DEPOSITORY SERVICES MASTER AGREEMENT Contract Number: 215-178

This Agreement (the "Agreement") is effective this the 20th day of October, 2015 between the City of San Marcos, Texas (the "City"), 630 East Hopkins, San Marcos, Texas 78666 and Wells Fargo Bank, N.A. (the "Depository") 123 North Edward Gary Street, San Marcos, Texas 78666-5703 for the provision of bank depository services.

The City and the Depository agree as follows:

ARTICLE 1 STANDARDS OF PERFORMANCE

- 1.1 The performance of all services by the Depository in connection with this Agreement will be by persons appropriately licensed or registered under State, local and Federal laws. The Depository certifies that it is a federally chartered financial institution, a member of the Federal Reserve System and is insured by the Federal Depository Insurance Corporation (the "FDIC"). In performing all services under this Agreement, the Depository will use that degree of care and skill ordinarily exercised by national financial institutions that possess special expertise in the types of services involved under this Agreement. In addition, the Depository will comply with the Texas Public Funds Collateral Act.
- 1.2 The Depository will not subcontract any work required under this Agreement specifically on the City's behalf without prior written approval from the City. Any work or services subcontracted by the Depository specific to this Agreement will be subject to each applicable provision of this Agreement. In the event the Depository engages any subcontractor or other third party in the performance of this Agreement, the Depository with be responsible for such subcontractor's or third party's performance in accordance with the terms and conditions of this Agreement.
- 1.3 Any provisions in this Agreement pertaining to the City's review, approval and/or acceptance of written materials prepared by the Depository and/or its subcontractors, contractors and subconsultants in connection with this Agreement will not diminish the Depository's responsibility for the materials.
- 1.4 The Depository will perform all of its services in coordination with the City. The Depository will advise the City of data and information the Depository needs to perform its services. The City may require a review meeting with the Depository representatives occasionally to evaluate the working relationship between the City and the Depository. The objective of these meetings is to address any problems and to discuss the procedures involved in protecting the City's funds and pledged collateral. Ryan Branigan, Senior Business Relationship Manager, is the Depository's representative under this agreement. The Depository will notify the City prior to any change in the Depository's representative.

- **1.5** The Depository and the City, designate the Bank of New York Mellon as the Custodian to hold in trust, according to the terms and conditions of this Agreement, any necessary collateral and substitute collateral, which may be required under this Agreement.
- 1.6 The Depository will use its best efforts to promptly notify the City in writing of any changes in Federal or State regulations or laws that would materially affect this Agreement. The Depository will also use its best efforts to notify the City of any services that become available to the City throughout the term of this Agreement. The Depository's primary service location for purposes of this Agreement is its branch located at 123 North Edward Gary Street, San Marcos, Texas 78666-5703, San Marcos, Texas. The City will address all service problems to the Depository Representative.

ARTICLE 2 DEPOSITORY SERVICES

2.1 REQUIRED AND OPTIONAL SERVICES

- 2.1.1 The services included in this agreement are detailed in the City's Request for Applications ("RFA") and the Depository's Response to the City's RFA which are both by reference as detailed in subsection 2.1.3 below.
- 2.1.2 The Depository's services do not include any investment transaction activities other than safekeeping services as described in the RFA. In connection with any such safekeeping services, the Depository will comply with the City's Investment Policy. The City will have sole discretion regarding City funds. The City is under no obligation to maintain funds with the Depository except under a compensating balance situation.
- 2.1.3 Both the City and the Depository acknowledge and agree that the following documents are incorporated as part of this Agreement for all intents and purposes:
 - a) Depository's Application Form and Responses to RFA 215-178 (Attachment A)
 - b) Depository's Fee Schedule and Earnings History Form (Attachment B);
 - c) The City's RFA (included by reference);
 - d) Depository's Master Agreement for Treasury Management Services, related acceptance of services documents and service descriptions, and, including by reference, all other associated documents necessary for the implementation of the Master Agreement for Treasury Management Services, and Depository's applicable account agreement (Attachment C);
 - e) Depository Pledge Agreement (Attachment D);
 - f) Safekeeping Agreement (Attachment E) and Safekeeping Addendum (Attachment F);
 - g) The City's RFA (included by reference);
 - h) Any other service agreements and forms and documentation as determined necessary by the Depository and the City during the course of the agreement, in order to provide the services requested herein.

In the event of conflict, dispute, or discrepancy between the provisions of this Agreement and the

Attachments enumerated in this Section, the order of precedence will be A) this Agreement, and B) the remaining documents listed above according to their descending alphabetical order beginning with Attachment A.

2.1.4 The Depository will furnish at its own expense all necessary administrative services, office space, equipment, clerical personnel, telephone and other communication facilities, and insurance coverage.

2.2 ADDITIONAL SERVICES/CHANGE IN SERVICES/PROJECT ASSUMPTIONS

- 2.2.1 The City and the Depository agree that any substantial deviations from the scope of services as they are described in Section 2.1 of this Agreement are considered additional services. The Depository will submit a written estimate of the total fee for any additional services to the City and obtain the City's authorization before initiating any additional services. Should the City choose to utilize additional services available from the Depository that are not included in this Agreement, the City will negotiate the cost for those services with the Depository and will pay the negotiated rate.
- 2.2.2 Each material change (deletion or addition) in the services to be provided by the Depository must be authorized by the City on the Authorization of Change in Services form attached to this Agreement as Attachment G. Compensation for additional services will be in addition to that specified for those services referenced in Section 2.1. The approval of the City's governing body is necessary for all additional services the compensation for which exceeds \$50,000.00.

ARTICLE 3 THE CITY'S RESPONSIBILITIES

The City will:

- **3.1** Provide full information to the Depository regarding the City's requirements for the Depository's services under this Agreement. The City will furnish the Depository with copies of data and information in the City's possession needed by the Depository to perform its services, at the Depository's request.
- 3.2 Designate Heather Hurlbert, Finance Director as the City's authorized representative to act on the City's behalf with respect to this Agreement. The City will examine the documents and information submitted by the Depository and promptly render responses to the Depository on issues requiring a decision by the City.
- **3.3** Bear all costs incident to this Article.

ARTICLE 4 COMPENSATION

4.1 PAYMENTS TO THE DEPOSITORY

- 4.1.1 The City will compensate the Depository for the performance of its services as proposed in Attachment B, Fee Schedule that is attached to this Agreement, on either a fee or compensating balance basis in accordance with established industry practice. The Depository acknowledges that the City reserves the right to open and/or close any of its accounts throughout the term of this Agreement. All fees listed in Attachment B will apply to new accounts that are opened by the City during the term of this Agreement.
- 4.1.2 It will be the City's sole option as to which compensation methodology it will utilize. The City will notify the Depository of a change in compensation methodology at least 30 calendar days before the implementation of such a change. Implementation of the change will be made only on the first day of a new calendar month.
- 4.1.3 Payments on account of the Depository's services will be made 10 calendar days after the City's receipt of the Depository's Account Analysis Statement, less any disputed amounts, pending resolution thereof. Requests for payment on account of additional services must also be accompanied by an Authorization of Change in Services form executed by the Depository and the City.
- 4.1.4 The Depository will waive check cashing charges for "on-us" presented checks drawn on accounts maintained by the City under this Agreement.
- 4.1.5 The Depository will not include Federal taxes or State of Texas limited sales excise and use taxes in its invoices or vouchers and statement of costs. The City is exempt from payment of such taxes and the Depository may retrieve a resale certificate for use in connection with this Agreement from the State of Texas Comptroller's website.

ARTICLE 5 DEPOSITORY'S RECORDS

- **5.1** The Depository will keep accurate records in which complete and correct entries will be made of all transactions relating to the receipts, disbursements, deposits, withdrawals and transfers in accordance with generally accepted accounting principles. Such records will be available for inspection by the City or its representatives during business hours and during mutually convenient times.
- **5.2** The City, its auditors, federal auditors, and state agencies that have monitoring or auditing responsibilities for this Agreement will have access, upon reasonable notice, to any books, documents, papers and records of the Depository which are directly pertinent to this Agreement.
- 5.3 The Depository will furnish annual audited financial statements and information, as the

City may request pertaining to the matters covered by this Agreement. The Depository will provide the City with a copy of any public information concerning changes in ownership, management, or financial position of the Depository or its parent as soon as information becomes available.

