conveyance in lieu thereof); provided that: (a) any award or compensation attributable to land or to improvements that will *not* be reconstructed shall be applied to the Obligation; and (b) if any condemnation or taking renders the remaining portions of the Property unsuitable, in the judgment of an independent architect acceptable to Beneficiary and engaged by Trustor, for further development in accordance with the plans and specifications submitted to and approved by Beneficiary as described in paragraph 3(b) above, the entire award or compensation shall be applied to the Obligation. Beneficiary shall be entitled to join and participate in any eminent domain or condemnation proceedings, including the negotiation and adjudication of any damages, award or settlement, and no stipulation or agreement shall be entered into by Trustor without the prior consent and approval of Beneficiary. Trustor shall pay or reimburse to Beneficiary the legal expenses, appraisal and expert witness fees incurred by Beneficiary and any other direct and out-of-pocket costs incurred by Beneficiary because of such eminent domain and condemnation proceedings. If a cash bond or deposit is to be received by Trustor for the immediate possession of the Property, all sums paid shall be applied by Trustor to the Obligation, unless otherwise agreed by Beneficiary. Notwithstanding any application of sums paid, only Trustor shall be the withdrawing party of sums paid for the purpose of determining any liability for return of any such cash bond or deposit, and Trustor shall promptly satisfy any claim with respect to any such liability and shall save and hold Beneficiary harmless from any claim for return of such cash bond or deposit, including any claim asserted after the release and reconveyance of this Fourth Deed of Trust. Any condemnation proceeds not used for repair or restoration of the Property shall be applied to the last maturing installment of principal due and owing under the Note.

7. Assignment of Rents, Profits and Leases.

(a) Trustor represents and warrants to Beneficiary (and to any title insurance company which insures the lien of this Deed of Trust) that, as of the time of recordation of this Deed of Trust, no recorded or unrecorded lease or rental agreement exists that affects any portion of the Property except those previously disclosed to, and approved by, Beneficiary.

(b) Subject to the rights of Senior Lender under the First Mortgage and Bank under the Letter of Credit and WSHFC, all existing and future rents, revenues, income, receipts, issues and profits of the Property and now or hereafter arising out of any Leases (hereinafter

defined) (collectively, “Rents”) and the entire right, title and interest of Trustor (including the right to exercise any landlord’s liens under the provisions of any Lease or under Chapter 59.18 of the Revised Code of Washington (“RCW”) and any and all other rights and remedies to which Trustor would be entitled under any Lease or by law) in and under all present and future rental agreements, leases, subleases, licenses and all other agreements for the use and occupancy of all or any portion of the Property, including those described in subparagraph (a) above (including rights in any security deposits and advance rentals held for the benefit of Trustor), together with any extensions, renewals and modifications thereof (collectively, “Leases”), are hereby absolutely assigned and transferred to Beneficiary. Beneficiary is authorized to give notice of this assignment, and Trustor agrees to execute, and to cause its property managers and affiliates to execute, any and all further instruments that Beneficiary may require to perfect this assignment. Any provision hereof notwithstanding, so long as no Event of Default exists, Trustor shall have a license to collect assigned Rents as the same shall fall due. However, upon the occurrence of any Event of Default, all right of Trustor to collect or receive such Rents (including those past due and unpaid) shall terminate, whereupon Beneficiary shall be entitled to demand and receive the payment of such Rents (including those past due and unpaid), and to proceed against any lessee or tenant (or its property) and/or any guarantors of the obligations of any lessee or tenant. In such event, Trustor directs and authorizes the lessees and tenants of the Property and any guarantors to make to Beneficiary all payments required under the applicable Leases. Trustor hereby relieves any and all lessees and tenants from any liability to Trustor that Trustor might otherwise assert by reason of the lessee/tenant’s making such payment to Beneficiary. All Rents collected by Beneficiary may be applied for the following purposes in any manner and order that Beneficiary deems advisable:

- (i) To the payment of all taxes and assessments levied against the Property if provision for paying those items has not otherwise been made;
- (ii) To the payment of construction and development and current operating costs and expenses (including management fees, sales taxes, repairs, maintenance and necessary acquisitions of property and expenditures for capital improvements) arising in connection with the Property;
- (iii) To the payment of any amounts due and owing to Beneficiary under the terms of the Obligation;
- (iv) To the payment of any lease payments under any ground lease or amounts secured by any other mortgage or deed of trust on the Property approved by Beneficiary; and
- (v) Any remainder to Trustor or its designee or other assignee.

Receipt by Beneficiary of Rents shall not constitute a waiver of any other right that Beneficiary may have under this Fourth Deed of Trust or the laws of Washington, nor shall the receipt and application thereof cure any Event of Default or any event which with notice or lapse of time or both would be an Event of Default or affect any foreclosure proceeding or any sale authorized by this Fourth Deed of Trust or the laws of Washington.

(c) Except as expressly permitted by the Loan Agreement or this Fourth Deed of Trust, Trustor shall not, without Beneficiary's prior written consent: (i) assign any of the Rents; (ii) collect any unreasonably large security deposits or any rent for more than one month in advance; (iii) change the general nature of the occupancy; (iv) initiate or acquiesce in any zoning reclassification; (v) terminate or accept a surrender of any Lease (except in the ordinary course of business in the exercise of Trustor's sound business judgment); (vi) amend or modify any Lease other than as allowed in the Loan Agreement, or to grant any options to purchase or renew or any rights of first refusal; (vii) subordinate, or permit the subordination of, any Lease to the lien of a mortgage or deed of trust that is junior to this Fourth Deed of Trust; or (viii) take, fail to take or suffer any action that would impair the security for the Obligation or Beneficiary's interest in the Property or the Rents. Any action taken in violation of the foregoing sentence shall be null and void. Trustor shall fully and timely perform all of the obligations of the landlord under all Leases of any portion of the Property and shall enforce, short of termination, the performance by all lessees and tenants of all of their obligations under the Leases.

(d) Beneficiary shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Trustor under any Lease, and Trustor hereby agrees to indemnify and hold Beneficiary harmless from any and all liability arising from any of the Leases or from the assignment contained in this paragraph 7. Unless Beneficiary exercises its rights pursuant to paragraph 17 and, as a result, applicable law imposes such an obligation upon Beneficiary, this paragraph 7 shall not obligate Beneficiary to manage, care for or repair the Property or make Beneficiary liable for any loss or damage to any tenant, invitee, employee, licensee or any other person resulting from the failure to properly manage, care for or repair the Property.

(e) In the event that Beneficiary exercises its rights to possess and exclude Trustor from the Property pursuant to paragraph 18 of this Fourth Deed of Trust, Beneficiary shall have full power and authority to employ such measures as it may deem necessary or advisable, in its sole discretion, to enforce the payment or security of the Rents, including actions for the recovery of rent, actions in forcible detainer and in distress for rent, and with full power: (i) to cancel or terminate any Lease for any reason that would entitle Trustor to cancel or terminate the same; (ii) to disaffirm any Lease which is subordinate to the lien of this Fourth Deed of Trust; (iii) to extend or modify any then existing Lease and to enter into new Leases, which extensions, modifications and new Leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the Note and beyond the date of issuance of a deed(s) to a purchaser(s) at a judicial or nonjudicial foreclosure sale, Trustor agreeing that any such Leases, and the options or other such provisions contained therein, shall be binding upon Trustor and all persons whose interests in the Property are subject to the lien of this Fourth Deed of Trust and upon the purchaser(s) at any foreclosure sale, notwithstanding any redemption, discharge or satisfaction of the Obligation or any judgment in foreclosure rendered thereon, or issuance of any certificate of sale or deed to any purchaser(s); (iv) to undertake and complete all repairs, decorating, renewals, replacements, alterations, additions and improvements to the Property as Beneficiary may deem necessary or advisable; (v) to insure the Property and all risks incidental to Beneficiary's possession, operation and management thereof; and (vi) to receive all of the Rents.

8. **[RESERVED].**

9. **Uniform Commercial Code Filings.**

(a) The filing of one or more financing statements in the records relating to personal property shall in no way derogate or impair Beneficiary's priority or rights on default to exercise either its rights and remedies as a Beneficiary of this Fourth Deed of Trust or as a secured party with respect to personal property under the Washington Uniform Commercial Code (the "UCC") in connection with the items of the Property covered by the UCC. This Fourth Deed of Trust is intended to and shall create a security interest in favor of Beneficiary in those items of the Property which are covered by the UCC, although such items are to be considered fixtures to the fullest extent permitted by law.

(b) In the event Beneficiary proceeds under the UCC against any personal property encumbered by this Fourth Deed of Trust, unless the Property is perishable or threatens to decline speedily in value, five (5) days' notice to Trustor or any other "debtor" described in the UCC shall constitute commercially reasonable notice. Beneficiary shall also be entitled to proceed as to both the Real Property and all personal or mixed Property and all fixtures in accordance with Beneficiary's rights and remedies with respect to the Real Property as provided by Title 62A RCW.

(c) This Deed of Trust constitutes a security agreement and a financing statement (fixture filing) and it is hereby recited (to the extent that such recitation is required by Title 62A RCW because any portion of the Property may constitute fixtures) that this Deed of Trust is to be filed in the office where a mortgage on the Real Property would be recorded, which is the office of the Auditor of Spokane County, Washington. Trustor is the record owner of the Real Property. This Fourth Deed of Trust is subject to all Washington laws relating to mortgages on real property, as provided in RCW 61.24.020.

(d) Trustor hereby certifies, with the understanding that Beneficiary will rely upon such certifications in making the loan secured hereby and determining the proper locations in which to make filings to perfect its security interest in the Property and conduct searches for the liens of potential competing creditors, and in including in Beneficiary's filings the identifying information required by law: (i) the exact legal name of Trustor is as set forth on page one of this Fourth Deed of Trust; (ii) Trustor is a limited liability company formed under the laws of the state of Washington; (iii) Trustor's mailing address is as set forth on the first page of this Fourth Deed of Trust; (iv) Trustor's state-issued organizational identification number is 604-095-658; (v) Trustor's federal tax identification number is 82-0696046; (vi) Trustor does not use any other names (including trade names) other than their names set forth on page one of this Fourth Deed of Trust, and is the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization to any other entity; (vii) no effective financing statements, other than those filed in connection with the Senior Loan and Letter of Credit, are on file in the office of any Secretary of State, County Recorder or other public office naming Trustor as debtor and describing any of the Property as collateral; (viii) except as expressly permitted in the Loan Agreement without the requirement to obtain Lender's consent, Trustor will obtain Beneficiary's consent prior to becoming involved in any merger, acquisition, dissolution or other change in Trustor's business form or name, or prior to moving to another jurisdiction, which consent shall

not be unreasonably withheld, except with respect to a dissolution; and (ix) Trustor hereby authorizes Beneficiary to file in the appropriate filing offices and jurisdictions one or more financing statements describing as collateral "all assets" of Trustor, or otherwise describing the collateral set forth herein.

(e) All items of the Property constituting tangible personal property shall be kept on the Real Property and shall not be removed therefrom without the prior written consent of Beneficiary, except for items consumed or worn out in ordinary usage and replaced as described in paragraph 2 hereof.

(f) Upon the occurrence of any Event of Default, in addition to any other remedies available under the Related Documents or applicable law: (i) Beneficiary may enter upon the Real Property to take possession of, assemble and collect any or all personal property collateral or to render it unusable; and (ii) Beneficiary may require Trustor to assemble such collateral and make it available at a place designated by Beneficiary which is mutually convenient to allow Beneficiary to take possession or dispose of such collateral.

10. Replacement or Addition of Fixtures or Personal Property Subject to Encumbrance. Trustor shall provide written notice to, and obtain the consent of, Beneficiary prior to replacing, adding or installing any fixture or personal property constituting (or that will thereafter constitute) a portion of the Property if such fixture or personal property is or may be subject to a security interest held by a seller or any other party (other than Senior Lender) under the UCC. Trustor's failure to give notice shall constitute a material breach of this Fourth Deed of Trust and an Event of Default. In the event any such fixture or personal property is subject to a security interest held by a seller or other party, whether or not Trustor shall have given to Beneficiary the notice described above, Beneficiary may, at its option, at any time, pay the balance due to satisfy such security interest, and the amount so paid, together with any hazard insurance premiums paid by Beneficiary with respect to that property, shall be a lien on the Property, shall be added to the Obligation and shall be payable on demand, together with interest from the date of advance until paid at the then effective Default Rate (defined in the Note). The foregoing amounts shall also be guaranteed by any guarantee(s) now or hereafter relating to the Obligation. Beneficiary shall have the right to acquire by assignment from the holder of any such security interest any and all contract rights, accounts, chattel paper, negotiable instruments, or other evidence of Trustor's indebtedness for such fixture or personal property and, upon acquiring any such interest by assignment, Beneficiary shall have the right to enforce the security interest as assignee thereof in accordance with the laws of Washington. Whether or not Trustor gives notice as described above, and whether or not Beneficiary pays or takes an assignment of any such security interest, Trustor shall pay prior to delinquency, and shall not permit any default to occur in the payment of, any moneys due under the security agreement covering such fixture or personal property, and any such nonpayment or default shall constitute an Event of Default. Should the lien and security interest of this Fourth Deed of Trust be subject to a prior security interest with respect to any of the Property, all of Trustor's right, title and interest in and to any deposits made in connection with the transaction creating the prior security interest are hereby assigned to Beneficiary, together with the rights and benefits previously or hereafter obtained by reason of any payments made with respect thereto. As used in this paragraph 10, the term "security interest" shall include a lease.

11. Actions or Proceedings Affecting Property; Duty to Appear. Trustor agrees to appear in and prosecute or defend any action or proceeding that may affect the priority of this Fourth Deed of Trust or the security, rights or powers of Beneficiary hereunder or that seeks to impose liability on Trustee or Beneficiary because of any act or omission of Trustor, and Trustor shall pay all costs and expenses (including the cost of searching title) and attorneys' fees incurred in such action or proceeding. Beneficiary may appear in and defend any action or proceeding purporting to affect the security or priority hereof or the rights or powers of Beneficiary. Beneficiary may, if Beneficiary reasonably determines that Trustor is failing or will fail to do so, pay, purchase, contest or compromise any adverse claim, encumbrance, charge or lien which, in the judgment of Beneficiary, appears to be prior or superior to the lien of this Fourth Deed of Trust. All amounts paid, suffered or incurred by Beneficiary in exercising the authority granted in this Fourth Deed of Trust, including reasonable attorneys' fees, shall be added to the Obligation, shall be a lien on the Property and shall be due and payable by Trustor to Beneficiary on demand, together with interest from the date of advance until paid at the then effective Default Rate. The foregoing amounts shall also be guaranteed by any guarantee(s) now or hereafter relating to the Obligation.

12. Additional Documents. Trustor agrees to execute and deliver to Beneficiary, upon demand, any additional agreements, instruments or documents that Beneficiary deems reasonably necessary on a conservative basis to secure to Beneficiary any right or interest granted or intended to be granted to Beneficiary under this Fourth Deed of Trust. In the event any rights, easements or other hereditaments shall hereafter become appurtenant to any part of the Property, they shall become subject to the lien of this Fourth Deed of Trust.

13. Sale, Lease or Conveyance by Trustor.

(a) Except for encumbrances made in connection with the Senior Loan, the Letter of Credit and the Commission Loan and except as permitted by the Loan Agreement, Trustor shall not sell, transfer, lease, assign, convey or further encumber (including granting any easements or other interests affecting title to the Property) or pledge or hypothecate any of its interest in all or any portion of the Property, voluntarily, involuntarily or by operation of law, without the prior written consent of Beneficiary, which Beneficiary may withhold in its sole and exclusive discretion. Beneficiary may require as a condition of its consent a change in the terms and conditions of repayment of the Obligation, including payment of a fee, an increase in interest rate payable and/or a reduction in the time remaining prior to the maturity date. For the purposes of this paragraph 13, a change in the control or management or ownership of Trustor, or the transfer of fifty (50%) percent of the ownership or voting interests in Trustor, or the dissolution of Trustor, shall be deemed a transfer of the Property which gives Beneficiary the right to exercise the remedies set forth herein.

(b) Trustor shall give Beneficiary ten (10) business days' prior written notice of any proposed transaction which requires Beneficiary's consent, and Trustor shall furnish to Beneficiary such information as Beneficiary may reasonably require. Beneficiary may require, as a condition of its consent to any transfer or conveyance of the Property or any portion thereof, that: (i) any person succeeding to an ownership interest in the Property or any portion thereof assume personal liability for the payment and performance of the Obligation; (ii) Trustor confirm

its continuing obligation and liability for the payment and performance of the Obligation; (iii) Trustor shall have obtained and provided to Beneficiary evidence of the consent of all guarantors of the payment of the Obligation or any portion thereof or the completion of the improvements to be constructed or any portion thereof to the transfer and their acknowledgement that the transfer will not in any manner impair the validity or effectiveness of their respective guaranties; (iv) Trustor provide to Beneficiary such documentation, title insurance endorsements, opinions of counsel and other items as Beneficiary may determine are reasonably required or prudent to assure that Beneficiary's rights under Beneficiary's loan documents are maintained in full force and effect and are not impaired; (v) Trustor execute such financing statements and other documents as Beneficiary may require in its conservative discretion in order to continue the perfected status of its security interests with respect to the Property; (vi) Trustor or the transferee reimburse Beneficiary for its reasonable legal expenses in connection with the consideration and documentation of the transfer and assumption; and (vii) no Event of Default or event which with notice or lapse of time or both would be an Event of Default shall then exist. Consent to any transaction shall in no way obligate Beneficiary to subordinate the lien of this Fourth Deed of Trust to any interest created by such sale, transfer, lease, assignment, conveyance, encumbrance or other disposition.

(c) If the ownership of the Property or any portion thereof becomes vested in any person other than Trustor, Beneficiary may deal with such successor(s) in interest with reference to the Obligation and this Fourth Deed of Trust in the same manner as with Trustor, without in any way vitiating or discharging Trustor's liability hereunder or for payment of the Obligation. However, the foregoing sentence shall in no way constitute or imply Beneficiary's consent to any transfer of the ownership of the Property or any portion thereof.

14. Changes or Modification of Applicable Tax Laws. In the event of the imposition after the date of this Fourth Deed of Trust of any law of the United States of America, the State of Washington, or any other domestic or foreign governmental authority claiming to have jurisdiction, deducting from the value of real property for the purposes of taxation or assessment any lien thereon or changing in any way the taxation of mortgages, deeds of trust or of debts secured by mortgages or deeds of trust or the manner of the collection of any such taxes, and imposing a tax or assessment, either directly or indirectly on this Fourth Deed of Trust or the Note, the sums evidenced or secured thereby or the interest payable thereon, Trustor shall pay the entire tax or assessment in addition to all other payments required hereunder and shall pay any such tax or assessment thereafter levied or assessed against the Real Property. The provisions of this paragraph 14 shall not apply to changes in federal and state income tax laws.

15. Estoppel Certificate/Record Inspection.

(a) Trustor, within ten (10) business days after written request by Beneficiary, will furnish to Beneficiary a written statement, duly acknowledged, of the amount of the Obligation and whether any offsets or defenses exist against the Obligation and such other matters as Beneficiary may reasonably request.

(b) On reasonable prior written notice, Trustor will permit Beneficiary or its representatives from time to time to examine within the county in which the Real Property is

located all books and records and agreements of Trustor pertaining to any portion of the Property while the Obligation is unpaid.

16. Substitute Performance. Should Trustor fail to pay or perform any portion of the Obligation, then Beneficiary, without obligation to do so and without releasing Trustor from any portion of the Obligation, upon five (5) days' prior written notice (or such shorter period as is reasonably practicable under the circumstances) to Trustor, may pay or perform the same in such manner and to such extent as Beneficiary, in its sole good faith discretion, may deem necessary on a conservative basis to protect the security hereof. Beneficiary shall be authorized to enter upon the Property for such purposes. All expenses or charges that Beneficiary may incur in connection with the care or preservation of the Property or any part thereof at any time, or the payment of any taxes, assessments, insurance premiums, or encumbrances levied upon or attaching to the Property or any portion thereof or interest therein, or any cost of redemption thereon, or any sums of money, charges, expenses or fees which Beneficiary may pay pursuant to any provision hereof or of the Loan Agreement, shall be added to the Obligation, shall be payable by Trustor on demand, and shall bear interest at the then effective Default Rate from the date of advance until paid. The foregoing amounts shall also be guaranteed by any guarantee(s) now or hereafter relating to the Obligation.

17. Events of Default; Acceleration; Remedies. Subject only to the applicable notice and cure provisions set forth in the Loan Agreement, upon the occurrence of any Event of Default (defined in the Loan Agreement), and at any time thereafter while such Event of Default is continuing, Beneficiary may declare the Obligation to be immediately due and payable, and Beneficiary may exercise any one or more of the rights and remedies described herein and in the other Related Documents.

18. Beneficiary's Right to Possession. Following the occurrence of an Event of Default, then Beneficiary shall, at its option, be entitled to the immediate possession of the Property, with the right to manage the same as a mortgagee in possession, to operate any business thereon at the expense of and for the account of Trustor, and to collect and apply the Rents as described in paragraph 7 hereof. Trustor and all persons claiming under Trustor shall, upon demand, immediately deliver possession of the Property to Beneficiary or its assigns. Beneficiary shall not be liable to Trustor for any obligation or charge in dealing with the Property as a mortgagee in possession (other than for loss caused by Beneficiary's gross negligence or willful misconduct or that of Beneficiary's employees, agents and representatives). Nothing in this paragraph 18 shall impose upon Beneficiary: (a) any duty, obligation or responsibility for the control, care, management or repair of the Property, or for complying with or enforcing any of the terms and conditions of any lease agreement; or (b) any responsibility or liability for any waste committed on the Property by the tenants or by any other persons, for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss, injury or death to any tenant, licensee, employee or other person.

19. Appointment of a Receiver. Following the occurrence of an Event of Default, a receiver may be appointed, with or without notice, whereupon the receiver shall immediately be entitled to possession of all of the Property. Beneficiary's right to a receiver shall be absolute

and unconditional. The receiver may be appointed without regard to the adequacy of any security for the Obligation and Trustor shall immediately surrender possession of the Property to the receiver upon his appointment. The receiver shall have the right to take possession of the Property, to collect the Rents therefrom, to complete the construction of any structures or improvements in progress thereon, to rent the Property or any part thereof, to operate any business thereon, and to exercise such other rights as may be granted by the court pending such proceedings, and up to the time of redemption or issuance of a Trustee's or Sheriff's Deed. Rents shall be applied to the costs and expenses of the receiver and the receivership, including costs of construction, and the balance shall be applied in the manner described in paragraph 7 hereof. The receiver shall have the power to borrow money from any person, including Beneficiary, for expenses of operating, preserving, maintaining and caring for the Property, and completing the construction in progress of any improvements or structures upon the Property, and all such borrowed sums, together with interest thereon, whether expended or not, shall be added to the Obligation. The receiver may expend such borrowed money for the purposes described in this paragraph 19 during any redemption period and, upon any redemption, any unexpended amounts of such borrowed money shall be credited on the redemption price of the Property. In addition, any costs incurred, or advances made, by Beneficiary in connection with the implementation or operation of the receivership, shall be added to the Obligation, bear interest at the Default Rate, be guaranteed by any guarantee(s) now or hereafter relating to the Obligation and be secured by this Deed of Trust.

20. Additional Remedies of Beneficiary; No Waiver. In addition to any remedies provided herein for breach or default hereof, Beneficiary shall have all other remedies allowed or provided for under or described in the Loan Agreement, the Note and all other writings executed or delivered in connection with the Obligation, or available under applicable law. Any one or more rights and remedies available to Beneficiary may, at its option, be sought and exercised concurrently or consecutively, and in inconsistent proceedings, whether legal or equitable. Beneficiary's failure to exercise any of its rights upon any default or breach shall not prejudice its rights in the event of any other or subsequent default or breach. Beneficiary's delay in exercising any rights shall not preclude it from exercising the same at any time during the continuance of such default or breach. By accepting any performance or payment of any portion of the Obligation after its due date, Beneficiary shall not waive the agreement contained herein that time is of the essence hereof, nor shall Beneficiary waive its rights to require prompt performance or payment when due of the remainder of the Obligation or to consider failure to so perform or pay a default hereunder.

21. Sale by Trustee Pursuant to Power of Sale; Judicial Foreclosure. If any Event of Default occurs, then, upon the giving of notice of the time and place of sale in the manner provided by law, the Property may be sold by Trustee in the manner provided by law under the power of sale conferred hereby. The mailing address of Trustor for the purpose of mailing a copy of the notice of sale shall be the address specified above with Trustor's name, unless a subsequent request for notice of sale specifying a different address is recorded in the manner provided by law. In lieu of sale pursuant to the power of sale conferred hereby, this Fourth Deed of Trust may, at Beneficiary's election, be foreclosed in the same manner provided by law for the foreclosure of mortgages on real property. Any cure periods provided in this Fourth Deed of

Trust, the Note, or the other Related Documents may, at Lender's sole option, run concurrently with any statutory cure periods.

22. Attorneys' Fees and Expenses; Failure of Trustor to Vacate. If any sale proceeding, lawsuit or arbitration is commenced, or any attorney is retained to collect any amounts secured hereby or to enforce any rights granted Beneficiary hereunder (regardless of whether an action is actually commenced), Trustor shall pay Beneficiary's reasonable attorneys' fees and costs (to be determined by the court or arbitrator and not by jury, in the case of litigation or arbitration) incurred in enforcing its rights under the Note, this Fourth Deed of Trust, the Loan Agreement and Beneficiary's other loan documents, any guaranty now or hereafter relating to the Obligation and any other agreements which evidence, secure or guarantee all or any portion of the Obligation, and Trustee's reasonable attorneys' fees, Trustee's fees and its costs and expenses in connection with any sale proceedings or lawsuit. In addition, Trustor shall pay a reasonable fee for title searches, foreclosure reports, trustee's sale guaranties, litigation guaranties, publication costs, environmental assessments or appraisal reports made or obtained either (i) in preparation for and in the conduct of any such proceedings or suit, or (ii) to evidence to potential bidders at any judicial or nonjudicial sale pursuant to this Fourth Deed of Trust the true condition of title to or the value of the Property or any portion thereof. All of the foregoing fees and expenses shall be payable on demand, added to the Obligation and secured by this Fourth Deed of Trust, shall be included in any judgment or arbitration award obtained by Beneficiary and shall be paid to Beneficiary as part of any reinstatement tendered hereunder. If Trustor fails to vacate the Property following foreclosure or sale, Trustor shall be a tenant at sufferance and subject to an action for forcible entry and detainer, wherein Beneficiary shall be entitled to collect from Trustor, in addition to all other amounts due hereunder, a reasonable rental for the Property during the period of such holding over at sufferance. The foregoing amounts shall also be guaranteed by any guarantee(s) now or hereafter relating to the Obligation.

23. Sale of Property in Whole or in Separate Parcels; Right of Beneficiary to Buy. In the event of a trustee's sale or foreclosure sale, the Property may be sold, at the option of Beneficiary or Trustee, in whole or in separate parcels, and Beneficiary or Trustee may bid and become the purchaser at any such sale. Trustee shall deliver to any such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in any such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. The proceeds of the sale shall be applied as provided by law. The purchaser at the Trustee's sale shall be entitled to immediate possession of the Property. Title to all insurance policies and the proceeds thereof shall vest in and become the property of the purchaser at any such sale, as provided in paragraph 3(c) hereof. The power of sale under this Fourth Deed of Trust shall not be exhausted by any one or more sales or attempted sales as to all or any portion of the Property remaining unsold, but shall continue in full force and effect until all of the Property shall have been sold by exercise of the power of sale in this Fourth Deed of Trust and the Obligation has been fully paid and performed.

24. Effect of Foreclosure on Existing Leases. Upon any sale of the Property under this Deed of Trust, any Lease that is subordinate to the lien of this Fourth Deed of Trust shall remain in effect, the purchaser thereby being subrogated to Trustor's interest therein, unless the purchaser elects to treat any such Lease as terminated by virtue of the sale under the prior lien

and charge of this Fourth Deed of Trust, unless a separate non-disturbance agreement executed by Beneficiary precludes such termination.

25. Reconveyance of Property. Upon (a) written request of Beneficiary stating that the entire Obligation has been paid, (b) surrender of this Fourth Deed of Trust and the Note to Trustee for cancellation and retention, and (c) payment of Trustee's fees, Trustee shall reconvey the Property without warranty. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." In lieu of execution of a reconveyance by Trustee, Beneficiary may execute a release and reconveyance on behalf of Trustee, whereupon title shall be vested in Trustor or other persons legally entitled thereto, and this Fourth Deed of Trust shall be void and of no further force or effect. Beneficiary (or Trustee, if Beneficiary elects not to charge a fee) may charge a release fee not to exceed \$250 upon the discharge of the Obligation and release of this Fourth Deed of Trust.

26. Partial Reconveyance by Trustee; Dedications and Easements.

(a) At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Fourth Deed of Trust and the Note, without affecting the personal liability of any person for payment or performance of any portion of the Obligation or the lien or priority of this Fourth Deed of Trust, Trustee may reconvey any part of the Property, consent to any rezoning or the making of any map or plat thereof, join in granting any easement or dedication thereon or in creating any covenants, conditions or restrictions affecting the use or occupancy of the Property, or join in any extension agreement or agreement subordinating the lien or charge hereof.

(b) So long as no Event of Default or an event which with notice or lapse of time or both would be an Event of Default then exists, and Trustor obtains any required written joinders or consents from any other parties who have interests in any relevant portions of the Real Property, Beneficiary shall not unreasonably withhold its consent to, approval of or joinder (on a quitclaim basis only, without creating potential liability for Beneficiary) in any customary and standard roadway or utility easements or similar dedications that are reasonably necessary to complete the improvements, or to otherwise properly develop the Real Property, or to satisfy any customary and standard Legal Requirements. To the extent any such easements or dedications are granted or made without receipt by Trustor of consideration therefor, Beneficiary shall provide appropriate partial releases from the lien of this Fourth Deed of Trust without charge to Trustor except for the reimbursement of any Beneficiary costs and expenses in connection therewith.

27. Acceptance of Trust; Trustee Resignation; Notification of Sale. Trustee accepts the trust created hereby, which shall be irrevocable by Trustor, when this Fourth Deed of Trust, executed and acknowledged, is recorded as provided by law. Trustee may resign at any time by giving notice thereof to Beneficiary as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party, unless brought by Trustee.

28. Successor Trustee. Beneficiary may, from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, in the manner provided by law. Such writing, upon recordation, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the predecessor Trustee, succeed to all its title.

29. Additional Security. The taking or acceptance of this Fourth Deed of Trust by Beneficiary shall in no event be considered to constitute a waiver of, or in any way affect or impair, any other security that Beneficiary may have, acquire simultaneously herewith, or hereafter acquire for the Obligation, nor shall the taking at any time by Beneficiary of any such additional security be construed to constitute a waiver of, or in any way affect or impair, the security of this Fourth Deed of Trust. Beneficiary may resort to its several securities for the payment of the Obligation in such order and manner as it may deem appropriate. Trustor, and any party hereafter claiming an interest in any portion of the Property by or through Trustor (other than Beneficiary), hereby waive any benefits under the doctrine of marshaling in the event of judicial or nonjudicial foreclosure under this Fourth Deed of Trust.