ARTICLE 6 OWNERSHIP AND USE OF DOCUMENTS

- **6.1** All documents provided by the Depository in connection with this Agreement are the property of the City.
- **6.2** The Depository or its successors will retain all of its records and supporting documentation relating to this Agreement, and not delivered to the City, for a period of three years except in the event that the Depository goes out of business during that period, it will turn over copies, to the City, all of its records relating to its services under this Agreement for retention by the City.

ARTICLE 7 TERM/TERMINATION OF AGREEMENT

- **7.1** The term of this Agreement begins on November 1, 2015, and will continue for a period of five years until October 31, 2020 unless terminated in accordance with subsection 7.2 or 7.3 below.
- 7.2 The City may terminate this Agreement for convenience and without cause upon at least 15 calendar days prior written notice to the Depository. The Depository may terminate this Agreement for convenience and without cause upon at least 90 calendar days prior written notice to the City.
- 7.3 This Agreement may be terminated by either party upon 60 calendar days prior written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination.
- **7.4** In the event of termination as provided in this Article, the City will compensate the Depository for all services satisfactorily performed to the termination date that are in accordance with this Agreement. The City will pay this amount upon the Depository's delivering to the City all previously undelivered information and materials developed or accumulated by the Depository in performing the services described in this Agreement, whether completed or in progress. The expense of reproduction of these items will be borne by the City.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 The Depository will indemnify, hold harmless and defend the City and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind (collectively, "Claims") arising solely from the negligent or intentional wrongful acts or omissions of the Depository, its officers, employees or agents. This will include, but

not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, expert witness fees and all other expenses incurred by the City arising in favor of any party, including the amounts of any damages or awards resulting from claims demands and causes of action for personal injuries, death or damages to property, alleged or actual infringement of patents, copyrights and trademarks in the performance of the work or the incorporation in the work of any invention, design, process, product or device and without limitation by enumeration, all other claims, demands, or causes of action of every character occurring, resulting, or arising solely from any negligent or intentional wrongful act, error or omission of the Depository and/or its agents and/or employees. This obligation by Depository will not be limited because of the specification of any particular insurance coverage in this Agreement.

8.2 The Depository will procure and maintain at the Depository's expense insurance with insurance companies authorized to do business in the State of Texas, covering all operations under this Agreement, whether performed by the Depository's agents, subcontractors or employees. Before commencing the work, the Depository will furnish to the City a certificate or certificates in form reasonably satisfactory to the City, showing that the Depository has complied with this paragraph. The Depository will give the City at least 30 calendar days prior written notice of any change or cancellation of any insurance that results in noncompliance with this paragraph. Failure of the Depository to demand a certificate or other sufficient evidence of full compliance with these insurance requirements or failure of the Depository to identify a deficiency from the evidence that is provided as proof of insurance will not be construed as a waiver of the Depository's obligation to maintain the required insurance coverage specified herein. Commercial general liability insurance and motor vehicle insurance will be written with the City of San Marcos, Texas included as an additional insured and will provide or be endorsed to provide a waiver of the carrier's right of subrogation against the City. The kinds and amounts of insurance required are as follows:

<u>Workers' Compensation Insurance and/or Employer's Liability</u>: In accordance with the provisions of the Workers' Compensation Act of the State of Texas and/or \$500,000.00/\$500,000.00 for Employer's Liability.

<u>Liability Insurance</u>: (1) Commercial general liability insurance (standard ISO version) with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate, providing coverage for, but not limited to, bodily injury and property damage, premises/operations, products/completed operations, independent providers as applicable (2) Business Motor Vehicle liability insurance (standard ISO version) in an amount not less than \$1,000,000 per occurrence (3) professional liability coverage to cover lawful claims arising in connection with the Project in the combined single limit amount of at least \$1,000,000.00 as applicable.

<u>Commercial Crime/Fidelity Bond</u> – Limit not less than the value of funds or properties in control of Depository until delivered to City The Depository agrees to furnish a Commercial Crime/Fidelity Bond for Employee Dishonesty on a blanket basis.

The stated limits of insurance required by this Paragraph are minimum only—they do

not limit the Depository's indemnity obligation, and it will be the Depository's responsibility to determine what limits are adequate. These limits may be basic policy limits or any combination of basic limits and umbrella limits. The City's acceptance of Certificates of Insurance that do not comply with these requirements in any respect does not release the Depository from compliance with these requirements

ARTICLE 9 MISCELLANEOUS PROVISIONS

- **9.1** This Agreement is governed by and will be construed under the applicable laws of the United States and the laws of the State of Texas. All obligations of both parties are performable and exclusive venue for any dispute arising under this Agreement is in the state or federal courts in or for Hays County, Texas.
- **9.2** As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations will commence to run and any alleged cause of action will be deemed to have accrued when the party commencing the cause of action knew or should have known of the existence of the subject act(s) or failure(s) to act.
- **9.3** The Depository will not use funds received by it directly or indirectly under the terms of this Agreement for any partisan political activity or to further the election or defeat of any candidate for public office.
- 9.4 The Depository hereby affirms that the Depository has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of his/her immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide professional services to the City within the two years preceding the execution of this Agreement. A campaign contribution, as defined by the Texas Election Code or the San Marcos City Code will not be considered as a valuable gift for the purposes of this Agreement The Depository further agrees that none of its paid personnel will be employees of the City or have any contractual relationship with the City. All activities, investigations, and other efforts made by the Depository pursuant to the Agreement will be conducted by employees, associates, or independent contractors of the Depository.
- 9.5 As applicable to this Agreement, the Depository understands that funds for the payment for services performed by the Depository under this Agreement have been provided through the City's budget approved by City Council for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. The City cannot guarantee the availability of funds, and enters into the Agreement only to the extent such funds are made available. The Depository acknowledges and agrees that it will have no recourse against the City for its failure to appropriate funds for the purposes of the Agreement in any fiscal year other than the year in which the Agreement was executed. The fiscal year for the City extends from October 1st of each calendar year to September 30th of the following calendar year.
- **9.6** In performing the services required under this Agreement, the Depository will not discriminate against any person on the basis of race, color, religion, sex, national origin, age,

disability or ancestry. The Depository agrees not to engage in employment practices, which have the purpose or effect of discriminating against employees or prospective employees because of race, color, sex, religion, national origin, age, disability or ancestry. A breach of this covenant may be regarded as a default of this Agreeement by the Depository.

- **9.7** All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. The term "will" is mandatory in this Agreement.
- **9.8** Should any provision in this Agreement be found or deemed invalid, this Agreement will be construed as not containing the provision, and all other provisions, which are otherwise lawful, will remain in full force and effect, and to this end, the provisions of this Agreement are declared severable. Paragraph and Section headings included in the Agreement are for convenience only and are not intended to define or limit the scope of any provisions of the Agreement.
- **9.9** All services provided pursuant to this Agreement are for the exclusive use and benefit of the City and this Agreement does not create rights in third parties.
- **9.10** In performing all services under this Agreement, the City, the Depository, its subcontractors, successors and assigns will comply with all applicable local, State and Federal laws.
- **9.11** The City's execution of and performance under this Agreement will not act as a waiver by the City of any immunity from suit or liability to which it is entitled under applicable Texas law. The parties acknowledge that the City, in executing and performing this Agreement, is a governmental entity acting in a governmental capacity.
- **9.12** Each party will have the right to declare the other party in breach of the Agreement for cause when such party determines that the other party has not performed this Agreement in accordance with its written terms and conditions.
- **9.13** The City of San Marcos is governed by the Texas Public Information Act (the "Act"), Chapter 552 of the Texas Government Code. This Agreement and all written reports and data generated under this agreement may be subject to release under the Act. Except as required by applicable law or legal process or upon the request of a governmental regulator having jurisdiction over the Depository, the Depository will not make any reports or data, etc. generated under this Agreement available to any individual or organization without the written approval of the City.
- **9.14** The captions or headings included in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, articles, or sections of this Agreement.
- **9.15** In the event that the performance by either the City or the Depository of any of its obligations under this Agreement is interrupted or delayed by events outside of their control such

as acts of God, war, riot or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of such events.