30. Construction of Agreement; Definitions. This Fourth Deed of Trust shall apply to the parties according to the context hereof, without regard to the number or gender of words or expressions used herein. The captions of paragraphs in this Fourth Deed of Trust are for convenience and reference only, and in no way define or limit the scope or intent of this Fourth Deed of Trust or the provisions of such paragraphs. This Fourth Deed of Trust shall be construed as a whole, in accordance with the fair meaning of its language, and, as each party has been represented by legal counsel of its choice or deliberately chosen not to be so represented, in the negotiation of this Fourth Deed of Trust, neither this Fourth Deed of Trust nor any provision thereof shall be construed for or against either party by reason of the identity of the party drafting the same. As used in this Fourth Deed of Trust, the term(s): (a) "include" or "including" shall mean without limitation by reason of enumeration; (b) "herein," "hereunder," "hereof," "hereinafter" or similar terms refer to this Fourth Deed of Trust as a whole rather than to any particular paragraph; (c) "person" includes a corporation, trust, partnership, limited liability company, association, governmental authority or other entity, as well as a natural person; (d) "Beneficiary" shall mean the holder at any time, including pledgees, of the Note or other writings secured hereby, whether or not named as Beneficiary herein; and (e) "Trustor" shall include all persons or entities named in this Fourth Deed of Trust as Trustors, severally and collectively, and any subsequent owner of all or any portion of the Property, and their liability under this Fourth Deed of Trust shall be joint and several (however, the foregoing shall in no way constitute or imply Beneficiary's consent to any transfer of the ownership of the Property or any portion thereof).

31. Time of the Essence; Successors and Assigns. Time is of the essence hereof. Without limitation of the restrictions on transfer described in paragraph 13 above, this Fourth Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, personal representatives, legatees, devisees, successors and assigns.

32. Governing Law; Waiver of Right to a Jury Trial. This Fourth Deed of Trust is delivered in, relates to real property located in, and shall be governed by and construed according

to the substantive laws and judicial decisions of Washington (regardless of Washington conflict of laws principles or the location, residence, domicile or place of business of Trustor or any constituent partner or principal thereof) and applicable federal laws, rules and regulations. **TO THE FULLEST EXTENT PERMITTED BY LAW, TRUSTOR AND BENEFICIARY EACH (A) COVENANT AND AGREE NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS FOURTH DEED OF TRUST OR THE RELATIONSHIP BETWEEN THE PARTIES AS TRUSTOR AND BENEFICIARY THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.**

33. Notices. Except as provided in paragraph 21 hereof with respect to Trustee's exercise of the power of sale contained herein or as otherwise required by law, all notices required or permitted to be given hereunder shall be given as provided in the Loan Agreement. Trustor shall provide Beneficiary with copies of all notices provided by Trustor to Senior Lender under any of the documents evidencing the Senior Loan.

34. Amendment. This Fourth Deed of Trust cannot be amended or changed except by a written agreement signed by Trustor and Beneficiary.

35. Severability; Enforceability.

(a) Each covenant, provision and condition of this Fourth Deed of Trust shall be interpreted so as to be valid and effective under applicable law. If any such covenant, provision or condition is held to be void or invalid, the same shall not affect the remainder hereof, which shall be valid and effective as though the void or invalid covenant, provision or condition had not been contained herein.

(b) Should this instrument be or ever become ineffective as a deed of trust, then it shall be construed and enforceable as a realty mortgage (with Trustor as the mortgagor and Beneficiary as the mortgagee).

(c) If the lien of this instrument is invalid or unenforceable (either as a deed of trust or as a realty mortgage) as to any part of the Obligation, or if the lien is invalid or unenforceable as to any portion of the Property, the unsecured or partially secured portion of the Obligation shall be completely paid prior to the payment of the remaining secured or partially secured portion of the Obligation. All payments made on the Obligation, whether voluntary or pursuant to foreclosure or some other enforcement action or procedure taken hereunder, shall be considered to have been first applied to the full payment of that portion of the Obligation which is not secured or fully secured by the lien of this instrument.

36. Subrogation. Beneficiary shall be subrogated to the rights and lien, whether or not released of record, of the owner or holder of each and every encumbrance or lien paid from the proceeds of the loan or advances secured hereby, and such loan or advances have been or will be advanced, if at all, at Trustor's request.

37. Incorporation of Exhibits. Any exhibit attached hereto is hereby incorporated herein and made a part hereof for all purposes, and references in this Fourth Deed of Trust to such exhibits shall be deemed to include this reference and incorporation.

38. Environmental Inspection Easement; Toxic Waste and Hazardous Substances; Indemnity.

(a) Trustor hereby grants and conveys to Beneficiary and Beneficiary's agents an easement to enter upon the Property at any time and from time to time, subject to the rights of, and taking reasonable precautions to avoid undue interference with the operations of, tenants in possession of portions of the Property, for the purpose of making such audits, tests, inspections and examinations, including subsurface exploration and testing, as Beneficiary in its sole and reasonable discretion considers to be necessary, convenient or proper to determine whether the ownership, use and operation of the Property and the conduct of the activities engaged in thereon are in compliance with federal, state and local environmental laws, rules and regulations. This easement shall exist and continue until the entire Obligation has been repaid in full. A release of this Fourth Deed of Trust shall evidence a termination of the easement granted herein. This easement is coupled with an interest and may not be revoked by Trustor or its successors or assigns (except for Beneficiary and Beneficiary's successors and assigns). Trustor acknowledges that no adequate remedy at law exists for a violation of the easement granted in this paragraph 38(a) and agrees that Beneficiary shall have the right to enforce this easement by equitable writ or decree, including temporary and preliminary injunctive relief. This easement is intended to be and shall be construed as an interest in the Property and as an easement in gross; it is not intended to be a personal right of Beneficiary or a mere license.

(b) Trustor shall indemnify and save and hold harmless Beneficiary and its successors and assigns for, from and against all claims, liabilities, proceedings, suits, losses, damages (including punitive damages), judgments and environmental response and clean up costs, fines, penalties and expenses (including reasonable counsel fees, costs and expenses incurred in investigating and defending against the assertion of any such liabilities, regardless of their merit), which may be asserted against, sustained, suffered or incurred by Beneficiary or its successors and assigns because of the existence of any such toxic or hazardous material, substance, waste, pollutant or contaminant or arising from any other violation of any governmental law, regulation or requirement now or hereafter in effect relating to human health or the safety or protection of the environment except to the extent caused by acts or omissions first occurring after Trustor has been dispossessed of the Property by Beneficiary by reason of foreclosure or otherwise. This indemnity shall include claims asserted by any federal, state or local governmental agency or any private party and shall continue in effect following any release and reconveyance of this Fourth Deed of Trust or foreclosure or other realization upon the security by Beneficiary or its successors and assigns, or any conveyance in lieu of such foreclosure or other realization.

39. Declarations and Associations. The assignment herein by Trustor to Beneficiary of the rights of Trustor with respect to any declaration of covenants, conditions and restrictions, any design review or architectural control committee and any owners' or similar association,

together with any voting rights therein, shall be for the purpose of security only and shall not impose any duty or obligation on Beneficiary with respect to any such matters unless expressly assumed by Beneficiary in a writing which is recorded.

40. No Offset. All sums comprising the Obligation payable by Trustor shall be paid without notice, demand, offset, deduction, counterclaim, defense, abatement, suspension, diminution or reduction. Trustor's obligation to do so shall not be released, discharged or otherwise diminished by reason of: (a) any damage to or destruction of, or any condemnation or similar taking of, the Property or any portion thereof; (b) any restriction or prevention of, or interference with, the use of the Property or any portion thereof; (c) any title defect or encumbrance, or any eviction from the Property or any portion thereof by the holder of superior title or otherwise; (d) any bankruptcy, insolvency, reorganization, composition, dissolution, liquidation or similar proceeding relating to Trustor or Beneficiary, or any action taken with respect to this Fourth Deed of Trust by any trustee or receiver of Trustor or Beneficiary, or by any court, in any such proceeding; (e) any claim that Trustor may now or in the future have against Beneficiary; (f) any default or failure on the part of Beneficiary to perform or comply with any of the terms of this Fourth Deed of Trust or any other loan document with Trustor; or (g) any other similar or dissimilar occurrence. Beneficiary's acceptance of any payment in an amount less than the amount then due and owing under the Related Documents shall be deemed an acceptance on account only, and shall not in any way constitute an accord and satisfaction or a waiver, or impair Beneficiary's ability to treat an Event of Default as continuing to exist.

41. No Merger. If the interests of Beneficiary and Trustor under this Fourth Deed of Trust shall at any time become vested in Beneficiary, by reason of foreclosure or otherwise, the lien of this Fourth Deed of Trust shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates, unless otherwise consented to in writing by Beneficiary.

42. Waiver of Fraudulent Inducement. Neither Beneficiary or any affiliate of Beneficiary has made any representation, warranty or statement to Trustor in order to induce Trustor to execute this Fourth Deed of Trust. Trustor hereby expressly waives any claim of fraudulent inducement to execute this Fourth Deed of Trust and further disclaims any reliance or statements on or representations of Beneficiary in waiving such claim.

43. Regulatory Agreements. Notwithstanding anything in this Fourth Deed of Trust to the contrary, Beneficiary hereby acknowledges and consents to the lien of the Regulatory Agreements, regulating or restricting the use or manner of operation of the Property and containing requirements that specified percentages of the dwelling units in the Real Property be occupied by tenants whose incomes are below specified levels and agrees that, irrespective of the order of recordation or date of effectiveness, the lien of this Fourth Deed of Trust shall be subordinate to the Regulatory Agreements (as applicable). Trustor acknowledges and agrees that any default, event of default, or breach (however such terms may be defined) after the expiration of any applicable notice and/or cure periods under the Regulatory Agreements shall be an Event of Default (as defined in the Loan Agreement) under this Fourth Deed of Trust and that any costs, damages or other amounts, including reasonable attorneys' fees incurred by Beneficiary as

a result of such an Event of Default by Trustor, including amounts paid to cure any default or event of default, under the Regulatory Agreements shall be an obligation of Trustor and become a part of the Obligation secured by this Fourth Deed of Trust.

DRAFT

Exhibit “A”

(Legal Description)

[INSERT]

DRAFT

Exhibit “B”

(Financing Statement Information)

1. Name and Address of Debtor: Ridpath Club Apartments, LLC
2310 West 12th Avenue
Spokane, Washington 99224
2. Debtor’s State of Organization: Washington
State of Formation: Washington
Type of Entity: limited liability company
Organizational I.D.#: 604-095-658
3. Name and Address of Secured Party: City of Spokane
Community, Housing and Human Services Department
808 W. Spokane Falls Blvd., Room 650
Spokane, WA 99201
4. The Collateral is: Fixtures (as that term is described in the Uniform
Commercial Code of Washington) attached to the Land
described in Exhibit A attached to this Instrument.

CITY OF SPOKANE

Ridpath Club Apartments, LLC

SUBORDINATE PROMISSORY NOTE

OPR #2017-_____

Borrower: Ridpath Club Apartments, LLC
2310 W. 12th Avenue
Spokane, WA 99224

Lender: City of Spokane
Community, Housing and Human Services Department
808 W. Spokane Falls Blvd., Room 650
Spokane, WA 99201

Principal: \$1,750,000.00

Date: _____, 2017

1. **PROMISE TO REPAY:** FOR VALUE RECEIVED, the undersigned **Ridpath Club Apartments, LLC**, a Washington limited liability company, hereinafter referred to as "Borrower", promises to repay to the order of the **City of Spokane**, a Washington state municipal corporation, or its successors and assigns (hereinafter called "Lender" or "City") the maximum principal sum of **ONE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,750,000.00)** or so much of said sum or sums as may now or hereafter be loaned or disbursed to the Borrower by the Lender, for the purpose of providing a portion of the financing for the Borrower's acquisition of certain real property consisting of a 206-unit multifamily apartment facility located at 502 and 514 West 1st Avenue, with an alternative address of 515 W. Sprague Avenue, together with related amenities. Such property and the improvements to be made thereto are collectively referred to herein as the "Project." This Promissory Note (the "Note") is part of a transaction further reflected in a Subordinate Loan Agreement (the "Loan Agreement") of even date herewith. Lender's disbursements under the Loan Agreement and the Note are further secured by a Fourth Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (the "Deed of Trust") and a Regulatory and Use Agreement (Ridpath Club Apartments, LLC) (the "Regulatory Agreement"), each of even date herewith. The City has imposed restrictions upon Borrower related to this Note pursuant to the Regulatory Agreement. The terms of said documents are incorporated herein as if fully set forth herein, and together shall be referenced as the "Related Documents." The capitalized terms in said Related Documents shall have the same meaning in this Note unless the

context clearly suggests otherwise. In the event of conflict or ambiguity in the terms of any of these documents, the terms most favorable to Lender shall apply.

2. **INTEREST:** In addition to repayment of principal sums loaned, Borrower agrees to pay interest, compounded annually, commencing on the date the money is first disbursed under the Loan Agreement, at the fixed rate of five and seventy-five hundredths percent (5.75%) per annum. If rents for any City-assisted unit of the Project are raised above the level of the City Affordability Requirement defined in the Loan Agreement, or any other provisions, covenants, terms, conditions or restrictions of the Loan Agreement are not adhered to, then the rate on the outstanding balance shall be increased to twelve percent (12%), compounded annually, for the period of noncompliance, as determined by the Director of the Community, Housing and Human Services Department ("CHHS") for the City of Spokane (the "Director").

3. **REPAYMENT; MATURITY:**

A. **Deferral Period:** Payment of principal and interest shall be deferred from the commencement of the Loan to [August 1, 2019]. Interest shall accrue, compounded annually, during the deferral period.

B. **Payments:** Borrower shall pay all amounts due under this Note at the times and in the amounts set forth herein. Borrower shall make its payments under this Note in immediately available funds to the City by 11:00 a.m. Spokane time, on each Payment Date and Interest Payment Date. Payment Date means 15 days following the date of the opinion on the Borrower's calendar year 2019 audit and 15 days following the date the opinion on each subsequent Borrower's calendar year audit until and including the Maturity Date (as defined below). Principal and interest are payable out of Cash Flow, as defined in the Borrower's Limited Liability Company Operating Agreement.

(i) Borrower shall pay monthly payments of interest, in successive monthly installments commencing on [July 1, 2019] and continuing on each Payment Date thereafter until and including the Maturity Date; provided, that the interest payable on the Payment Date shall include all interest previously accrued but not paid.

(ii) Borrower shall make annual payments of principal, commencing on the Payment Date in 2019 and continuing on each Principal Payment Date thereafter until the Maturity Date.

(iii) The payment due on the initial Payment Date shall be equal to 15% of the Cash Flow of the Project; and for each Payment Date thereafter shall be equal to 15% or more of the Cash Flow of the Project as set forth in the audit of Borrower. Borrower shall, on or before each Payment Date, together with the payment due hereunder, deliver to Lender a copy of the audit of Borrower and the calculation of Cash Flow utilized by Borrower to determine the amount of the payment due hereunder, as set forth in Exhibit "A" hereto and by this reference incorporated herein. At such time as priority debt is

paid off, Borrower shall apply the annual amount of such priority debt service payments to the repayment of the Note. Priority debt service payments are payments to the Deferred Developer Fee (50% of Cash Flow until paid in full) and the Washington State Housing Finance Commission (the "WSHFC") (35% of Cash Flow until the Deferred Developer Fee is paid in full, then 60% of Cash Flow until WSHFC is paid in full).

(iv) Borrower shall pay all accrued and unpaid interest, all unpaid principal and any other amounts due under this Note on the Maturity Date, or upon such earlier acceleration of the principal balance hereof pursuant to the Related Documents.

(v) Borrower shall make all payments of principal and interest under this Note without relief from valuation and appraisal laws.

(vi) Borrower acknowledges that the calculation of all payments shall be subject to audit by the City and such audit findings shall be final and conclusive, absent manifest error.

B. Notice: During the Affordability Period, Borrower shall notify the City in writing if, for any reason, Borrower and/or the Project will not comply with the City Affordability Requirements, at which time any remaining balance would become immediately due and payable in full. This Note shall mature on _____, 2042 (the "Maturity Date").

C. Prepayment: The Borrower may pay all or any portion of the outstanding principal of the Note at any time, without penalty. Repayment in full shall extinguish the City Affordability Requirements.

D. Late Charges: A late charge of [thirty dollars (\$30.00)] will be added to any payment received after the 15th day of the month in which it is due in addition to any other remedy.