- **9.16** In the event of a default or breach of this Agreement by a party, the other party reserves the right to choose among the remedies for the default or breach available to such non-defaulting/breaching party. These remedies may be used in conjunction with one another or separately, and together with any other statutory or common law remedies available to such non-defaulting/breaching party. Any failure by either party to enforce this Agreement with respect to one or more defaults by the other party will not waive such party's ability to enforce the Agreement after that time.
- **9.17** If applicable, the Depository will pay all license fees, royalties and other costs incident to the use of any invention, design, process, product or device subject to a patent right or copyright held by others in performing the work or in the completed project.
- **9.18** It is expressly agreed that the Depository is an independent contractor and not an employee, agent partner or joint venturer with the City. The Depository will not pledge or attempt to pledge the credit of the City.
- **9.19** It is the City's intent to be proactive with regard to the environment. The Depository is encouraged to utilize green solutions in performing any services under the Agreement, as appropriate. The City encourages "value purchasing" of environmentally friendly products.
- **9.20** The Depository's attention is called to the fact that pursuant to San Marcos Ordinance No. 2013-57, as amended, all City of San Marcos owned and rented/leased properties are smoke free properties. The Depository's subconsultants and employees are prohibited from smoking while on City property. This prohibition includes the enclosed areas of public places and workplaces and within 10 feet of doors and windows of City-owned or rented buildings, all City parks and the grounds outside of any City building. This prohibition includes e-cigarettes and other inhaled vapor devices. The City may terminate this Agreement for noncompliance with this ordinance.

ARTICLE 10 SUCCESSORS AND ASSIGNS

- **10.1** The City and the Depository, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The City and the Depository will not assign, sublet or transfer any interest in this Agreement without the prior written consent of the other.
- 10.2 Notwithstanding any other provision of this Agreement which may be to the contrary, this Agreement and the respective rights and obligations of the parties under it will remain in full force and effect and not otherwise be affected by the merger of the Depository with a third party, or by the acquisition of the Depository by a third party. The Depository will notify the City in writing of any change in its partnership and/or ownership within 30 calendar days from the date

of such change.

ARTICLE 11 EXTENT OF AGREEMENT

- 11.1 This Agreement, including the documents enumerated in Subsection 2.1.3, represents the entire and integrated Agreement between the City and the Depository and supersedes all prior negotiations, representations or agreements either written or oral. In the event of a dispute between the City and Depository regarding the intent of this Agreement, both parties agree that this Agreement will be construed in a manner consistent with the City's Request for Applications the Depository's application and the public record of the City Council's approval of this agreement as applicable. The Depository's expenses for travel, office, production and other expenses associated directly or indirectly with this Agreement are included as part of the total fee. This Agreement may be amended only by separate written instrument which must be signed by both the City and the Depository. The City's governing body must approve any such authorization of change in services or amendment unless the compensation for which does not exceed \$50,000.00.
- 11.2 The RFA, the response to the RFA and all exhibits and/or attachments attached to this Agreement are incorporated by reference into this Agreement as though included verbatim herein.
- 11.3 In the event of any conflict between the Agreement and the provisions of any exhibit or attachment to this Agreement, this Agreement will govern and control.

ARTICLE 12 NOTICES

12.1 Notices required under this Agreement will be provided by the parties to one another by certified mail, return receipt requested, or by confirmed facsimile transmission, to the following addresses:

To the City: City Manager

City of San Marcos 630 E. Hopkins San Marcos, Texas 78666 To the Depository: Ryan Branigan, Senior Business Relationship Manager Wells Fargo Bank, N.A. 123 N. Edward Gary Street

San Marcos, Texas 78666

This Agreement will be effective as of the day and year established in the first paragraph of this Agreement.

City of San Marcos	Wells Fargo Bank, N.A.
By: Jared Miller, City Manager	By:(Signature)
	(Printed or typed name)
	(Title)
Date:	Date:

Attachment A Depository Application Form and Responses to RFA 215-178



City of San Marcos Response to Request for Depository Services Application RFA 215-178

July 16, 2015

Submitted by:

Ryan Branigan Relationship Manager 512-753-3225 ryan.p.branigan@wellsfargo.com

Katy Dodd Treasury Management Sales Consultant 512-344-7768 katy.dodd@wellsfargo.com

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Wells Fargo Bank, N.A. 123 North Edward Gary Street San Marcos, TX 78666

wellsfargo.com

July 16, 2015

Cheryl Pantermuehl, CPPO, CPPB The City of San Marcos 630 E. Hopkins Street San Marcos, TX 78666

Dear Ms. Pantermuehl,

Wells Fargo Bank is pleased to have the opportunity to present this proposal to the City of San Marcos ("the City"). Wells Fargo prides itself on adding value by working closely with our customers to meet their financial management goals. With our combination of local relationship management and national product leadership, we commit to providing the service that will meet and exceed your expectations. Within the State of Texas over 600 governmental entities currently maintain deposit relationships with us. Be assured, our bank has the resources and the experience to ensure your relationship is managed in the highest standards. Wells Fargo is committed to delivering the most advanced technology in a very cost efficient manner. We commit that as product enhancements are developed, we will offer them to the City.

Wells Fargo values our relationship with the City. Our response to the proposal is an opportunity, like all businesses, to re-evaluate our cost of delivering the best products and services and to adjust our prices accordingly. Wells Fargo will provide the City the following incentives:

- Comprehensive treasury management services priced competitively.
- Superior service through our Commercial Electronic Office® (CEO®) portal. No other U.S. bank offers such a broad range of commercial banking services through a single sign-on internet portal.
- Bank supplies. We will provide the City with an annual allowance of \$500 for tamper resistant bags that can be used for branch or armored car service deposits.
- Superior Earnings Credit Rate, currently 0.45%, and savings interest rate, currently 0.10%.
- Full brokerage services for self-managed investments.
- Fraud risk assessment study. We provide the City with a complimentary review to identify and measure any potential areas of fraud risk.
- Business process review. We provide the City with a complimentary review completed by our treasury management team to increase efficiencies within your finance department.

- System integration team to help the City achieve desired paper reduction and automation goals.
- Free insurance review. We provide the City with a complimentary review of all your insurance policies.
- Peace of mind with Wells Fargo as a highly rated and long-standing financial institution.

The team at Wells Fargo that works on behalf of the City is comprised of bankers that are talented, motivated and energized. We consider ourselves partners in a team effort with the City, working to achieve common goals. The team is comprised of the following individuals:

Ryan Branigan, Sr. Relationship Manager Tom Wycoff, Business Banking Manager Ken Guillory, Institutional Brokerage Katy Dodd, Treasury Management Jason Wright, Treasury Management Sheila Lynch, Public Funds Admin

Our mission is to continue a solid, long-lasting relationship with the City and exceed your expectations by offering value-added solutions for your banking services. Wells Fargo is uniquely suited to provide the City with first-class, local banking services through maximizing partners to develop and maintain technological solutions. The City will have access to the products, services, and expertise of one of the country's top financial corporations along with local relationship management.

Wells Fargo Bank agrees to provide the services, and to adhere to all requirements, specifications, terms and contract provisions set forth in this Request for Application, issued by the City. The accompanying proposal is valid for 180 days from the date of submission of July 16, 2015.

Wells Fargo Bank, N.A. complies fully with all conditions and requirements of this request.

Please direct any questions regarding this bid to:

Ryan Branigan, 512-753-3225, ryan.p.branigan@wellsfargo.com or

Katy Dodd, 512-344-7768, katy.dodd@wellsfargo.com

I am authorized to bind the bank to this proposal.