E. Application of Payments: Payments received will first be applied to late charges, then to interest, and finally to principal.

F. Place of Payment: Payments of principal, interest, and fees shall be made in lawful money of the United States of America in immediately available funds to the City of Spokane, at the CHHS Department, 808 W. Spokane Falls Blvd., Room 650, Spokane, WA 99201, or at such other place as Lender may designate in writing according to the schedule noted above.

4. **SECURITY**: This Note is secured by the Deed of Trust of even date herewith, duly filed for record in the County of Spokane, Washington.

5. **PURPOSE**: This loan is made for the purpose of financing a portion of the costs of the acquisition of the property described in the Deed of Trust and Loan Agreement for purposes of

the Project. As a condition of receiving this loan, Borrower agrees to abide by all of the terms and conditions of this Note, the Deed of Trust, the Regulatory Agreement and the Subordinate Loan Agreement, incorporated herein by reference as if fully set forth.

6. IF THE BORROWER SHALL default in the payment of any amount due under this Note, and such default is not cured within [ten (10)] days after such payment is due, or if any other Event of Default occurs under the Deed of Trust, the Loan Agreement or the Regulatory Agreement and such default is not cured within the cure period, if any, applicable thereto, the entire unpaid principal amount of this Note, together with accrued interest, shall immediately become due and payable, at Lender's option, upon notice to the Borrower. Failure of Lender to exercise such option shall not constitute a waiver of default. If Lender exercises its option to declare the entire amount of Borrower's loan immediately due and payable as provided above, Borrower agrees to pay Lender's cost and expenses of collection, including reasonable attorney's fees and court costs. If this Note is reduced to judgment, the judgment shall bear interest at the maximum rate permissible on judgments in the State of Washington.

7. IF THE BORROWER voluntarily sells, transfers, leases or otherwise conveys the Project or any portion thereof, to any person/persons or entity/entities (the "Transferee"), other than by leasing or renting for residential tenant use as contemplated by various provisions of the Loan Agreement, or the lease by the Borrower of certain commercial space pursuant to the master lease agreement with [Ridpath Owners, LLC] dated as of [May 1, 2017], or for any other incidental use (to the extent permissible under all applicable federal and state laws and regulations), an Event of Default shall occur under the terms of this Note and the Related Documents unless the Borrower obtained prior written consent of the Director. However, the following actions are consented to and shall not trigger loan acceleration or cause an event of default: The admission of the investor partners to the Borrower and/or a transfer of the Property at the end of the compliance period as set forth in the Limited Liability Company Operating Agreement of the Borrower. The remedies provided for Default may be exercised at the discretion of the Director. Except for security interests granted in connection with the Senior Loan (as defined in the Deed of Trust), the Letter of Credit (as defined in the Deed of Trust) and any loans made by WSHFC, an unauthorized transfer also occurs if Borrower grants a junior security interest without obtaining the prior written consent of the Director. Any sale, transfer, leasing or other disposition of the Project in violation of this Section 7 shall not relieve the Borrower of any obligation or obligations under this Note or any Related Document. The Borrower hereby agrees that upon any sale, transfer, lease or other disposition of the Project, the Borrower shall transfer all records, accounts, electronic data or other documents pertaining to the Project, including documents related to Borrower's compliance with this Note and any Related Document, to the Transferee or its designated agent. Failure by the City to exercise any of its rights and remedies under this Note or any Related Documents shall not be construed as a waiver of any kind. The Director's written consent may be conditioned upon the following, at the Director's sole discretion:

(a) reasonable evidence satisfactory to the Director that the Borrower is not then in default under any document related to this transaction beyond any applicable grace period or cure period;

(b) an opinion of counsel for the Transferee, delivered to the City, to the effect that the Transferee (i) has assumed in writing and in full, all duties and obligations of the Borrower under this Note and the Loan Agreement; and (ii) that this Note and the Related Documents constitute the legal, valid and binding obligations of the Transferee;

(c) a showing that written assumption of the Transferee and/or the written agreement of the Transferee complies with all provisions of local, state and federal laws, ordinances and regulations applicable to the Borrower under this Note and Related Documents;

(d) a showing that the Borrower or the Transferee is not in arrears on any payments due and owing to the City or is in default under this Note or any of the Related Documents, beyond any applicable grace period or cure period;

(e) a showing that the Borrower or the Transferee do not have a history of instances of non-compliance with any non-monetary provision of this Note or any of the Related Documents, which were not cured after notice thereof and within the applicable cure period or grace period; and/or,

(f) a showing that the Borrower or the Transferee do not have a documented history of instances of failure to make payments due and owing to the City which are not paid within a reasonable period after notice thereof.

Notwithstanding any other provision of this Note or the Related Documents, the Director's consent will not be required for any of the following transactions ("Permitted Transfers"):

A. The transfer by R4 RCA Acquisition LLC, a Delaware limited liability limited partnership ("Tax Credit Investor"), as investor member of the Borrower as provided for in that certain Limited Liability Company Operating Agreement of the Borrower dated on or about the date hereof ("Borrower's Governing Agreement"), of its equity interests in Borrower to one or more Affiliates (as defined in Borrower's Governing Agreement) of Tax Credit Investor, subject to any and all requirements for such a transfer set forth in Borrower's Governing Agreement and so long as Tax Credit Investor or its Affiliate is not relieved of its obligation to make capital contributions to Borrower required under the terms of Borrower's Governing Agreement;

B. The transfer of any direct or indirect interests within Tax Credit Investor;

C. The removal by Tax Credit Investor or its Affiliate of a managing member or manager of Borrower for cause in accordance with the terms of Borrower's Governing Agreement, and the replacement of such removed managing member or manager with Tax Credit

Investor or an Affiliate, with the special limited member designated in the Borrower's Governing Agreement, or with an individual or entity, not an Affiliate, who or which is reasonably acceptable to the City;

D. Execution and/or exercise of a purchase option and/or right of first refusal agreement by Borrower's managing member or manager and/or or its Affiliate to be exercised following expiration of the fifteen-year "compliance period" as defined in and determined in accordance with Section 42(i) of the Internal Revenue Code of 1986 (the "Code"), as amended from time to time, or any corresponding provision or provisions of succeeding law; and

E. Recording of the WSHFC Regulatory Agreement (Extended Use Agreement), as required by Section 42 of the Code.

F. Recording of the WSHFC Regulatory Agreement (Ridpath Club Apartments).

8. ASSIGNMENT: This Note is not assignable or assumable without the express written consent of the Lender, except for the transfer of the Property as provided for in Paragraph 7.

9. MISCELLANEOUS: Each maker and endorser of this Note hereby waives demand and presentment for payment, notice of nonpayment, protest, notice of protest, notice of dishonor, bringing of suit, and diligence in taking action to collect any amounts called for hereunder and in the handling of properties, rights or collateral at any time existing in connection herewith. Each maker and endorser expressly agrees that this Note or any payment thereunder may be extended from time to time, and consent to the acceptance of further security for this Note, including other types of security, all without in any way affecting the liability of each maker and endorser hereof. The right to plead any statutes of limitation as a defense to any demand on this Note, or any guaranty thereof or to any agreement to pay the same or to any demand secured by the Deed of Trust or other security, securing the Note, or any and all obligations or liabilities arising out of or in connection with said Note or Deed of Trust by any parties hereto is expressly waived by each and every of the makers, endorsers, guarantors or sureties.

10. SEVERABILITY: If any provision, or a part thereof, of this Note is declared by a court of competent jurisdiction to be invalid, the invalid provision or part thereof shall be stricken, with the remainder of the provision and other provisions of this Note surviving with full force and effect.

11. NO MATERIAL ADVERSE CHANGE: Borrower ratifies and reaffirms all information previously submitted in Borrower's loan application or financial statement, and by signing this Note, Borrower represents and warrants to Lender that the information provided is true and correct and that there has been no adverse change in Borrower's financial condition as disclosed to Lender in Borrower's most recent application or financial statement.

12. APPLICABLE LAW AND VENUE: This Note has been issued, executed and delivered in the State of Washington and shall be governed by and construed in accordance with the laws of the State of Washington, except to the extent that the laws of the United States of America may prevail. Venue to enforce any provision shall be in the Spokane County Superior Court.

13. NONRECOURSE. Notwithstanding anything to the contrary herein, Borrower, its members, managers, partners, officers, directors, employees, agents and contractors shall have no personal liability for payment of the indebtedness evidenced by this Note or performance of the covenants set forth in the Loan Agreement and in the Related Documents, and the sole recourse of the City shall be confined to the exercise of its rights under the Loan Agreement and the Related Documents, provided that nothing shall diminish Borrower's liability for damages or deficiencies resulting from theft, waste, fraud, material misrepresentation and misuse of rents.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, TO MODIFY OR AMEND ANY AGREEMENT TERMS, TO RELEASE ANY GUARANTOR, TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT OR FORBEAR FROM EXERCISING ANY REMEDIES, OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION RELATED TO THIS NOTE ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

PRIOR TO SIGNING THIS NOTE, BORROWER HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO ALL TERMS AND CONDITIONS OF THIS NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS NOTE.

IN WITNESS WHEREOF, the Borrower has caused this Promissory Note to be executed as of the date first set forth above.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.)

RIDPATH CLUB APARTMENTS, LLC, a Washington limited liability company

By: Ridpath Management, LLC, a Washington limited liability company
Its: Manager

By: _____

Name: R. Ronald Wells

Title: Manager

Date of execution: _____

DRAFT

EXHIBIT A
CASH FLOW CERTIFICATE

The undersigned, Ridpath Club Apartments, LLC, does hereby certify the following calculation of Cash Flow available to make Loan Payments:

For Calendar Year Ending: _____

Prepared by: _____

Cash Flow (Attach Statement) \$ _____

DISPOSITION OF CASH FLOW:

[Delete as priority debt is paid in full]

[Paid to the Deferred Developer Fee:

50% of Cash Flow

available to make Loan Payments:

\$ _____]

[Paid to WSHFC:

[35%] [60%] of Cash Flow

available to make Loan Payments:

\$ _____]

Paid to City of Spokane:

[15%] [40%] [100%] of Cash Flow

available to make Loan Payments:

\$ _____

All capitalized terms have the meanings given them in the Subordinate Commission Multifamily Note.

Dated this ____ day of _____, 20____

CERTIFIED TO BE TRUE AND CORRECT BY:

RIDPATH CLUB APARTMENTS, LLC,
a Washington limited liability company

BY: RIDPATH MANAGEMENT, LLC,
ITS: Manager

By: _____
R. Ronald Wells, Manager

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Spokane
Community, Housing and Human Services Department
808 W. Spokane Falls Blvd., Room 650
Spokane, WA 99201
Attn: _____
OPR 2017- _____

REGULATORY AND USE AGREEMENT
(Ridpath Club Apartments, LLC)

Grantor: RIDPATH CLUB APARTMENTS, LLC (OWNER)

Grantee: CITY OF SPOKANE, WASHINGTON

Legal Description
Abbreviated form: _____

Additional legal on page A-1 of document

Assessor's Property Tax Parcel Account Number(s): _____

Reference number(s) of documents being assigned or released and related documents:

REGULATORY AND USE AGREEMENT

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(This Table of Contents is for convenience of reference
and is not part of the Regulatory Agreement.)

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REGULATORY AND USE AGREEMENT
(Ridpath Club Apartments, LLC)

This Regulatory and Use Agreement (“**Regulatory Agreement**”) is made by and between **RIDPATH CLUB APARTMENTS, LLC**, a Washington limited liability corporation (“**Owner**”) with Ridpath Management, LLC as its manager, the Owner of the fee interest in that certain real property located in the City of Spokane, Spokane County, State of Washington, more particularly described on “Exhibit A,” and **CITY OF SPOKANE, WASHINGTON**, a Washington municipal corporation (“**City**” and collectively with the Owner, the “**Parties**”).

W I T N E S S E T H:

WHEREAS, the City is authorized by the Constitution and the laws of the State of Washington, particularly RCW 35.21.685, as amended, to assist in the financing of “low-income” housing projects in Washington; and

WHEREAS, substantially concurrently herewith, Owner and City have entered into that certain Subordinate Loan Agreement of even date herewith (“**Subordinate City Loan Agreement**”) pursuant to which Owner is borrowing from City and City is making a loan to Owner in the maximum principal amount of \$1,750,000 (the “**Subordinate City Loan**”), secured by Fourth Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of May __, 2017, from the Owner to the City (the “**Fourth Deed of Trust**”) evidencing a lien on a portion of the 206-unit multifamily housing facility of the Owner to be acquired and rehabilitated on land described at Exhibit A hereto and incorporated herein by this reference (such land, with all buildings, fixtures, equipment and improvements now or hereafter constructed or installed thereon, is herein referred to as, the “**Project**”); and

WHEREAS, as a condition precedent to the funding of the Subordinate City Loan, the City and the Owner intend to restrict the use of the Project in accordance with requirements of the Code as provided herein.

NOW, THEREFORE, in consideration the funding of the Subordinate City Loan and the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby impose upon the Project the following covenants, restrictions, charges and easements, which shall run with the land and shall be binding and a burden upon the Project and all portions thereof, and upon any purchaser, grantee, owner or lessee of any portion of the Project and any other person or entity having any right, title or interest therein and upon the respective heirs, executors, administrators, devisees, successors and assigns of any purchaser, grantee, owner or lessee of any portion of the Project and any other person or

entity having any right, title or interest therein, for the length of time that this Regulatory Agreement shall be in full force and effect.

Section 1. Definitions. Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the terms defined above shall have the meanings set forth above and the following terms shall have the respective meanings set forth below for the purposes hereof. Capitalized terms not defined herein shall bear the meaning given them in the Subordinate City Loan Agreement.

“Additionally Qualified Residents” means and includes individuals and households earning up to 50% of median gross income for the area, adjusted for household size, determined in a manner consistent with determinations of lower-income households under Section 8 of the United States Housing Act of 1937, as amended. Occupants of a Unit shall not be considered Additionally Qualified Residents if all residents in the Unit are students (as defined in Section 152(f)(2) of the Code), none of whom file a joint income tax return unless such residents satisfy an exception for students set forth in Section 42(i)(3)(D) of the Code. The method of determining low or moderate income in effect on the date of Loan Closing will be determinative for the Subordinate City Loan, even if such method is subsequently changed.

“Available Unit” means a residential unit that is actually occupied and a residential unit that is unoccupied and has been leased at least once after becoming available for occupancy, provided that (a) in the case of an acquisition of an existing residential rental project, a Dwelling Unit that is unoccupied on the later of (i) the date the project is acquired or (ii) the earliest issue date of bonds issued to finance the acquisition of the project, under Section 142(d) of the Code, is not an “Available Unit” and does not become an “Available Unit” until it has been leased for the first time after such date, and (b) a Dwelling Unit that is not available for occupancy due to renovations is not an “Available Unit” and does not become an “Available Unit” until it has been leased for the first time after the renovations are completed.

“Closing” means May ____, 2017.

“Code” means the Internal Revenue Code of 1986, as amended, together with corresponding and applicable final and temporary or proposed regulations and revenue rulings issued or amended with respect thereto by the Department of the Treasury or the IRS of the United States. All references herein to sections, paragraphs or other subdivisions of the Code or the regulations promulgated thereunder shall be deemed to be references to correlative provisions of any successor code or regulations promulgated thereunder.

“First Occupied” means the date of first occupancy of a Unit by a resident (irrespective of whether such resident is a Project Qualified Resident).

“Fourth Deed of Trust” means the Fourth Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of May __, 2017, from the Owner to the City, securing payment of the Subordinate City Loan, as the same may from time to time be amended, modified or supplemented.

“Functionally Related and Subordinate” shall mean and include facilities (other than Units) for use by residents; for example, laundry facilities, parking areas, swimming pools and other recreational facilities and other facilities which are reasonably required for the Project (including heating and cooling equipment, trash disposal equipment and Units for resident managers or maintenance personnel); provided, that such facilities are of a character and size commensurate with the character and size of the Project.