Respectfully submitted,

Ryan Branigan Senior Vice President, Business Banking

Section 1- Attachment "B"

Application Form

1. Required services

The applicant is expected to provide all the services detailed and comply with all provisions set forth in this RFA. The applicant will attach sample copies of all reports and standard contracts or agreements for service, as applicable.

A. Consolidated account structure with sweep mechanism: The City is interested in assuring that all funds are earning the best, then-current interest rates available at all times. The City requires access to an automated, daily sweep to a AAA money market. A Security and Exchange Commission ("SEC") registered government, or enhanced government, money market fund rated AAA by at least one nationally recognized rating service is required. A repurchase agreement with the successful applicant is not acceptable as a sweep investment vehicle.

On a compensating balance basis, any earnings (credit/debit) will be carried over for net settlement on a semi-annual basis.

Excess balances cannot be carried forward beyond your monthly settlement period. The City is currently on a quarterly analysis schedule can continue.

Respond to the following:

Fully describe the proposed sweep mechanism(s) focusing on the bank's most cost effective structure. Detail whether the sweep will be from a master account with Zero Balance Accounts ("ZBAs"), or directly swept from the individual accounts. If the applicant cannot provide a sweep mechanism, or if alternative account types are proposed in lieu of a sweep, describe the alternative proposed including the type of accounts (interest bearing, money market, ZBA, etc.) along with the overall structure.

We recommend using account balances to offset service fees, and then any excess could be placed in outside investment pools or bank money market accounts.

As rates rise we will reevaluate the City's needs and offer a ZBA structure to concentrate funds (if so desired), or recommend using Wells Fargo Institutional Brokerage to facilitate investment of funds.

Wells Fargo recommends using Earnings Allowance to offset service fees. We are offering an Earnings Credit Rate with a floor or 45 bps, then the 90 day T-bill once the rate rise above 45 bps.

1. If a SEC fund is not to be used, describe the type of account to be used in lieu of a sweep and fully describe any restrictions on the accounts such as withdrawal limitations as well as the rate basis for the account.

At this time, Wells Fargo does not recommend the use of an investment sweep. Other investment options may be available through Wells Fargo Securities. LLC.

2. Applicants will clearly stipulate whether the sweep is to be from a consolidated master account with the ZBA, or directly swept from individual accounts, and will state how interest is distributed. Applicants will describe their most cost effective methodology for creating the sweep. Automated distribution of interest to the individual accounts is preferred. A history of net rates for any sweep vehicle proposed is required (Attachment "C"). If a fee basis with a sweep is utilized for compensation purposes, City designated accounts will be swept to zero daily (or to rounded minimums). Other accounts, if not swept, will pay fees or maintain balances. If a fee basis with a sweep is utilized for compensation purposes, City designated accounts will be swept to zero daily (or to rounded minimums). Other accounts, if not swept, will pay fees or maintain balances.

Wells Fargo recommends using Earnings Allowance to offset service fees. We are offering an Earnings Credit Rate with a floor of 45bps, then the 90 day T-bill once the rate rise above 45 bps.

3. Identify when interest from the sweeps will accrue and be credited.

As discussed above, we are recommending an Earnings Credit to offset services fees. We are happy to discuss other options, should we win the bid.

4. If the applicant is proposing an alternative to a sweep, such as an indexed account, detail and describe fully other available programs.

Not applicable.

5. Describe if sweeps require City action.

The sweep is automated.

6. Describe how sweep activity will be reported on a daily basis, i.e. will daily activity reports show detailed or balance amounts being swept in and out of the accounts?

As discussed above, we are recommending an Earnings Credit to offset services fees. We are happy to discuss other options, should we win the bid.

Daily confirmations and monthly statements are provided containing the sweep transaction activity and daily rates. There are several delivery methods available for receipt of both the daily confirmation and the monthly statement including electronic reporting through *CEO*, email, fax, and U.S. mail paper.

The following table details the availability of the reports we offer through our online reporting service.

Previous day reports	Availability (CT)
Sweep Account Position	Tuesday – Friday: 5:30 a.m. Saturday: 8:00 a.m.

7. Describe how sweep interest earned from the sweep will be applied and reported to the City (at the account level or master account level) monthly.

Sweep earnings are reported at the account level.

8. If an SEC registered money market fund is utilized for the application, include the full name and CUSIP of the fund along with a copy of the prospectus. Provide minimum amounts and cut-offs including any other pertinent requirements of the fund.

Not applicable.

9. Complete historical rate information on the sweep (for all alternatives) in Attachment "C".

Please see Attachment C included in Section 2 of this response.

10. State how and when FDIC assessments will be collected and calculated. How will special assessments and multiple year assessments be handled. At what rate is the assessment as of July 1, 2015?

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

We assess the fee on a monthly basis at 0.1275 per \$1,000 of your positive average ledger balance for the month. Your account analysis statement will detail this fee as an individual charge.

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

11. Is the applicant providing the Federal Deposit Insurance Corporation ("FDIC") backed NOW accounts that are fully FDIC insured? At what rate?

Not at this time.

Interest earned on interest bearing accounts will not be charged as an expense on the account analysis. Confirm your agreement to this condition.

Wells Fargo understands and agrees to this requirement

- B. Online bank information and reporting:
- 1. The successful applicant will provide automated cash management services and daily balance reporting for timely access to balance information and transactions. Minimum services include:
 - a. Prior day summary and detail balance reporting on all accounts and one day float;
 - b. Initiation and monitoring of stop payments;
 - c. Positive pay reporting and exception transactions;
 - d. Initiation and monitoring of account transfers, and
 - e. Initiation and monitoring of internal and wire transfers.
- 2. Monthly statements and account analyses will be available online. Prior day balance reporting will include at a minimum:
 - a. Detail on all transactions:
 - b. Summary account reporting with prior day closing ledger and collected (available) balances:
 - c. One-day float.
- 3. Respond to the following:
 - a. Describe the applicant's online banking and reporting systems. List all the system capabilities and services provided (i.e. balance reporting, wires, positive pay, stop pay, etc.) List time online information is available for each type. Are services for various modules bundled or unbundled? If unbundled, list the modules available and if they are charged separately.

Designed as a one-stop shop for access to banking services, the *CEO* portal also provides the City access to the following services:

Services available through the CEO portal		
Treasury Management ACH Deletes & Reversals Online ACH Fraud Filter ACH Inquiry ACH Payments ARP Register Maintenance Basic Banking Cash Vault Deposit Maintenance Desktop Deposit® Document Retrieval E-Box® Decisioning Electronic Document Delivery Event Messaging Healthcare Claims Payments Image Positive Pay	International Services Canadian Treasury Services Foreign Exchange Trade Services Online TradeXchange: Export Services TradeXchange: Import Services TradeXchange: MIS and Images Credit, Loan, and Finance Asset Based Lending Business Credit Services Credit Management Fed Funds Online Global Fed Funds Interest Rate Management Loan Document Templates Mortgage Information Reporting Receivables Financing	

Services available through the CEO portal

International ACH Payments

Lockbox

Payment and Delivery Preferences

Payment Manager®

Payment Manager® File Validation Tool

Retail Lockbox Image Archive

Returned Item services

Reverse Positive Pay

SAFE Transmission

Self Administration

Statements & Notices

Stops-Images-Search

Sweep Statements and Confirmations

Wells Fargo Business Online Banking

WellsTax® payments

Wire Transfer

Prepaid Card Services

Paycard

Prepaid Card

Wells Fargo® Visa® Gift Card

Health Benefit Services

Health Benefit Services

Purchasing

Commercial Card Expense Reporting

Supply Chain Finance Warehouse Lending Finance WFBCI Customer Reporting

Trust and Investment*

Fed Funds

Institutional Investing: Reporting Institutional Investing: Trading

Market Linked Investment Offerings

Mutual Fund Reporting Mutual Fund Trading

Prime Services

Retirement Plan Payments

Retirement Professionals Workstation

Retirement Solutions

Securities Lending Reporting

Security Valuations

Trust Analytics

Trust Information Delivery

Trust Portfolio Reporting

Trust Transaction Management

Wells Capital Management

Wells Fargo Advantage Funds

Wells Fargo Securities – Fixed Income Sales

Shareowner Services

Shareowner Client Connect

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

Online reporting

Our Treasury Information Reporting service delivers online, customizable information reporting for all your account activity. With a single sign-on, you can view, print, or download your balances and transactions — and view check images on select reports — for review in minutes.