“Investor Member” means R4 RCA Acquisition LLC, a Delaware limited liability company, and its successors and assigns in such capacity pursuant to the Operating Agreement.

“IRS” means the Internal Revenue Service.

“Loan Closing,” when used with respect to the Subordinate City Loan, means the acquisition of the Fourth Deed of Trust by the City.

“Occupancy Date” means the date on which at least 10% of the Units in the Project are First Occupied.

“Owner” means Ridpath Club Apartments, LLC, a Washington limited liability company, its successors and assigns.

“Operating Agreement” means the Limited Liability Company Agreement of Ridpath Club Apartments, LLC, dated as of May __, 2017.

“Project” means the first through 11th floors of the 13 story building located on real property described in Exhibit A attached hereto and all buildings, structures, fixtures, equipment and other improvements now or hereafter constructed or located upon thereon, provided that the Project shall not include the top two floors of the building used as single family condominiums, the XXXX square foot commercial area on the ground floor to be used as a restaurant, the mezzanine area, the X parking spaces in the below ground garage or the garage entry area **[NEED SPECIFIC DESCRIPTION FROM BORROWER OF ALL EXCLUDED AREAS]**.

“Project Qualified Residents” means and includes individuals and households earning up to 60% of median gross income for the area, adjusted for household size, determined in a manner consistent with determinations of lower-income households under Section 8 of the United States Housing Act of 1937, as amended. Occupants of a Unit shall not be

considered Project Qualified Residents if all residents in the Unit are students (as defined in Section 152(f)(2) of the Code), none of whom file a joint income tax return unless such residents satisfy an exception for students set forth in Section 42(i)(3)(D) of the Code. The method of determining low or moderate income in effect on the date of issue will be determinative for the Subordinate City Loan, even if such method is subsequently changed.

“Qualified Units” means Units that are occupied by Project Qualified Residents, or after initial occupancy by a Project Qualified Resident, set-aside for Project Qualified Residents.

“Regulatory Agreement” means this Regulatory and Use Agreement.

“Regulatory Period” means the period described in Section 5 hereof.

“Subordinate City Loan” means the nonrecourse loan, evidenced by the Subordinate City Loan Agreement and secured by the Fourth Deed of Trust, to provide a portion of the financing for the Project.

“Subordinate City Loan Agreement” means the Subordinate Loan Agreement, dated as of May ___, 2017, between the City and the Owner.

“Subordinate City Loan Documents” or “Loan Documents” means the Fourth Deed of Trust and all other documents evidencing, securing or otherwise relating to the Subordinate City Loan, including all amendments, supplements and restatements.

“Subordinate City Note” means the Subordinate Promissory Note, dated as of May ___, 2017, executed by the Owner in favor of the City, as it may be amended, supplemented or restated from time to time or any mortgage note executed in substitution therefor in accordance with the Related Documents (as defined in the Subordinate City Loan Agreement), as such substitute note may be amended, supplemented or restated from time to time.

“Treasury Regulations” means the final or temporary regulations of the Department of the Treasury under the Code.

“Units” means the accommodations for residents containing separate and complete facilities for living, sleeping, eating, cooking (equipped with a cooking range or microwave oven, refrigerator and sink) and sanitation comprising the Project that are available for occupancy.

Section 2. Federal Tax Law Requirements. For purposes of satisfying the requirements of the Code, the Owner represents, warrants and covenants as follows:

(a) Qualified Residential Rental Project. The City and the Owner hereby agree that the Project is to be developed, owned, managed and operated as a “qualified residential rental project” as such phrase is used in Section 142(d) of the Code at all times during the Regulatory Period. To that end, the Owner hereby represents, covenants and agrees as follows:

(1) that the Project shall be rehabilitated and equipped for the purpose of providing residential rental accommodations containing Units and facilities Functionally Related and Subordinate to such Units, as described in Section 142(d) of the Code;

(2) that all of the Units in the Project shall contain complete and separate facilities for living, sleeping, eating, cooking (equipped with a cooking range or microwave oven, refrigerator and sink) and sanitation for single person or a household or shall qualify as a single-resident occupancy unit as provided in Section 142(d)(2)(D);

(3) that none of the Units in the Project shall be leased or rented on a transient basis or for a period of less than 30 days; used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, sanitarium, nursing or rest home, trailer park or court, or by a cooperative housing corporation (as defined in Section 216(b)(1) of the Code);

(4) that once available for occupancy, each Unit in the Project shall be rented or available for rental on a continuous basis for the term of this Regulatory Agreement to members of the general public in compliance with applicable Treasury Regulations, this Regulatory Agreement and applicable state and federal laws;

(5) that no Unit in the Project shall be occupied by the Owner; provided, that if the Project contains five or more Units, this provision shall not be construed to prohibit occupancy of not more than one Unit by the Owner;

(6) that the Owner shall not take any steps in connection with a conversion of the residential units constituting the Project to condominium ownership during the Regulatory Period; and

(7) that the Project shall consist of proximate buildings or structures located on a single “tract” of land which have similarly constructed Units financed pursuant to a “common plan” together with Functionally Related and Subordinate facilities all of which shall be owned by the Owner for federal tax purposes.

(b) Similar Units. That the Qualified Units shall have substantially the same equipment and amenities (not including luxury amenities such as fireplaces) as the other Units in the Project.

(c) Size and Location. That the Qualified Units shall be of substantially the same size as other Units in the Project and shall be distributed through the Project.

(d) Designated Units. If at any time during the Regulatory Period the Owner is unable to rent or lease the Qualified Units to Project Qualified Residents, to hold such unrented Qualified Units vacant and to offer them for occupancy by Project Qualified Residents to meet the requirements of Section 4(a) and (b).

(e) Annual Income Determination. To make a determination at least annually of whether the income of residents of the Qualified Units continues to qualify such residents as Project Qualified Residents. Project Qualified Residents shall continue to be so qualified, notwithstanding any increase in income, until the annual determination of the resident's income reflects that the resident's income exceeds 140% of the applicable median gross income. Once it is determined that a Project Qualified Resident's income exceeds 140% of the applicable median gross income, then the next available Unit of comparable or smaller size must be rented to a Project Qualified Resident (and the Unit occupied by the resident whose income has exceeded 140% of the applicable median gross income will continue to be treated as reserved as required by Section 4(a) hereof until the next Unit is rented to a Project Qualified Resident). Such determination shall be made on the forms identified in Section 6, as such forms may be amended by the City, and are subject to independent investigation and verification by the City.

(f) Recording. This Regulatory Agreement shall be duly recorded at or before Loan Closing and all amendments shall be duly recorded in the office of the County Auditor of the county in which the Project is located ahead of all monetary liens as an encumbrance upon the Project. The Owner covenants, agrees and acknowledges that the City is the beneficiary of this Regulatory Agreement, that the City has relied on this Regulatory Agreement in determining to fund the Subordinate City Loan.

Section 3. Additional Requirements of the City. In order to satisfy the requirement of the City in _____, the Owner hereby represents, covenants and agrees as follows:

(a) Unit Mix. Qualified Units shall be in a range of sizes comparable to those Units which are available to other residents. To the extent practicable, the bedroom mix (ratios of micro-studios, studios, and one-bedroom Units, as applicable), of such Qualified Units will be in the same proportion as the bedroom mix for the entire Project. (Solely by way of example, if 10% of the Units in the building are not Qualified Units, then approximately 90% of each bedroom type should be Qualified Units and 10% of each bedroom type should be Units which are not Qualified Units.)

(b) Reporting. To submit to the City, pursuant to Section 6 hereof, the required documentation with respect to each Project Qualified Resident residing in the Project;

provided, that so long as a Regulatory Agreement (Extended Use Agreement) between the City and the Owner (the "Tax Credit Regulatory Agreement"), if any, is in full force and effect with respect to the Project, the City shall waive the reporting requirements contained in Section 6 hereof for the Qualified Units subject to the reporting requirements of the Tax Credit Regulatory Agreement, and the Owner shall report to the City pursuant to the terms of the Tax Credit Regulatory Agreement with respect to such units.

(c) Records. To maintain on file, for at least three years after the expiration of the Regulatory Period, copies of the original documentation required in Section 6 hereof with respect to each Project Qualified Resident.

(d) Inspection of Records. To permit any duly authorized representative of the City to inspect during regular business hours, upon reasonable notice, the books and records of the Owner pertaining to the incomes of the Project Qualified Residents who are residing or have resided in the Project including the records pertaining to the Units set-aside pursuant to Section 4(a) hereof. The Owner is obligated to obtain and maintain on file, permit access to and submit to the City only that documentation with respect to Project Qualified Residents necessary to ensure compliance with Sections 3(a) and 4(a) hereof.

(e) Property Management. The Owner shall give the City thirty (30) days prior written notice of any change in its property management company. The City shall have the right to approve any subsequent property management company.

Section 4. Set Aside Requirements. In order to satisfy the requirements of the City in funding the Subordinate City Loan, the Owner hereby represents, covenants and agrees as follows:

(a) Federal Tax Law Requirements. Commencing on the Occupancy Date and continuing at all times during the Regulatory Period, to maintain at least:

- ☐ 20% of the Available Units in the Project, rounded up to the next Unit, for occupancy by Additionally Qualified Residents;
or
- ☒ 40% of the Available Units in the Project, rounded up to the next Unit, for occupancy by Project Qualified Residents.

(b) State Law Requirements. *[None]*

(c) Compliance Monitoring Requirements. For purposes of monitoring compliance with this Regulatory Agreement, and taking into account the rounding necessary to achieve the requirements of Sections 4(a) and (b) hereof, the Project will be in compliance if the following set-asides are met at the times described above in Sections 4(a) and (b):

- ☒ 179 Units in the Project for occupancy by Project Qualified Residents.

Only Qualified Units may be counted towards the low income set-aside requirements.

Section 5. Regulatory Period. Except as otherwise provided in Section 13 of this Regulatory Agreement, this Regulatory Agreement shall continue in full force and effect until the soonest of the date (i) which is 25 years after the date of Loan Closing, or (ii) on which the Subordinate City Loan is paid in full.

Section 6. Reporting Requirements.

(a) Submission of Reports. The Owner shall submit copies of such documentation to the City (i) upon initial occupancy of a Qualified Unit for all Project Qualified Residents at the times specified in this Section 6; (ii) upon each subsequent occupancy of a Qualified Unit, for all Project Qualified Residents at the times specified in Section 2(e); and (iii) as often as necessary to comply with the requirements of Section 142(d) of the Code.

1. to the City, upon completion of the Project, a Certificate of Occupancy issued by the regulating local government entity.

2. to the City, from the period commencing on the Occupancy Date and continuing through the month in which 90% of the Units in the Project are First Occupied, on or before the last day of the month in which the Occupancy Date occurred and on or before the last day of each third month thereafter (A) a Bond Certificate of Continuing Project Compliance and (B) for each Project Qualified Resident residing in the Project:

- A. an Eligibility Certification,
- B. a Rental Eligibility Application with Rider, and
- C. income verification forms.

3. to the City on or before the 7th day of each January, commencing on the first January following the month in which 90% of the Units are First Occupied, with respect to the period ending December 31, (i) a Bond Certificate of Continuing Project Compliance, setting forth for such period the information required to be provided in such certification; and (ii) for each Project Qualified Resident that has commenced occupancy of a Unit or has completed annual recertification during the prior calendar year:

- A. an Eligibility Certification,
- B. a Rental Eligibility Application with Rider, and
- C. income verification forms.

4. to the City each January 7, the Affirmative Marketing Report.

Notwithstanding the foregoing, if within sixty (60) days of the later of (1) the date of Loan Closing or (2) the acquisition of the Project, more than 90% of the Units in the Project are not available for occupancy, following the notice to the City required by Section 4(a), the Owner shall provide compliance reports to the City at the times and in the forms required by the City.

Section 7. Project Access.

(a) No Discrimination. The Owner shall not discriminate in the provision of housing on the basis of race, creed, color, sex, national origin, religion, familial status, marital status, age, disability or source of income, including the receipt of public assistance or housing assistance; provided, that the Owner may take such actions as may be necessary to qualify for or to maintain its qualification for the exemption that relates to housing for older persons under the Fair Housing Amendments Act of 1988 and 24 CFR Part 100, Subpart E.

The Owner shall comply with all applicable federal, state and local laws, rules and regulations now provided or which may be hereafter provided, including but not limited to (i) federal housing policy governing nondiscrimination and accessibility, as determined under the Americans with Disabilities Act, the Fair Housing Amendments Act of 1988, Architectural Barriers Act of 1968; Housing and Community Development Act of 1974; Civil Rights Act of 1964; Civil Rights Act of 1968; Age Discrimination Act of 1975; (ii) to the extent applicable, the Housing and Urban Development Act of 1968; the Uniform Relocation and Real Property Acquisition Act of 1970; and the Stewart B. McKinney Homeless Assistance Act; and (iii) the State Environmental Policy Act; State Workers Compensation Industrial Insurance Act; Washington Fair Housing Laws; and the Washington State Landlord/Tenant Act.

Any failure of the City to enforce the requirements of this Section 7(a) shall not constitute a waiver of the Owner's obligations to comply with such requirements.

(b) Selection of Residents. When selecting residents for occupancy in Qualified Units, the Owner shall not apply selection criteria to a potential resident that are more burdensome than selection criteria applied to any other resident or potential resident; and the Owner shall take into consideration the rental history of such potential resident as evidence

of the ability to pay the applicable rent, so long as: (i) the rental history is of a term of at least one year; and (ii) the history shows that the resident has paid at least the same percentage of his/her income for rent during that period as he/she will be required to pay for the rent of the Qualified Unit for which he/she is applying. The Owner shall at least annually throughout the Regulatory Period notify the local public housing authority and at least two community agencies in the area of the availability of Qualified Units.

(c) Disabled Access. The Owner covenants and agrees that the number of Units in the Project that are or will be constructed to be “handicapped-accessible,” as such term is set forth in state building standards and building codes for serving disabled residents, will be consistent with the applicable building code requirements for the Project.

Section 8. Covenants to Run with the Land. The Owner hereby declares its express intent that, during the term of this Regulatory Agreement, the covenants, restrictions, charges and easements set forth herein, all of which touch and concern the land, shall be deemed covenants running with the land and shall, except as provided in Section 13 of this Regulatory Agreement, pass to and be binding upon the Owner’s successors in title, including any purchaser, grantee or lessee of any portion of the Project and any other person or entity having any right, title or interest therein. Except as provided in Section 13 of this Regulatory Agreement, each and every contract, deed or other instrument hereafter executed encumbering or conveying the Project or any portion thereof or interest therein (other than a rental agreement or lease for a Unit) shall contain an express provision making such conveyance subject to the covenants, restrictions, charges and easements contained herein; provided, however, that any such contract, deed or other instrument shall conclusively be held to have been executed, delivered and accepted subject to such covenants, regardless of whether or not such covenants are set forth or incorporated by reference in such contract, deed or other instrument.

Section 9. Uniformity; Common Plan. The provisions hereof shall apply uniformly to the entire Project to establish and carry out a common plan for the use, development and improvement of the Project site.

Section 10. Noncompliance; Defaults; Remedies. The Owner shall exercise reasonable diligence to comply with the requirements of this Regulatory Agreement and the Owner shall correct any such noncompliance within sixty (60) days after such noncompliance is first discovered by the Owner or would have been discovered by the exercise of reasonable diligence, or within 60 days after the Owner receives notice of such noncompliance from the City.

If the Owner shall fail to observe or perform any covenant, condition or agreement contained herein on its part to be observed or performed and if such noncompliance is not corrected as provided for in this Section 10, then such noncompliance shall be considered an event of default and the City shall be entitled to bring an action at law or in equity to abate,

prevent or enjoin any such violation or attempted violation, to recover monetary damages caused by such violation or attempted violation or to compel specific performance by the Owner of its obligations under this Regulatory Agreement, it being recognized that the beneficiaries of the Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of the Owner's default. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the same or obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times.