You can choose from a number of standard reports that provide current and previous day information, including comprehensive balance, summary, and transaction detail, as well as reports on specific transaction types.

Reports can be downloaded as needed into your accounting, treasury workstation, or spreadsheet applications. Download and viewing options vary by report, but can include BAI V2, CSV, Excel, HTML, and PDF.

Current day

Our current day (intraday) reporting includes the following transaction types: incoming and outgoing domestic and international wire transfer, ACH debits and credits, controlled disbursement summary and detail, remote deposits with detail, lockbox deposits with availability, lockbox detail, and cash letter deposits with availability.

^{*}Investment products are not FDIC-insured, are not deposits of or guaranteed by the bank, and may lose value. Deposit and credit products are offered by Wells Fargo Bank, N.A. Member FDIC.

Our standard storage provides access to seven calendar days of history. We also offer optional extended storage of 30, 60, or 90 calendar days.

We update current day information multiple times throughout the day. We report transactions that post, and we update current ledger and available balances, on a real-time basis; the exact times depend on the specific transaction.

Previous day

Our previous day reporting includes all transaction types that post to your accounts. Our standard storage provides access to seven calendar days of history. We also offer optional extended storage of 30, 60, 90, or 120 calendar days.

We update previous day information reporting by 5:30 a.m. CT each banking day.

Mobile

If you need to view reports while you are on the go and away from your desk, we offer a mobile service as an extension of our single sign-on portal. We designed our mobile reports specifically for viewing on the small screens of mobile devices. We extract key information from the reports, including intraday and previous day summary and detail account information, and present it to you for easy viewing.

Alerts

Event messaging is an optional service that complements our online information reporting service. You can receive critical information alerts by email, fax, or text message about:

- ACH received and return activity
- Controlled disbursement totals
- Incoming and outgoing wires
- Intraday balances
- Positive pay exception activity
- Returned items
- Unauthorized incoming ACH transactions

Based on your direction, we can notify you immediately, once every hour, once every two hours, once a day, or twice a day.

Available reports

We offer a variety of online reports and statements to support your treasury management activity. The table below describes all statements and reports that are available to you through our Treasury Information Reporting service.

Intraday reports	Description
ACH Origination	Provides summary information by ACH company ID for ACH files that you submit for processing. It also includes detailed information on accepted or rejected transactions as well as the ACH settlement number. If you use single

	item settlement, you will see a settlement entry for each transaction.
ACH Receive	Details all ACH transactions we receive that will post to your account at the end of the current day.
ACH Return/NOC (notification of change)	Includes detailed information (including settlement information) by ACH company ID for all ACH returns and notifications of change (NOCs) for transactions you have originated. NOCs include corrected information and addenda records.
Cash Letter Detail	Details funds availability information on pre-encoded check deposits.
Controlled Disbursement Detail	Provides controlled disbursement transaction detail and location subtotals for each account you select.
Controlled Disbursement Summary	Shows a summary of the current day's presentment totals and adjustment activity.
Deposit Detail	Lists all electronically-made check deposits.
E-Box®	Allows you to review and post payments that originate through an online bill pay service.
EDI Payment Detail	Provides both ACH and EDI payment data in a comprehensive report format, and includes all addenda records for supported segment types as well as settlement information. You can access EDI-formatted payment and remittance information on the same day it posts to your account.
Intraday Composite	Provides balance, summary, and detailed transaction information, updated on a real-time basis.
Intraday Position	Shows an aggregated intraday cash position across all accounts you select, including total balances and total debits and credits.
Intraday Return Item Detail	Offers detailed information on checks that are going to be charged back to a customer's account for reasons such as nonsufficient funds or stopped payment.
Lockbox Availability	Lists summary-level information for lockbox deposits, including float, on an intraday basis.
Lockbox Detail	Provides remitter information about payments you receive within a lockbox deposit.
Wire Transfer Detail	Lists comprehensive current day memo-posted detail for all outgoing and incoming wires, grouped by type: book transfers, domestic wires, and international wires.
Previous day reports	Description
ACH Customer Activity	Includes settlement information and adjustment detail, as well as a summary of return activity. It also shows details of reversals, deletions, and rejects.
Express Balance	Gives you a snapshot of previous day information, including balances, transaction summaries, images for each check transaction, and transaction details for your bank accounts.
Month-to-Date Balance	Provides a daily summary of account balances, aggregate

	for the month-to-date, prior month, or a specific date range.
Multibank Status	Identifies when all of your accounts — including non-Wells Fargo and international accounts — have previous day information available for you to review.
Previous Day Composite	Provides a complete view of previous day information, including balances, transaction summaries, images for each check transaction, and transaction details for your accounts.
Previous Day Return Item	Allows you to view details and images of returns after they are charged to your account.
Sweep Account Position*	Shows investment balance for the prior day, allows you to track month-to-date dividend accruals, and lets you calculate your dividends earned on the previous day, the total book value of your cash, and your investment position for the next day.
Cycle reports and statements	Description
ARP Statements and Reports	Includes your ARP statement and detailed transaction reporting on 14 optional reports.
ARP File Posting Confirmation	Shows a summary and details of your account reconciliation activity by date, including check issues, cancels, and voids, as well as stop payment requests, releases, and renewals.
ARP Data Query Report	Allows you to perform a query of your ARP data and download the results in CSV or Excel.
DDA Cycled Statement	Details checking activity the day after your statement cycle closes.

^{*}For Money Market Mutual Fund *Stagecoach Sweep*® customers only. Investment products are not FDIC-insured, are not deposits of or guaranteed by the bank, and may lose value. Deposit and credit products are offered by Wells Fargo Bank, N.A. Member FDIC.

Mobile banking

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

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

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



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

Use the CEO Mobile service for	Features
ACH payments	Approve or reject domestic ACH transactions
Cash management	Transfer funds between your corporate bank accounts at Wells Fargo and monitor intraday account balances and transactions, including controlled disbursement summary and lockbox availability information
Exception processing	View positive pay images and make pay or return decisions
Fraud protection	View ACH Fraud Filter details and make pay or return decisions
Information reporting	View previous day and intraday composite reports, as well as detailed reports on controlled disbursements and lockbox deposits
Letters of credit	View balances, transactions, and funding details
Making deposits	Deposit checks and money orders to your corporate bank account using an iPhone, iPad, or Android device*
Mobile alerts	Receive notifications about critical transactions or items that need your attention
Managing commercial cards	Cardholders can view remaining credit, review charges and declines, and enter out-of-pocket expenses
	Program administrators can set limits, maintain card details, and manage the Merchant Category Code strategy
Managing commercial loans	Review and reset rates for expiring term loans
Property management	Maintain insurance certificates and document safety inspections and repairs
Supply chain finance	Vendors and resellers can view detailed information about credit, invoices, recent orders, and payments due
Tokenless authentication	Use our One Time Code service to review and approve important transactions — even when you don't have your token
User access control	Administer and reset passwords, approve dual custody changes, and enable or disable users
Wire transfers	Approve or reject outgoing wires and initiate templated wires

^{*}Requires iOS version 6.1 or above or Android version 4.0 or above.

b. Detail the availability of intra-day balance and detail reporting. Define the process of charges for images made versus images retrieved.

We report the following transaction types through our intraday reporting: incoming and outgoing domestic and international wire transfers, ACH debits and credits, controlled disbursement summary and detail, lockbox deposits with availability, lockbox detail, and cash letter deposits with availability.

The Intraday Composite report is one of our most commonly used current day reports. It provides balance, summary, and detailed transaction information, updated on a real-time basis.