Section 11. Enforcement of Terms. The benefits of this Regulatory Agreement shall inure to, and may be enforced by the City and its successors and assigns, during the term of this Regulatory Agreement. Notwithstanding the foregoing, the requirements set forth in this Regulatory Agreement shall cease to apply to the Project if any of the events specified in Section 13 hereof occurs. The parties hereto agree they will execute and deliver any and all documents and instruments necessary to effectuate the provisions of this Section 11.

Violations of the provisions of this Regulatory Agreement shall be enforceable exclusively against the Owner and only by the City. The City, its successors, designees and assigns, assume no direct or indirect obligation to any former, present or prospective resident for violations of this Regulatory Agreement. This Regulatory Agreement is not intended, and shall not be construed, to create a duty or obligation of the City to enforce any term or provision of this Regulatory Agreement on behalf of, at the request of, or for the benefit of, any former, present or prospective resident.

Section 12. Term, Amendment; Termination. This Regulatory Agreement shall become effective upon its execution and delivery, and shall remain in full force and effect for the Regulatory Period provided herein and shall terminate in its entirety at the end of the Regulatory Period, it being expressly agreed and understood that the provisions hereof shall not survive the retirement of the Subordinate City Note and discharge of the Subordinate City Loan Agreement and the Fourth Deed of Trust.

The provisions hereof shall not be amended, revised or terminated (except as provided in Section 13 of this Regulatory Agreement) prior to the expiration of the Regulatory Period except by an instrument in writing duly executed by the City and the Owner (or their successors in title) and duly recorded.

Notwithstanding any other provisions hereof, this Regulatory Agreement shall be amended to conform to any more restrictive requirements of any amendments to the Code, amended Treasury Regulations (proposed or final). The City and the Owner agree to any such amendments as may be required to comply with any such amendments or decisions.

Section 13. Involuntary Termination. Notwithstanding anything else herein to the contrary, the requirements of this Regulatory Agreement shall terminate and be of no further force and effect in the event of (a) non-voluntary foreclosure or transfer of title by deed in lieu of foreclosure, or (b) involuntary noncompliance with this Regulatory Agreement caused by fire, seizure, requisition, change in a federal law or an action of a federal agency after the Loan Closing which prevents the City and its assigns from enforcing such provisions, or condemnation or a similar event, but only if, in each such case, within a reasonable period either the Subordinate City Note is paid in full or amounts received as a consequence of such event are used to provide a project which meets the requirements hereof. Upon the termination of this Regulatory Agreement, the parties hereto agree to execute, deliver and record the appropriate instruments of release and discharge of the terms hereof; provided, however, that the execution and delivery of such instruments shall not be necessary or a prerequisite to the termination of this Regulatory Agreement in accordance with its terms. Such release is subject to satisfaction of any outstanding obligation owed to the City.

Section 14. Indemnification. The Owner hereby agrees to pay, indemnify and hold the City or any other party authorized to enforce the terms of this Regulatory Agreement harmless from any and all costs, expenses and fees, including all reasonable attorneys' fees which may be incurred by the City or any other party in enforcing or attempting to enforce this Regulatory Agreement following any event of default on the part of the Owner hereunder or their successors, whether the same shall be enforced by suit or otherwise; together with all costs, fees and expenses which may be incurred in connection with any amendment to this Regulatory Agreement or otherwise by the City at the request of the Owner. This agreement to indemnify is a separate agreement, shall survive any foreclosure action, attempted transfer or the like, is a personal obligation of the Owner and action may be brought thereon independently of any other remedy provided for herein. Notwithstanding the foregoing, the Owner agrees to pay, indemnify and hold harmless the City only to the extent that the costs, expenses and fees did not arise from the City's gross negligence or willful misconduct.

Section 15. No Conflict with Other Documents. The Owner warrants that it has not executed and will not execute, any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event the requirements of this Regulatory Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

Section 16. Severability. The invalidity of any clause, part or provision of this Regulatory Agreement shall not affect the validity of the remaining portions thereof.

Section 17. Notices. All notices to be given pursuant to this Regulatory Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing:

City: City of Spokane
Community, Housing and Human Services Department
808 W. Spokane Falls Blvd., Room 650
Spokane, WA 99201-3339

Owner: Ridpath Club Apartments, LLC
2310 West 12th Avenue
Spokane, Washington 99224
Attention: Ronald Wells
E-mail: ronwells@ronwellsgroup.com

Promptly upon determining that a violation of this Regulatory Agreement has occurred, the City shall, by notice in writing to the Owner, inform the Owner that such violation has occurred, the nature of the violation and to the extent the City has knowledge thereof that the violation has been cured or has not been cured, but is curable within a reasonable period of time, or is incurable; notwithstanding the occurrence of such violation, the City shall acknowledge that it shall not have any right to cause or direct acceleration of the Subordinate City Loan, to enforce the Fourth Deed of Trust.

Section 18. Governing Law. This Regulatory Agreement shall be governed by the laws of the State of Washington.

Section 19. Counterparts. This Regulatory Agreement may be executed in counterparts and each such counterpart shall for all purposes be deemed to be an original and together shall constitute but one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Regulatory Agreement to be signed by their respective, duly authorized representatives, as of the day and year first written above.

CITY OF SPOKANE

By: _____
David A. Condon, Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Terri L. Pfister, City Clerk

By: _____
Assistant City Attorney

RIDPATH CLUB APARTMENTS, LLC, a
Washington limited liability company

BY: RIDPATH MANAGEMENT, LLC
ITS: Manager

By: _____
R. Ronald Wells, Manager

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this ____ day of _____, 2017, personally appeared before me **David A. Condon** and **Terri L. Pfister**, to me known to be the **Mayor** and **City Clerk**, respectively, of and for the City of Spokane, Washington, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC, in and for the State of
Washington, residing at _____
My Commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that R. RONALD WELLS is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Ridpath Management, LLC, the managing member of RIDPATH CLUB APARTMENTS, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May ____, 2017.

NOTARY PUBLIC, in and for the State of
Washington, residing at _____
My Commission expires _____

EXHIBIT A
Legal Description

DRAFT

PLACEHOLDER FOR
RIDPATH PRIORITY AND SUBORDINATION AGREEMENT

DOCUMENT IS STILL BEING DRAFTED AND WILL BE NEGOTIATED AMONG THE
PARTIES TO THE TRANSACTION.

PCED BRIEFING PAPER
City of Spokane
Community, Housing and Human Services
February 27, 2017

Subject

Ridpath Club Apartments Renovation and City financial support, including City loan of up to \$1,750,000.

Background

The Ridpath Club Apartments project includes the acquisition and renovation of most of the former Ridpath Hotel (514 W 1st Ave) and adjacent building (502 W 1st Ave). The common address is 515 W. Sprague Ave. The 13-story Ridpath Hotel (aka Ridpath Tower) was constructed as a luxury hotel in 1952 and the adjacent 4-story "East Annex" building was constructed in 1906 as the St. Nicholas Hotel, and later used by the YWCA, until it was combined with a predecessor of the Ridpath Hotel in 1937. Over time, other buildings were included in the Ridpath Hotel complex. The hotel closed in 2008, ownership of the Tower and other related parcels was fractured, and various financial and legal problems impeded development. Mr. Ron Wells and partners have worked with prior owners, courts, lenders, and others to develop a plan and financing package to redevelop two key parts of the prior hotel complex.

The Ridpath Club Apartments will include 102 "micro" apartments, 45 studio apartments, 58 1-bedroom apartments, and a 2 bedroom apartment. (It will not include condominium units on the Tower's top 2 floors.) Plans for the Tower include rental units, a parking garage, restaurant, residential common areas, and management offices. The East Annex will have rental units, a fitness facility with a pool, which was part of the St. Nicholas Hotel. The total development cost is about \$20.3 million. A 2014 as completed appraisal by Cushman and Wakefield of Oregon gave an as-completed value of \$14.1 million. An updated appraisal has been ordered by a bank. (The renovation of the of the condominium units is not part of this project and they are under separate ownership.)

The borrower will be the Ridpath Club Apartments, LLC or a related single asset entity. The City's loan is part of a financing structure that includes a construction loan, bonds, equity from the sale of low-income housing tax credits and historic tax credits, deferred developer fee loan, and a loan from the WA State Housing Finance Commission (WSHFC). The specific details of the City's loan are being negotiated with the borrower and the WSHFC. The City loan documents will be presented to Council for approval when they are complete. The WSHFC is expected to give its final approval of bonds, low-income housing tax credits, and

\$2 million loan at its scheduled meeting on 4/27/17. The financing is expected to close between March and May 2017, work should begin shortly thereafter, and take about a year to complete. Unit leasing will begin on a floor-by-floor basis during construction.

Impact

The renovation will transform two long-vacant buildings in the heart of Downtown Spokane with 206 rental housing units, a restaurant, a fitness center, and other commercial space. The streetscape improvements include sidewalks and street trees.

Action

Before June, the final loan documents will be submitted for City Council approval.

Funding

City loan funding is from accumulated program income from the closed federal Rental Rehabilitation Program. City staff is exploring the applicability of other City development incentives.

RIDPATH CLUB APARTMENTS
515 W SPRAGUE AVE
DRAFT BUDGET

Acquisition	\$4,740,000	Net investor equity	\$5,325,000
Construction	5,294,089	Permanent loan	8,075,000
Sales tax	502,896	WA State Housing Finance	
Other hard costs	1,048,379	Commission loan	2,000,000
Hard cost contingency	1,022,305	Def developer fee loan	1,889,703
Architect	444,973	Gen'l Partner LLC loan	500,000
Construction interest	901,336	Gen'l Partner equity	100
Misc financing fees	782,002	Net operating income during	
Misc legal fees	671,000	construction	717,055
Repayment of WSHFC	967,055		
Other costs	347,849	City loan	1,750,000
Comm'l tenant improvmts	150,000		
Reserves	720,000		
Developer fees	<u>2,539,974</u>		
	\$20,256,858		<u>\$20,256,858</u>

Ridpath Club Apartments

Projects of Citywide Significance

Staff Report and Recommendation

March 22, 2017



Staff

Andrew Worlock, Economic Development Section
Planning & Development Services Department

Applicant

Ridpath Club Apartments LLC
Ron Wells

Authority

City of Spokane Administrative Policy and Procedure, Admin 0650-16-02 Projects of Citywide Significance Incentive Policy

Section 5.0 Policy: Individual projects which include new investment and physical improvements to real property which equal or exceed \$5 million in value can provide significant City wide public benefits. Such public benefits include: bringing new living wage jobs to the community; generating new property, sales and utility tax revenues; improving the community through the advancement or implementation of existing community plans including the Comprehensive Plan and neighborhood plans; protecting or improving the environment and conserving natural and historic resources; advancing State and regional industry cluster growth and regional economic development plans; and investing in targeted investment areas such as downtown Spokane, identified centers and corridors and target investment areas identified in the City's Economic Development strategy. In order to provide for an equitable and transparent process for the use of financial incentives to encourage investments which provide significant public benefits to the City as described above, the Spokane City Council has adopted Resolution 2015-0101 which provides for an evaluation matrix allowing evaluation of a project's public benefits which are reasonably likely to accrue as a result of successful completion and intended operation of the project. The evaluation will be made using the standardized evaluation matrix attached as exhibit "A" hereto in accordance with the policies and procedures described herein.

Procedure:

6.1 Application: Application for a financial incentive will be made on forms provided by the City of Spokane and shall contain all information and details required and necessary for a review of the project and evaluation of the public benefits associated thereto.

6.2 Determination of Qualification: Within 10 business days of receipt of a complete application, the Staff Technical Support Team will evaluate the application and make a determination that: the project is a qualified project with a public benefit and may be considered for a financial incentive; that additional information is needed to make the determination; or, that the project does not qualify for a financial incentive under this program. Such determination will be made in writing.

6.3 Evaluation of Qualified Projects: Qualified projects will be forwarded to the Project Review Committee for evaluation according to the evaluation matrix. The committee members will be provided copies of the application and any supplemental information provided by the applicant and a technical memorandum prepared by the Staff Technical Support Team. The report will include analysis of the project application and assessment of the public benefits that may result. Each project review committee member will use the application and technical memorandum to score the project against the evaluation matrix. The committee member's total scores will be summed and divided by the number of committee members providing a score to determine the project's average and final score.

6.4 Determination of Financial Incentive Value: The project's total score and other relevant data will be used to determine the financial incentive value based on the annually adopted project funding

schedule and subject to availability of funds at the time of award. Determination of financial incentive value is not a guarantee of availability of funds or of an actual cash value of a project's eligible public improvement costs. Once a determination of financial incentive value is made, the determination and project score are final.

6.5 Development Agreement: Upon completion of the determination of financial incentive value, the project proponent and Staff Technical Support Team shall prepare a development agreement setting forth the terms and conditions under which the financial incentive value will be applied to eligible public improvements costs related to the project.

6.6 City Council Approval: The determination of financial incentive value and corresponding development agreement shall have no force or effect whatsoever unless and until the development agreement is approved by the Spokane City Council and signed by the Mayor.

Project Description

The Ridpath Club Apartments proposes renovation of the Ridpath Hotel building into a mixture of affordable and market rate apartment units with a ground floor restaurant and gift shop. Please see applicant's submittal information for more detail.

Location & Context

The Ridpath Hotel building is located in Downtown Spokane at 515 W. Sprague Avenue. The hotel has been vacant since 2008 and has been fallen into disrepair and vandalism while title conditions and multiple ownerships having complicated efforts to pursue the renovation project.

Financial Partnership Portfolio Evaluation Matrix

Project Based Incremental Revenue

The three year total incremental revenue resulting from the project is estimated at \$184,560. **No points are awarded to the project in this category.**

Job Creation

The completed project is expected to include approximately 31 full time positions with an estimated 50% of those positions paying an hourly wage equal to or greater than \$15.00/hr. **The resulting category score is 16 points.**

Comp Plan, Design and the Environment

The project qualifies under the following criteria:

- | | |
|----------------------------------|----------|
| • Innovative or exemplary design | 5 points |
| • Enhanced Public amenities | 5 points |
| • Green building standards | 5 points |
| • Transit Oriented Development | 5 points |
| • Mixed Use Development | 5 points |
| • Mixed Income Development | 5 points |
| • Historic Preservation | 5 points |
| • Adaptive Reuse | 5 points |
| • Blight Removal | 5 points |

Total Category Score: 45 points

Industry Cluster Advancement

The proposed use is not in an identified priority industry. **The resulting category score is 0 points.**

Geographic Priority Areas

The project is located in the Downtown Target Incentive Area. The resulting category score is 10 points.

Special Considerations Bonus

None.

Total Project Matrix Score: 71 points.

Incentive Value Calculations

The project's total matrix score (71 points) and 3-year revenue return to the City (\$184,560) are used to calculate the incentive value for the project as shown in the table below. By scoring in the second highest category the project warrants a base incentive of \$80,000 plus 15% of the three year revenue (\$27,684) for a total incentive value of \$107,684.

Values-Based Score	71
Revenue (3-Year) \$	184,560

Point Score:	Base Incentive	ROI Multiplier	ROI-Based Incentive	Total Incentive
85+	\$100,000	20%	\$36,912	\$136,912
70	\$80,000	15%	\$27,684	\$107,684
55	\$60,000	10%	\$18,456	\$78,456
40	\$40,000	5%	\$9,228	\$49,228
<40	\$0	0%	\$0	\$0

Recommendation

Staff finds that the project will provide significant public benefits as described in the application and supplemental materials and therefore as a project of Citywide Significance warrants the City's investment of \$107,684 towards public improvements pursuant to the Projects of Citywide Significance Incentive Policy.

Upon the Project Review Committee's final determination of project score and level of financial partnership eligibility, staff and the project proponent will prepare a development agreement setting forth the terms and conditions under which the financial incentive value will be applied to eligible public improvements costs related to the project.

The final development agreement will be forwarded to the Spokane City Council for approval and signature by the Mayor. The determination of financial incentive value and corresponding development agreement shall have no force or affect whatsoever unless and until the development agreement is approved by the Spokane City Council and signed by the Mayor.

Ridpath Club Apartments

PROJECT REVIEW COMMITTEE RECOMMENDATION

Evaluation Matrix Score: 71

Incentive Value: \$107,684

Pursuant to the Projects of Citywide Significance Incentive Policy, the Project Review Committee, hereby:

- ☒ Accepts and concurs with the staff recommendations, evaluation matrix score and determination of financial incentive value, and adopts these recommendations as our own findings for the reasons stated.
- ☐ Accepts and concurs with the staff recommendations, evaluation matrix score and determination of financial incentive value, and adopts these recommendations as our own findings for the reasons stated, with the following modifications:


Project Review Committee Members:


Ben Stuckart, City Council President

3/22/17
Date:


Amber Waldref, City Council

3-22-17
Date:


Rick Romero, Office of the Mayor

3/22/17
Date:


Jonathan Mallahan, Director
Neighborhood and Business Services Division

3/22/17
Date:

cc: Lisa Key, Director, Planning & Development
Andrew Worlock, Economic Development Team Manager, Planning & Development
Applicant

3/22/17

RIDPATH CLUB APARTMENTS

Projects of Citywide Significance		Points Possible	Score
Financial Partnership Portfolio Evaluation			
Project based Incremental Revenue			
City Property Tax, Sales Tax (Retail and Construction), Utility Taxes, Utility Revenues			
Incremental Revenue:			
3 year total incremental revenue:			
Exceeds \$1 million - 30 points			
Between \$750,000 and \$999,999 - 25 points			
Between \$500,000 and \$749,999 - 20 points			
Between \$250,000 and \$499,999 - 15 points			
\$184,560 Max group score possible		30	0
Job Creation			
Number of new jobs			
Greater than 100 - 10 points			
75 to 99 - 8 points			
50 to 74 - 6 points			
25 to 49 - 4 points			
1 to 24 - 2 points			
31		4	
Living Wage Job creation Multiplier (>130%Median Per Capita Income)			
80% to 100% of new jobs - 6X			
60% to 79% of new jobs - 5X			
40% to 59% of new jobs - 4X			
20% to 39% of new jobs - 3X			
10% to 19% of new jobs - 2X			
Less than 10% of new jobs - 1X			
50% estimate		4	
Max group score possible		60	16
Comp Plan, Design and the Environment			
Brownfield redevelopment - 5 points			
Innovative or exemplary site design - 5 points			
Design includes enhanced public amenities - 5 points			
Project Includes Neighborhood or Sub-Area Improvements - 5 points			
Incorporation of Low Impact Development standards - 5 points			
Incorporation of adopted green building standards - 5 points			
Transit Oriented Development - 5 points			
Mixed Use Development - 5 Points			
Mixed Income Development - 5 points			
Historic Preservation - 5 points			
Adaptive reuse - 5 points			
Blight removal - 5 points			
Micro units Parklets on Sprague Evergreen		5 5 5 5 5 5 5 5	
Max group score possible		60	45
Industry Cluster Advancement			
Manufacturing - 10 points			
Aerospace/Aviation - 10 points			
Technology (Biotech, medical, IT, etc) - 10 points			
Tourism - 10 points			
Max group score possible		10	0
Geographic Priority Areas			
Located in a C&C or Downtown - 10 points			
Located in a target investment area - 10 points			
Infill location with existing infrastructure capacity - 10 points			
Max group score possible		10	10
TOTAL SCORE POSSIBLE		170	71
"Special Considerations" Bonus - 10 points			
(Can be added to total score when warranted in consideration of special public benefit factors not addressed above.)			
Median Per capita income \$24,000 est. \$11.5/hr. (2015)			
130% of median per capita income is \$31,200 annually and approximately \$15/hour			

Completed by ARLV

Summary:

- The evaluation point score determines which level of base incentive and ROI multiplier a project can receive
- The base incentive is a straight dollar amount based solely on evaluation points.
- The ROI multiplier is a 'bonus' for projects with high revenue return potential for the City
- The total incentive is the base incentive plus the ROI-based incentive.

Ridpath Club

Values-Based Score	71
Revenue (3-Year)	\$ 184,560

Inputs	\$ 15,500,030	Valuation	Per proposal
	\$ 2,000,030	Annual Taxable Sales	Per proposal
	\$ 50,030	Annual Utilities	Estimate \$4,166/month

Point Score:	Base Incentive	ROI Multiplier	ROI-Based Incentive	Total Incentive
85+	\$100,000	20%	\$36,912	\$136,912
70	\$80,000	15%	\$27,684	\$107,684
55	\$60,000	10%	\$18,456	\$78,456
40	\$40,000	5%	\$9,228	\$49,228
<40	\$0	0%	\$0	\$0

Revenue	\$ 104,150	Construction Sales Tax	
	\$ 16,830	Annual Sales Tax	
	\$ 10,030	NC Property Tax	No prop tax per Special Valuation
		Annual Utility Tax	
	\$ 184,550	3-Year Total	
	1.7	3-Year ROI	
	9.60	Payback in Months	

0
1
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0
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1

**CITY OF SPOKANE —
PLANNING & DEVELOPMENT SERVICES DEPARTMENT
Application for Citywide Significant Incentives**

NOTE TO APPLICANT: Please answer each question completely. If more space is needed, attach additional paper. If you have any questions about this application, do not understand the questions, or need additional information regarding regulations or policies of the City of Spokane, city staff will be happy to assist you.

Applicant: R Ronald Wells Relation to Property Owner Managing Partner
Applicant's Address 2310 W 12th Ave, Spokane, WA 99224
Applicant's Phone # 509-954-6940 Applicant's email address RonWells@ronwellsgroup.com
Property Owner(s) Ridpath Club Apartments LLC
Property Owner's Mailing Address same
Will the existing owners be the owner/operator of the property and/or business following construction ☒ yes ☐ no
If not, who is the project being developed for? _____
Property Address: 515 W Sprague Ave, Spokane, WA 99201 Parcel number(s): attached
Legal Description (Attach additional sheets if needed): attached

PROJECT INFORMATION

Project Name: Ridpath Club Apartments Date Application Completed: 2/21/2017
[] New Construction: # of square feet: _____ # of stories: _____
[] Rehabilitation of Existing Structure: # existing square feet: 134,400 # additional square feet added: 0
What was the prior use? hotel--vacant since 2008 How many prior employees? unk
Were there prior retail sales? yes
Type of development ☐ Manufacturing ☐ Office ☐ Retail ☐ Housing ☒ Mixed use ☐ Other
Other description affordable and market rate apartments, restaurant, gift shop
If retail or mixed use with retail, do you have a verifiable estimate on the projected annual retail sales? ☒ yes ☐ no
If yes, what is the estimate and how can it be verified? estimated restaurant sales \$2,000,000. gift shop space not yet leased. no sales estimate.
If no, provide an average annual sales per square foot estimate, using published industry data for the retail sector nearest to the type proposed. "ICSC - Shopper Spending and Sales/Sqft - Annual Report" www.icsc.org What is that estimate? _____

Estimated total expenditures in the rehabilitation or construction of the entire project: \$ \$15,500,000
Description of project(s)' basic features and any other unique features that relate to the evaluation matrix criteria (Attach additional sheets if necessary): _____

Est. Construction to begin (date) April 2017 Construction completion April 2018
☒ "Before" photos provided electronically. ☒ Site and building plans provided electronically

Will the construction of the project be phased? ☒ no ☐ yes If yes, what will be constructed in each phase and when?

JOB CREATION

How many fulltime permanent employment positions will the project create? (list the fields and the number of jobs in each field)

Apartment management ...4. Restaurant... est 25 FTE. Gift shop...est 2.

What will be the hourly and/or annual wages of each position be? If you don't have verifiable job and wage information for the business(s) to be located in the project, then use the latest published data from the Washington State Employment Securities Department Occupational Employment and Wage Estimates for the Spokane MSA.

<https://fortress.wa.gov/esd/employmentdata/reports-publications/occupational-reports/occupational-employment-and-wage-estimates>.

AFFIRMATION

Initial each statement below:

Don As owner(s) of the property described in this application, I hereby declare under penalty of perjury under the laws of the State of Washington that this application for Incentives and any accompanying documents have been examined by me and that they are true, correct, and complete to the best of my knowledge.

Don The applicant acknowledges that completing and submitting this application is not a guarantee of any specific financial incentive.

Don This application will be used by staff to determine if a project meets the definition of a "Project of Citywide Significance." Additional information may be required for review of project qualifications for incentives.

Don Any incentive that the applicant may receive will require a Development Agreement between the Applicant and the City that will not be valid until it is approved by City Council and signed by the Mayor.

Don Following the approval of the Development Agreement, the original is required to be recorded at the County. At that time, the recording fees for the filing and recording of "Development Agreement" will need to be paid to the City of Spokane by the Applicant.

Signed at Spokane, Washington, this 22 day of Feb 2017

Signature(s) of all Owner(s) and Contract Purchaser(s)

Don

Project of Citywide Significance: *A single private development project which entails the development, construction or physical improvement to real property located within the City of Spokane which equals or exceeds \$5 million in value, not including the value of the property itself, for which there is evidence that such project will provide significant public benefits as such term is defined in the Administrative Policy adopted by Council Resolution 2016-0036.*

For Staff Use Only:

- | | |
|-----------------------------------------------------------------------------------|----------------------------------------------------------------------|
| <input type="checkbox"/> Application signed by owner(s) and contract purchaser(s) | <input type="checkbox"/> Site/Building plans received electronically |
| <input type="checkbox"/> Before photos received electronically | <input type="checkbox"/> Zoning |
| <input type="checkbox"/> GIS Map | <input type="checkbox"/> Right-of-way requirements |
| <input type="checkbox"/> Utility requirements | <input type="checkbox"/> SEPA |
| <input type="checkbox"/> Study requirements | <input type="checkbox"/> Taxable value |
| <input type="checkbox"/> Assessed value | <input type="checkbox"/> State and Federal incentives |
| <input type="checkbox"/> Plan/District implementation | <input type="checkbox"/> Age of existing structures |

SITE/PROPERTY INFORMATION

BUILDING NAME	RIDPATH HOTEL - INCLUDING THE: RIDPATH BUILDING 514 WEST FIRST AVENUE EAST ANNEX BUILDING 502 WEST FIRST AVENUE		
LEGAL DESCRIPTION	RIDPATH: LOTS 3 & 4, BLOCK 9 RAILROAD ADDITION EAST ANNEX: SOUTH 68' OF LOTS 5 & 6 RAILROAD ADDITION		
PARCEL #	RIDPATH:	35191.7120 (35191.7101 TO 35191.7123)	<i>.7101 & .7102</i>
	EAST ANNEX:	35191.7001 TO 35191.7004	<i>Mark Macking</i>
ZONING	DTC DOWNTOWN CORE		
LAND USE PLAN	DOWNTOWN (PARKING EXEMPT DISTRICT)		
SITE AREA	RIDPATH	15,500 SF	0.356 ACRE
	EAST ANNEX	6,800 SF	0.156 ACRE
	TOTAL AREA:	22,300 SF	0.512 ACRE
	100% IMPERVIOUS SURFACE - UNCHANGED		
LANDSCAPING	UNCHANGED: 5 STREET TREES IN EXIST WELLS REPLACE 1 REMOVED TREE PER URBAN FORESTER		
PARKING METERS & SIGNS	UNCHANGED		

Ridpath Club Apartments Project Narrative

Ridpath Club Apartments LLC, in concert with Ron Wells Group will restore this prominent, iconic part of Spokane's history. Our renovation will transform an underused and uninviting area of downtown Spokane into an active and attractive part of the city.

We began detailed planning and design work in July 2012 and entered into Real Estate Purchase and Sale Agreements with the Las Vegas owners of the hotel portions to purchase their condominium property. The project team and the City of Spokane held a pre-development conference. The City formally reviewed our plans, whereupon we gained City approval for the project, with code compliance reviews by all departments, specifically outlining all work necessary for agency approvals. Our architectural plans responded to Predevelopment report, and are now ready for submittal to the City to secure the building permits.

Ridpath Penthouse LLC purchased, and now owns outright, 13 condominium units located on the 12th and 13th floors, the roof above, and unit 1 of the Y (the southeast corner of the building's main floor). With that purchase, Ridpath Penthouse LLC currently controls 83% of the votes of the condominium association, "The Ridpath Tower Condominium Association". This is very useful and important since it gives Ridpath Club Apartments, LLC voting control.

Ridpath Club Apartments also owns the 5,840 square foot restaurant condominium on the main floor and mezzanine level that was historically known as the King Cole Room and then the Silver Grill. A two million dollar renovation of the space in 2008 fully updated the restaurant, grill, and bar. After closing in 2010, it remains in excellent condition, and includes all of the fixtures, furniture, and equipment required for resuming operations. The restaurant is now leased long term to a very successful Spokane restaurateur. This amenity is an important attraction for tenants living in the Ridpath, plus it preserves an important historic element of the former hotel.

We and equity investors in the project have committed cash to support various planning, design, engineering, feasibility, due diligence and start-up costs. The partners and investors in Ridpath Club Apartments and Ridpath Penthouse LLC have spent and/or committed to spend more than \$1,850,000 advancing this project, which excludes the balance due of the purchase price for the Hotel Tower and the attached Y Annex building. We are fully committed to follow through on the renovation and completion of the Ridpath Club Apartments.

We have a lender's offer for a \$9,360,800 construction bond, and a \$8,075,000 permanent mortgage at a low long-term fixed rate. The lender R4 Capital, is confident that we will have final loan commitments and approvals in place, indicating a final loan closing and likely start of construction by April 2017. The facility has undergone an extensive environmental analysis.

The lender commissioned an additional market demand analysis, outlining in detail the strength of the market demand for rental apartments downtown, specifically this type of unit mix. The market demand analysis clearly demonstrates the need and demand for 102 small affordable micro-apartments and 45 studio units in downtown Spokane. The project also includes 58 larger 1-bedroom units, and a 2-bedroom unit.

We have secured nomination of the property to The National Register of Historic Places as well as The Spokane Register of Historic Places. Our renovation plans are qualified as a "certified historic rehabilitation" for the federal investment tax credits. We have agreements in place to monetize the historic rehabilitation tax credits as well as the Low Income Housing Tax Credits (for which the micro-apartments all qualify). Designation on the Spokane Register and qualification of plans also

ensures the project qualifies for the ten-year local option Spokane County Historic Property Tax Abatement. As a result, the project will pay no property taxes for 10 years.

Further, the Ridpath renovation qualifies under the City of Spokane's MFTE Multi-Family Tax Exemption program qualifies for an additional two years of property tax abatement, years 11 and 12. Beyond that, we plan to elect to abate local property taxes in perpetuity on the property tax assessed value attributable to the 180 LIHTC affordable micro-apartments, if we agree to restrict rents, which is a compelling trade-off.

For these 180 apartments, we will keep the rents affordable to tenants earning 60% of median area income. Agreeing to do that for a 15-year period qualifies the property for the Low Income Housing Tax Credit. We have engaged in discussions with representatives of the Washington State Housing Finance Commission to utilize its program that offers outright approval of low income housing tax-credits for 4% bond projects, for which Ridpath Club Apartments has been determined to qualify, and which also avoids the customary higher compensation, but much more competitive, round of LIHTC application and delays.

The existing hotel rooms are easily, economically and efficiently converted to affordable apartments, i.e. the economical "micro-apartments" which are small studio "micro-units" which average 250 square feet. The downtown Spokane State House of Representatives legislative district in which the Ridpath is located has been for decades, and continues to be, dead-last in the list of all 49 state house legislative districts in average per capita income. Therefore, there is great demand for nicely finished affordable apartments in downtown Spokane, and we are confident that those units will easily rent for \$495 per month in 2017 dollars (that will increase each year by affordability index rules). Micro-apartments are an extremely popular urban housing option emerging in Seattle, San Francisco, New York City, and numerous other cities. There will also be 45 larger, traditional studio apartments ranging in size from 330 square feet up to 500 square feet that also qualify for LIHTC basis with rents of \$550 per month. There will be 58 1-bedroom apartments, up to 1,030 square feet, most of which have walk-in closets containing washers and dryers in the apartments. There is also a 2-bedroom apartment on the first floor of the Y Annex. All the apartments in the building, including the relatively small studio apartments will offer top quality highly-efficient kitchens, providing an extremely affordable urban housing option that is ideal for young professionals. Apartments are unfurnished, but some will offer Murphy-beds, while others will assume that tenants will provide futons and other furniture.