Intraday Composite report

WELLS 01/15/20XX 02:05 PM ET CUSTOMER ID: WELLS		Y WELLS, IN omposite Rep
FARGO OPERATOR ID: WELLS		As of 01/15/20)
Commercial Electronic Office® ote: Intraday information subject to change	Treasury Info	ormation Reporti
Currency: USD Bank: 073000228	WELLS FARGO B	
Account: 12345 IBAN: 123456789000000000000000000000000000000000000		WIDGETS INC.
Balances		
Opening Ledger Balance		48,013,608.18
Opening Available Balance		38,399,747.08
Current Ledger Balance		9,32,834.06
Current Available Balance One Day Float		275,697.13
One Day Float Two+ Day Float		10,657,136.93 .00
Back Value Adjustment To Opening Ledger		.00
Back Value Adjustment To Opening Available		.00.
Change In Available Balance Since Opening		-38,124,049.95
Today's Credits		9,547,744.95
Today's Debits		47,628,518.97
Total Number Credits		17
Total Number Debits MTD Accrued Debit Interest		9
		9
MTD Accrued Debit Interest	Number of Items	9 Amount
MTD Accrued Debit Interest MTD Accrued Credit Interest Summaries Type of Credit Total ACH Concentration Credits	6	Amount 6,297,311.06
MTD Accrued Debit Interest MTD Accrued Credit Interest Summaries Type of Credit Total ACH Concentration Credits Total Deposits		Amount 6,297,311.06
MTD Accrued Debit Interest MTD Accrued Credit Interest Summaries Type of Credit Total ACH Concentration Credits Total Deposits Total Wire Transfer Credits	6 5	Amount 6,297,311.06 50,327.51
MTD Accrued Debit Interest MTD Accrued Credit Interest Summaries	6 5 6	Amount 6,297,311.06 50,327.51 3,200,106.38
MTD Accrued Debit Interest MTD Accrued Credit Interest Summaries Type of Credit Total ACH Concentration Credits Total Deposits Total Wire Transfer Credits Credit Totals Type of Debit	6 5 6 17 Number of litens	Amount 6,297,311.06 50,327.51 3,200,106.38 9,547,744.95 Amount
MTD Accrued Debit Interest MTD Accrued Credit Interest Summaries Type of Credit Total ACH Concentration Credits Total Deposits Total Wire Transfer Credits Credit Totals Type of Debit Total Miscellaneous Debits	6 5 6 17 Number of Items	Amount 6 ,297 ,311.06 50 ,327.51 3 ,200 ,106.38 9 ,547 ,744.95 Amount
MTD Accrued Debit Interest MTD Accrued Credit Interest Summaries Type of Credit Total ACH Concentration Credits Total Deposits Total Wire Transfer Credits Credit Totals Type of Debit Total Miscellaneous Debits Total Pre-Authorized ACH Debits	6 5 6 17 Number of Items 2 5	Amount 6,297,311.06 50,327.51 3,200,106.38 9,547,744.95 Amount 430,189.00 3,390,317.31
MTD Accrued Debit Interest MTD Accrued Credit Interest Summaries Type of Credit Total ACH Concentration Credits Total Deposits Total Wire Transfer Credits Credit Totals Type of Debit Total Miscellaneous Debits	6 5 6 17 Number of Items 2 5	Amount 6 297,311.06 50,327.51 3,200,106.38 9,547,744.95 Amount

We offer several additional intraday reports to the City.

Report name	Description
Intraday Position	Shows an aggregate intraday cash position across all accounts you select, including total balances and total debits and credits.
Wire Transfer Detail	Lists comprehensive current day memo- posted detail for all outgoing and incoming wires, grouped by type: book transfers, domestic wires, and international wires.
ACH Origination	Provides summary information by ACH customer ID for ACH files you submit for processing, details on transactions we accept or reject, CNotes (file confirmations), preedit rejects, and end-of-day rejects.
ACH Receive	Details all ACH transactions we receive that will post to your account at the end of the current day.
ACH Return/NOC	Details information by ACH customer ID for all ACH returns.
EDI Payment Detail	Provides ACH and EDI payment data and EDI remittance information in a comprehensive format.
Controlled Disbursement Summary	Shows a summary of the current day's presentment totals and adjustment activity.
Controlled Disbursement Detail	Provides controlled disbursement transaction detail and location subtotals for each account you select.
Lockbox Availability	Lists summary-level information for lockbox deposits, including float, on an intraday basis.
Lockbox Detail	Provides remitter information about payments you receive within a lockbox deposit.
Intraday Return Item Detail	Offers detailed information on checks that are going to be charged back to a customer's account for reasons such as non-sufficient funds or stopped payment.
Cash Letter	Details funds availability information on pre- encoded check deposits.
Deposit Detail	Lists all electronically made deposits.
E-Box®	Allows you to review and post payments that originate through an online bill pay service.

Transmission

You can receive current day BAI files and ISO 20022 XML files at various times throughout the day based on prescheduled times that you specify when the service is set up. Full transaction detail is available on every transaction for easy identification and reconciliation.

We are unable to notify you in advance if a scheduled download is unavailable. If a scheduled download does not occur, you can call Treasury Management Client Services to get an update on the nature of the problem and expected resolution time. Our transmission group alerts Client Services immediately if there are problems with the Direct BAI service.

Sample intraday BAI file

```
01,121XXXXXX,20XXXXX,100622,1400,01,080,,2/
02,203XXXX,091XXXXXX,1,100622,,,/
03,5555555,USD,010,0,,,030,27135813,,,040,0,,/
88,060,27135813,,,072,0,,,074,0,,/
16,145,100,,,111000017475949/
88,COMPANY NAME: ABC COMPANY /
88,ENTRY DESC: SETTLEMENT/
88,CUSTOMER ID: 222222222222/
88,CUSTOMER NAME: PATRICIA BROWN/
88,COMPANY ID: 3333333333/
88,ENTRY CLASS CODE: CCD/
88,DISCRETIONARY DATA:/
```

Sample intraday ISO 20022 XML file

```
<BkToCstmrStmt>
 <GrpHdr>
  <MsqId>CAMT0542013012315174</MsqId>
  <CreDtTm>2013-08-31T00:50:02.0Z</CreDtTm>
 <MsqRcpt>
  <Id>
   <OrqId>
    <BICOrBEI>Customer BIC</BICOrBEI>
   </OrqId>
  </Id>
 </MsqRcpt>
 <MsqPqntn>
   <PqNb>1</PqNb>
   <LastPgInd>true</LastPgInd>
 </MsqPqntn>
 <AddtlInf>INTR</AddtlInf>
 </GrpHdr><Stmt>
```

c. Describe back-up provisions and procedures for the City to the automated system. What is the applicant's back-up process to provide balance reporting and transactions in case of system non-availability? What is the applicant's contingency plan for providing info during unexpected bank problems or natural disaster?

You can use our online portal to access account information and other functions from your desktop PC, laptop, tablet, or mobile device from anywhere that internet access is available — including any Wells Fargo banking store across the country.

If a disaster prevents you from accessing your data online, your relationship manager, client service officers, and other relationship team members will have access to the source system that houses your information. We will work with you to make manual transactions and share account information, balances, and other data.

As part of the City's own business continuity plans, we encourage you to maintain both electronic and hard copies of critical documentation and account information.

Due to the interdependency of applications at Wells Fargo, our corporate-wide philosophy is that all applications, whether supporting critical, important, or deferrable business functions, must be recoverable. The recovery solution for the *CEO* portal is geographical redundancy, in which we have created a duplicate environment in a separate location. The alternate site is used for high availability, deploying code enhancements, and disaster preparedness simulations, and is therefore actively monitored. This solution prevents us from using outside vendors to "fail over" to the recovery site. The recovery of the *CEO* service infrastructure has a zero to two hour window.

d. State the access times and update times for all daily information including wires, transfers, Automated Clearing House ("ACH") and balances.

The Intraday Composite report is one of our most commonly used current day reports. It provides balance, summary, and detailed transaction information, updated on a real-time basis. Previous day information is available by 5:30 a.m. CT.

e. State at what time prior day information is available. How often is the Intraday updated?

Wells Fargo offers previous day reporting through our online reporting and Direct BAI file transfer services.

Online reporting

Our online reporting service is available 24 hours a day, 7 days a week. We update previous day information by 5:30 a.m. CT on business days.