At the street level, we will enliven the original entrance lobby, valet parking, and sidewalk to provide amenities for tenants. Tenants will also have access to large common areas on the mezzanine, which will provide shared amenities to accommodate larger groups. A state-of-the-art fitness center is expected to lease and occupy basement space in the East Annex, and we have interest from an experienced fitness chain anxious and ready to sign an LOI. Private studio rooms for the exclusive use of apartment tenants located in the upper mezzanine will offer big-screen televisions and luxurious, comfortable studio-styled seating.

The "east annex" as it was known historically was formerly the historic YWCA building adjacent to the Ridpath tower. Built in 1906, the 'Y' has a dramatically beautiful swimming pool, 40' wide by 70' long, in the basement, finished in exquisite Italian marble and tile -- which has been boarded up since 1961 and will be restored to its former glory.

The Ridpath's parking garage has spaces to serve 30 tenants who wish to pay for secure on-premises parking. We also intend to have two or more Zip-Cars assigned to the property, available to tenants.

We have a signed construction contract for the build-out of the project, including all improvements, upgrades, and code-mandated work as shown in the architectural working drawings. We secured bid proposals from a wide range of the most qualified purveyors, suppliers, distributors, contractors, and subcontractors of all major building components. We have also performed detailed analysis and take-offs of materials and labor costs for all major work components. For example, we have secured and reviewed bids from six qualified elevator upgrade and maintenance contractors operating in the Inland Northwest. We signed a contract for construction with a local general contractor, Baker Construction & Development, who is very highly experienced and well-respected in Spokane, especially with building large apartment projects as well as historic rehabilitation projects.

We have planned a highly viable and very desirable downtown apartment development that includes many attractive and appealing amenities. The Ridpath Club Apartments will serve a growing need for market-rate, walkable downtown housing options, revitalize an underused section of downtown Spokane, and restore a prominent, historically significant local landmark. We are very excited about this important, transformative project that will make a positive contribution to Spokane's growth and vitality.

If you have any questions, feel free to contact Ron Wells at (509) 954-6940.

Ridpath Frequently Asked Questions

Background:

The Ridpath is a historic building located at 515 W Sprague in Downtown Spokane. Originally constructed as a hotel, the Ridpath closed its doors for business in 2008 and has remained largely unoccupied since closing. A complex ownership structure, changing hotel market and high rehabilitation costs have been contributing factors to the building's continued vacancy. In 2011, the City building official and fire marshal found that the building had deteriorated to a point where it posed a threat to health and safety. Subsequently, the building has been secured and life safety concerns have been addressed. Most recently, Mr. Ron Wells and partners have worked with prior owners, courts, lenders and others to develop a plan and financing package to redevelop the Ridpath into a 206-unit apartment building.

The City is considering providing public assistance in the form of a \$1.75 million loan, an economic development incentive package worth \$108k and a 12-year, multi-family property tax exemption to support redevelopment of the Ridpath including the development of 180 units of affordable housing.

Why is the City considering this project for public investment?

The City is considering investment in the Ridpath to create affordable housing, remove blight from downtown and meet a need that has not been met by the private sector.

- **Affordable Housing:** The project creates 180 units of affordable housing that will serve low and middle income households for at least 30 years.
- **Blight:** Vacant buildings in a downtown core erode property values and increase demand for public expense through public safety and emergency services. The Ridpath has posed a threat to health and safety due to deteriorated conditions that create a higher risk of fire and other public safety emergencies.
- **Economically infeasible to develop without public assistance:** Due to the complex ownership structure, changing demand in the hotel market and high rehabilitation costs of the Ridpath, failure of previous attempts for redevelopment, it is unlikely that the Ridpath can be redeveloped without public assistance.

What source of funding is being used and why not use it for something else?

The City is proposing that revenues from a retired federal grant program, known as Rental Rehabilitation, be used to fund the Ridpath redevelopment loan. The City stopped receiving new funds through the Federal Rental Rehabilitation program in 1990. The City continued to receive revenues after the program ceased to operate from affordable housing loans issued prior to 1990. These funds have been held in reserve since 1990 and have been used in extraordinary circumstances to support affordable housing. The City is obligated to use these funds for the purpose of supporting, creating, maintaining or rehabilitating affordable housing.

What decisions will the City Council be asked to make for Ridpath redevelopment?

The City Council will be asked to consider three items related to the Ridpath redevelopment. A resolution affirming the Council's support for these items will be considered for a final reading and vote by the Council during the regularly scheduled legislative session on Monday, April 24.

- **Loan Agreement:** This contractual agreement details the terms of the City's financing including affordability requirements, interest, loan term, repayment schedule and other requirements. (\$1.75 million proposed loan)
- **12-year Multifamily Tax Exemption (MFTE):** The MFTE exempts new multifamily housing projects, within targeted areas, from paying a portion of property taxes for up to 12 years. (\$550K in deferred property tax revenues)
- **Projects of Citywide Significance Incentive:** This developer's agreement commits the City to reimburse developers of projects over \$5 million in value for certain expenses for improvements to the public right-of-way up to a defined value. The value of the incentive is based on an objective set of criteria that have been adopted by the City Council through resolution. (\$108k value)

What is the City doing to protect the public's potential investment?

In part, the Ridpath has not been redeveloped because there is inherent risk related to this project. If risk were not a factor, there would not be a need for public financing. The City's has established reasonable underwriting guidelines to mitigate risk for the public's investment*.

The City has contracted with Impact Capital, a Community Development Financial Institution (CDFI), to provide third party underwriting support and analysis for this project. Impact Capital will provide their analysis, consistent with City underwriting criteria, which will identify project risks and propose potential mitigations to the City prior to loan approval.

If funded, when will the project be completed?

The project has a 27 month construction and lease-up schedule that will begin in May 2017 and is scheduled to be completed in August 2019. Construction is planned to be completed 12 months after beginning. The project will begin leasing units throughout the construction process.

What will it cost to rent an apartment in the Ridpath?

The Ridpath will offer a variety of apartment options for tenants including micro apartments, studios, one bedroom and two bedroom apartments.

Apartment Type	Number of Units	Square Footage	Monthly Rent
Micro Apartment	102	249	\$453
Studio	45	336	\$520
1 Bedroom	6	530	\$791
1 Bedroom (affordable)	47	517	\$702
1 Bedroom Loft	1	844	\$1,122
1 Bedroom Loft (affordable)	4	844	\$702
2 Bedroom Loft	1	985	\$1,352

Listed rental rates include water, sewer, trash and electric utilities.

What is the total cost of the redevelopment project?

The total project will represent a \$20.9 million investment in acquisition, development and construction costs.

What is the financial impact of this project on the City's budget?

Expenses:

\$108k – Projects of Citywide Significance reimbursement for public infrastructure

\$1.75 million – Redevelopment Loan

\$550K – deferred property tax revenue

\$2.4 million – Total Expense

Revenues:

\$104K – Construction tax (one-time)

\$10K – Annual utility tax revenue

\$17K – Estimated annual sales tax revenue

\$4.99 million – Estimated loan payments over full loan term (25 years)

Current calculations do not include expense mitigation from reduced public safety costs or increases in property tax revenue from surrounding properties resulting from Ridpath redevelopment.

The City anticipates full recovery of \$2.4 million in direct expense and deferred property tax revenue in year 19 of the project. This repayment schedule assumes the project performs consistent with the current 30-year profoma. Given the risks inherent in this project, repayment schedule may change significantly.

Ridpath Revenue Summary						
Year	YR 1	YR 5	YR 10	YR 15	YR 20	YR 25
Utility Tax Revenue*	\$10,000	\$11,125	\$12,710	\$14,521	\$16,590	\$18,954
Sales Tax Revenue*	\$17,000	\$18,912	\$21,606	\$24,685	\$28,202	\$32,221
Construction Tax	\$104,000	\$0	\$0	\$0	\$0	\$0
Loan Payments	\$0	\$24,514	\$39,165	\$56,731	\$513,488	\$91,922
New Property Tax Revenue**	\$0	\$0	\$0	TBD	TBD	TBD
Annual Revenue	\$131,000	\$54,550	\$73,482	\$95,936	\$558,280	\$143,097
Cumulative Revenue	\$131,000	\$310,726	\$638,335	\$1,071,833	\$3,353,446	\$6,045,712
*Assumes annual 2.7 percent increase in utility and sales tax revenue						
**Property tax exemptions beyond year 12 are possible						

**Agenda Sheet for City Council Meeting of:**

04/24/2017

<u>Date Rec'd</u>	4/11/2017
<u>Clerk's File #</u>	OPR 2017-0283
<u>Renews #</u>	

Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	ORD C32575, C-
Contact Name/Phone	JONATHAN 625-6734	Project #	
Contact E-Mail	JMALLAHAN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4700 - MFTE RIDPATH		

Agenda Wording

Approve and authorize a Multi-Family Tax Exemption Conditional contract for 214 units across two buildings at 502 & 514 W. First (aka 515 W Sprague), including 206 apartments and 8 condominium units. (Riverside Neighborhood Council)

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. The State statute and the City ordinance require the City to approve the

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session</u>	04/13/17
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	rdevin@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	kkeck@spokanecity.org	
<u>Additional Approvals</u>		msharts@spokanecity.org	
<u>Purchasing</u>		jrichman@spokanecity.org	
		abrast@spokanecity.org	
		kbecker@spokanecity.org	
		mpiccolo@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

application regarding the tax exemption and the necessary construction requirements. The City has received an application from Ridpath Club Apartments, LLC for a project of 214 multi-family housing units at 515 W Sprague. The staff has reviewed the application and determined that it meets the requirements of Chapter 8.15 SMC and qualifies for the tax exemption. This contract authorizes the appropriate city official to enter into the attached Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.

Fiscal Impact

Budget Account

Select \$

#

Select \$

#

Distribution List

lmcagoon@workwith.com

ronwells@reonwellsgroup.com

BRIEFING PAPER

City of Spokane

MFTE Incentive Program

April 13, 2017

Subject:

A Multi-Family Tax Exemption Conditional Contract for 214 units across two buildings at 515 W Sprague (206 apartments and 8 condo units).

Purpose:

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. The City has received an application from Ridpath Club Apartments, LLC for a project of 214 multi-family housing units at 515 W Sprague. The staff has reviewed the application and determined that it meets the requirements of Chapter 8.15 SMC and qualifies for the tax exemption. This contract authorizes the appropriate city official to enter into the attached Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.

Details:

Ridpath Club Apartments, LLC

MFTE target area: Downtown

Qualifying parcels: 35191.7119, 35191.7001-.7004, and 35191.7101-.7123

Units: 214 total units (206 rental apartments and 8 for sale condo units)

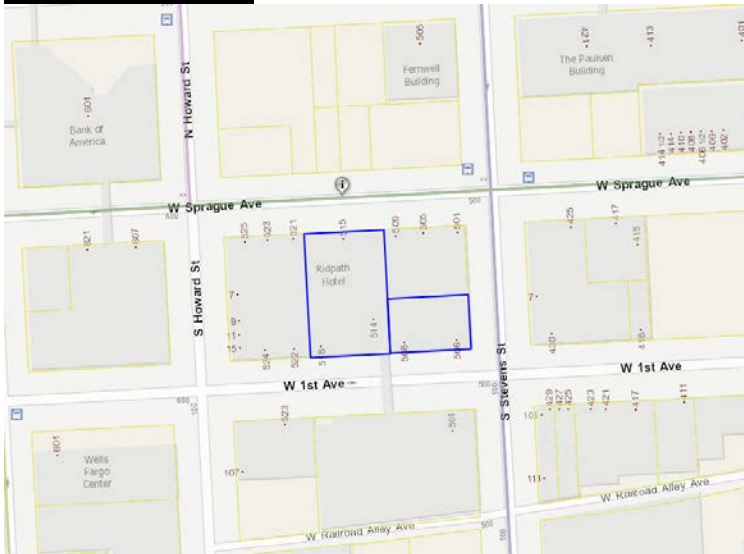
Average Sq Ft: 400 sqft

STA Routes: Multiple routes adjacent to site; STA Plaza 1 ½ blocks away

Affordable: Affordable Rate

Projected Foregone Tax Revenue over 12 Years: \$550,801

Project Area Map:



For more information contact: Ali Brast, 509-625-6638, abrast@spokanecity.org
Planning & Development Services Department

Tax Abatement Information:

Applicant's Appraisal Reports: The Ridpath has had two appraisals with hypothetical unrestricted values at \$10.1 M - \$12.3 M. These numbers include portions of the property that will still be taxable. So for this MFTE value estimate the lower value has been used.

Ridpath					Spokane '16	Property	
			Average		TCA10-15	Increase	City
			Unit MV	MV Project	Rate	in value	Tax Forgone
Applicant's estimated post construction Market Value			\$ 49,029	\$ 10,100,000			
2017 City's tax rate of 4.30					0.0043		
1% increase in property value over 12 yrs						1,280,933	
Estimate City of Spokane tax not collected over 12 yrs							550,801

Ridpath						
					Spokane '17	Spokane property
# of Yrs.	Taxable Value	Annual increase	increase in value		TCA10-15	tax not collected
1	10,100,000	1%	101,000		0.0043	43,430
2	10,201,000	1%	102,010		0.0043	43,864
3	10,303,010	1%	103,030		0.0043	44,303
4	10,406,040	1%	104,060		0.0043	44,746
5	10,510,101	1%	105,101		0.0043	45,193
6	10,615,202	1%	106,152		0.0043	45,645
7	10,721,354	1%	107,214		0.0043	46,102
8	10,828,567	1%	108,286		0.0043	46,563
9	10,936,853	1%	109,369		0.0043	47,028
10	11,046,221	1%	110,462		0.0043	47,499
11	11,156,683	1%	111,567		0.0043	47,974
12	11,268,250	1%	112,683		0.0043	48,453
			1,280,933			550,801

Recommendation:

Pursuant to SMC 08.15.060, the city council certifies the qualified property owner for this property tax exemption. This contract will be brought forward to City Council in the next few weeks.

For more information contact: Ali Brast, 509-625-6638, abrast@spokanecity.org

Planning & Development Services Department

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Ridpath Club Apartments, LLC, as "Owner" whose business address is 310 W 12th Avenue, Spokane, WA 99224.

W I T N E S S E T H:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

RIDPATH TOWER CONDOMINIUMS 1ST AMEND UNIT 18 (AFN# 5685317) TOG W/ UNDIVIDED INTEREST IN COMMON ELEMENTS, Y CONDOMINIUM UNIT 1 (AFN# 5613969) TOG W/ 6.26% INTEREST IN COMMON AREAS, Y CONDOMINIUM UNIT 4 (AFN# 5613969) TOG W/ 1.27% INTEREST IN COMMON AREAS, RIDPATH TOWER CONDOMINIUMS UNIT 1 (AFN# 5644426) TOG W/ UNDIVIDED INTEREST IN COMMON ELEMENTS, and RIDPATH TOWER CONDOMINIUM 2ND AMENDMENT UNIT 21 (AFN# 5712625) TOG W/ UNDIVIDED INTEREST IN COMMON ELEMENTS

Assessor's Parcel Number(s) 35191.7120, 35191.7001, 35191.7004, 35191.7101, and 35191.7123, commonly known as 514 W 1st Avenue Unit 18, 502 W 1st Avenue Unit 1, 502 W 1st Avenue Unit 4, 514 W 1st Avenue Unit 1, and 514 W 1st Avenue Unit 21.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, approximately 214 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees

that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2017

CITY OF SPOKANE

Ronald Wells for Ridpath Club Apts, LLC

By: _____

By: _____

Mayor, David A. Condon

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2017.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2017.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____