Wells Fargo regularly monitors the status of our online reporting service. On the home page of our portal is a legend that shows the current status of our reporting system.

If there is a service interruption, we update the system as soon as possible — typically within 15 minutes — and post updates to describe the problem and provide expected system availability.

For your accounts with other banks, the Multibank Status report details which of your accounts has available previous day information for a given day, and the reporting time. For some foreign bank accounts, we don't always receive notification on days when there was no new activity on the account. In those instances, we update and roll forward the previous day balances.

The Previous Day Composite report is our most commonly used prior day report and includes all transaction types that post to your accounts. This report provides a complete view of previous day information, including balances, transaction summaries, images for each check transaction, and transaction details for your accounts.

Previous Day Composite report

FARGO	COSTOWICK ID. VYCCCS	HENRY WE Previous Day Compo As of I	
	Commercial Electronic Office®	Treasury Information Reporti	
Currency: U Bank: 0730 Account: 1	00228	WELLS FARGO AE	BANK, N.A BC Company
Closing Co Opening A One Day F Two+ Day MTD Aver MTD Aver Total Cred Total Debi Total Num	Float age Closing Ledger Balance age Closing Collected Balance lits ts ber Credits ber Debits		31,692.00 .00 190,510.68 16,292.00 15,400.00 20,531.15 .00 16,892.16 1,392.16
01/14/20₩	301 / COMMERCIAL DEPOSIT Cust Ref: 00000000000 Float- Zero Day: .00 One Day: .00 Two+ Day: 15,500.00	Credit Amount: Bank Ref: IA001738013593	15,500.0
01/14/20☆	347 / SWEEP PRINCIPAL SELL Cust Ref: 00000000000 SWEEP TRANSFER FROM INVESTMENT	Credit Amount: Bank Ref: IA022000000369	1,392.1
	Credit Total	Credit Amount:	16,892.10
	sactions		
Debit Tran			
	475 / CHECK PAID Cust Ref: 00000011143	Credit Amount: Bank Ref: IA001028322840	930.0
01/14/20∜≪			930.0 219.2
01/14/20XX 01/14/20XX	Cust Ref: 00000011143 475 / CHECK PAID	Bank Ref: IA001028322840 Credit Amount:	**************************************
01/14/20\\ 01/14/20\\ 01/14/20\\	Cust Ref: 00000011143 475 / CHECK PAID Cust Ref: 00000011144 475 / CHECK PAID	Bank Ref: IA001028322840 Credit Amount: Bank Ref: IA001221471055 Credit Amount:	<u>219.2</u> <u>71.6</u>
01/14/20\times 01/14/20\times 01/14/20\times 01/14/20\times	Cust Ref: 00000011143 475 / CHECK PAID Cust Ref: 00000011144 475 / CHECK PAID Cust Ref: 00000011136 475 / CHECK PAID	Bank Ref: IA001028322840 Credit Amount: Bank Ref: IA001221471055 Credit Amount: Bank Ref: IA001028319421 Credit Amount:	219.2

Other available previous day reports include:

Report name	Description	
Express Balance	Gives you a snapshot of previous day balance information, including balances, total available funds, and summaries of total debits and credits for each account.	
Month-to-Date Balance	Provides a daily summary of account balances, aggregate float, and total	

Report name	Description	
	transactions that posted to your accounts for the month-to-date, prior month, or a specific date range.	
Multibank Status	Identifies when all of your accounts — including non-Wells Fargo and international accounts — have previous day information available for you to review. We provide this report to all customers who receive reporting information from other banks.	
Sweep Account Position*	Shows investment balance for the prior day, allows you to track month-to-date dividend accruals, and lets you calculate your dividends earned on the previous day, the total book value of your cash, and your investment position for the next day.	
Previous Day Return I tem Detail	Includes details and images of returns after they are charged to your account.	

^{*}Not FDIC insured - no bank guarantee - may lose value

Transmission

Previous day BAI and ISO 20022 XML files are available to the City at 5:30 a.m. CT each business day. Each file includes all balance, summary, and transaction detail for each account.

We are unable to notify you in advance if a scheduled download is unavailable. If a scheduled download does not occur, you can call Treasury Management Client Services for an update on the nature of the problem and expected resolution time. Our transmission group alerts Client Services immediately if there are problems with the Direct BAI service.

Sample previous day BAI file

```
01,121XXXXXX,130XXXX,090310,1336,01,080,,2/
02,130XXXX,121XXXXXX,1,090309,,,/
03,111333222,USD,015,0,,,020,0,,,040,0,,,045,0,,,050,0,,,057,0,,,072,0,,/
88,OTHER REFERENCE: IA000000400004/
88,DEPOSIT FR 2000000000000 33300 ABC COMPANY - A11 & A55 SUB/
88, ACCT 002000000000001/
16,301,9950,1,20000000000,03330000003/
88,OTHER REFERENCE: IA001000090006/
88,DEPOSIT FR 2000000000011 ABCDEF- 111X SUB ACCT/
88, 002000000000002/
16,301,1123178,,,/
```

Sample previous day ISO 20022 XML file

```
<BkToCstmrStmt>
 <GrpHdr>
  <MsaId>CAMT0532013012315174</MsaId>
  <CreDtTm>2013-06-31T00:20:02.0Z</CreDtTm>
 <MsqRcpt>
  <Id>
   <OrgId>
    <BICOrBEI>Customer BIC</BICOrBEI>
   </OrgId>
  </Id>
 </MsqRcpt>
 <MsqPqntn>
   <PgNb>1</PgNb>
   <LastPgInd>true</LastPgInd>
 </MsaPantn>
 <AddtlInf>INTR</AddtlInf>
 </GrpHdr><Stmt>
```

f. Describe the information available on trailers for wires and for identification purposes, i.e. how much information on the trailer is available. Is the information available online as well as on reports?

ACH and wire reporting

You can receive reporting on your wire transfer transactions online, and by transmission, email, or fax.

Online

Our Treasury Information Reporting service provides comprehensive intraday and previous day reporting of wire transaction information.

Wire reporting includes the account name and number, wire amount, process date and time, receiving and originating banks, corresponding bank, Fed or SWIFT reference number, internal reference or confirmation number, value date, currency, wire text, and the transaction status.

You can view, print, and download any report into your accounting, treasury workstation, or spreadsheet applications. Downloading and viewing options vary based on the report you choose. Format options include: BAI V2, CSV, Excel. HTML. and PDF.

As an extension of our single sign-on portal, you can view your intraday and previous day reports using our mobile service.

Transmission

Direct BAI file transfer

If you need automated transmissions of your account information, you can receive a BAI V2 file. You will get one daily transmission of previous day

information. You can receive intraday file transmissions as frequently as you require, on the schedule you set up during the implementation process.

For wire reporting, intraday and premium previous day transmissions include the account name and number, wire amount, process date and time, receiving and originating bank, corresponding bank, Fed or SWIFT reference number, internal reference or confirmation number, value date, currency, wire text, and the transaction status, among other information. Standard previous day transmissions include the account name, internal reference or confirmation number, sequence number, and receiving or originating bank.

ISO 20022 XML

You can receive intraday and previous day wire reporting in ISO 20022 XML format by transmission or through SWIFT FileAct.

Intraday and previous day wire reporting includes the account name and number, wire amount, process date and time, receiving and originating banks, corresponding bank, Fed or SWIFT reference number, internal reference or confirmation number, value date, currency, wire text, and the transaction status, among other information.

Consolidated receivables

We offer an additional transmission reporting option with our Receivables Manager service. It translates and consolidates wire payments and remittance information with other payment types, and reports this data to you for automated posting to your receivables system. Available formatting options include ANSI 820, BAI V2, modified NACHA, and Wells Fargo standard flat file formats. We can also support most custom and proprietary formats.

Fax

With InfoFax, you receive some of your reports by fax or email, such as detailed incoming and outgoing wire transfer notifications as we process your transactions, or a daily wire transfer report that lists all incoming and outgoing wires for the day.

g. Submit samples of screen prints available. Provide a website (and sign-on information if required) for an online review of the system, if available.

The City has the advantage of being familiar with the *CEO* portal. However, should you request a demo, your treasury management sales consultant would be happy to provide you with one.

h. Provide information on how many hours the applicant's system proposed for use for the City's accounts has been down in the last six (6) months.

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

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

Availability	Standard	Q3 2014 average	Q4 2014 average	Q1 2015 average
CEO portal	99.70%	99.95%	99.98%	99.98%

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

Wells Fargo scored "A+" grades for timeliness of reporting and overall features and capabilities in the 2015 Phoenix-Hecht Middle Market and Large Corporate indices.

i. Specify if the automated system is a proprietary system or if it is provided by a third party. If provided by a third party, provide name of third party and any limitations on licensing of the system for the City's use.

The *CEO* portal is a web-based system, proprietary to Wells Fargo.

j. Describe the ability to drill-down and customize reports. Define download capabilities and formats.

Yes. The City has the option of customizing reports for one-time use and customizing and saving report templates for reuse.

You can use the customization options of our online reporting service so that only the data you need appears on the selected report. Specific customization options vary within each report as indicated in the following table. Options include:

Option	Description		
Report format	Select to view the report in HTML or PDF or download the report in BAI V2, CSV, or Excel. Not all format options are available for all reports.		
Data columns	Reorder columns of data on reports that offer this feature when you view and download reports in CSV and Excel formats.		
Accounts	Select which accounts you want to view.		
Currency	Filter your report by the three-digit currency code on reports that offer this feature.		
Relative date or date range	Specify a date or range of dates for previous day and intraday reports.		
Time range filter	View transactions on your intraday reports that posted since the last time you retrieved the report.		
Balances, Summaries, and Transactions	Choose all three or any combination of the three when customizing your Previous Day Composite and Intraday Composite reports.		

When you save templates for future use, they appear on the My Reports page for immediate access every time you sign on. You can create, name, and save up to 100 customized report templates. You can modify the templates at any time. If you do not use a template for a year, Treasury Information Reporting automatically deletes it from the My Reports page.

C. Standard collection - deposit services: Standard commercial deposit services are required for all accounts. Deposits will consist of a small amount of coin, currency, and checks. The City requires same bank day credit on all cash (coin and currency) deposits and on-us checks. The City will deposit some checks via electronic check deposit services. Coins may be deposited loose or in partially filled bags. Coins will not be rolled. The City contracts for armored car service currently for vault deposit. The City will not encode checks.

All deposits received by the successful applicant's established deadline and in accordance with the published availability schedule will be processed same day. The successful applicant will guarantee immediate credit on all incoming wire transfers, ACH transactions, on-us items, and U.S. government security maturities and coupon payments.

The City requires all deposited checks to clear based on the successful applicant's current published Federal Reserve Bank ("FRB") availability schedule, but, any expedited availability options will be noted in the application. Failure to credit City accounts in a timely manner will require interest payment reimbursement to the City at the then current daily Federal Funds rate. Provide the following information:

1. What is the successful applicant's daily cut-off time to assure same day ledger, and "pending availability" collected credit? Will this vary by location (lobby, teller, vault)?

Our cutoff times vary based on where you make your deposit.

Night depository, banking store, and ATM

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

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

Deadlines are the same regardless of when we verify your deposit; and, with the exception of cash deposits made at banking stores, they are also the same for deposits that contain cash, checks, or both cash and checks. Cash deposits you make at banking stores receive same-day credit regardless of your deposit time. To assist you in determining the banking store(s) that can best support your depositing needs, the following proximity study shows the deposit deadlines for the banking stores closest to each of your locations.

Your location	Banking store	Deposit deadline (local time)	Distance
City of San Marcos 630 E Hopkins San Marcos, TX 78666	San Marcos Wal-Mart 1015 HWY 80 512-353-0422	Store Mon-Fri: 7:00 p.m. ATM Mon-Fri: 9:00 p.m.	0.52 miles
City of San Marcos 630 E Hopkins San Marcos, TX 78666	Texas State University 301 Student Center San Marcos, TX 512-392-3784	Store Mon-Fri: 5:00 p.m. ATM Mon-Fri: 9:00 p.m.	0.85 miles

Remote deposit

The deposit deadline is 9:00 p.m. CT.

Cash vault

Different deadlines apply for split deposits (cash and checks on separate deposit slips), mixed deposits (cash and checks on the same deposit slip), and cash only deposits. The following table lists deadlines by deposit type and location, in local time.

If you require a later deadline than those listed in the table, please speak to your treasury management sales consultant to discuss your specific needs.

Cash vault deposit deadlines

Cash vault site (served by)	Cash only	Check only	Mixed
Texas Austin Beaumont Bryan ¹ (Houston) Dallas El Paso Houston Lubbock	3:00 p.m. 4:00 p.m. 11:00 a.m. 5:00 p.m. 5:00 p.m.	3:00 p.m. 3:30 p.m. 11:00 a.m. 5:00 p.m. 5:00 p.m.	3:00 p.m. ² 3:30 p.m. 11:00 a.m. 4:00 p.m. 3:00 p.m. 4:00 p.m.
Pharr San Antonio Waco ¹	2:00 p.m. 3:30 p.m. 3:00 p.m. 12:30 p.m.	2:00 p.m. 3:30 p.m. 3:00 p.m. 12:30 p.m.	2:00 p.m. 3:30 p.m. 3:00 p.m. 12:30 p.m.

¹Designated Wells Fargo collection and distribution site.

ACH

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

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

Wires

We accept incoming wires from the Federal Reserve until 5:00 p.m. CT and credit them the same day. We process incoming SWIFT transactions until 6:00 p.m. CT.

2. How and when are credit/debit advices sent to the City? Online notification, email, or in paper form?

Wells Fargo does not identify and adjust all discrepancies.

We reserve the right to write off check adjustments and cash adjustments based on dollar thresholds that we set internally. As a matter of policy, we don't disclose these thresholds to customers.

When we do adjust a deposit amount, we make a separate debit or credit entry to your account, and provide an adjustment notice and relevant backup documents.

If you use our subaccounting service, your adjustment notice will include your location number and location name (if applicable).

Reporting

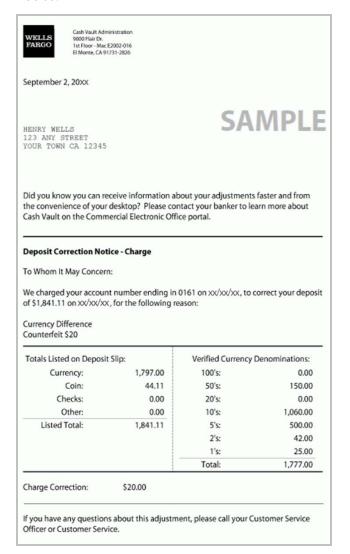
We provide deposit adjustment notices to let you know about discrepancies. Our procedures vary based on where we process your deposits. You can also review adjustments on your bank statements, online reports*, and file transmissions.

*Additional fees apply for reports.

Cash vault

You receive an adjustment notice by mail, email, or fax. Notices include the deposit date, declared amount, verified currency total by denomination, and location number (if applicable). You can choose to receive a phone call notification for all adjustments of more than \$100.

The image below is a sample of the mailed cash vault deposit correction notice.



Banking store and night depository

You receive an adjustment notice by mail or email. The notice includes the amount, reason for the adjustment, and location code (if applicable).

The image below is a sample of the mailed deposit correction notice.



Southwest Adjustments MAC S3928-031 P.O. Box 29700 Phoenix, AZ 85038-9700

April 5, 20XX

WIDGETS, INC. ATTN ACCOUNTING DEPT 400 WEST BLVD MINNEAPOLIS, MN 55448

 Case Reference:
 A-7040500298

 Account Number:
 182 - XXXXXX4407

Store/Location Number: 34

Dear WIDGETS, INC:

We are writing to you about an important matter concerning the above-referenced account. We are reversing a credit in the amount of \$ 6.54 that posted to your account on 4/5/20XX in error. Our research indicates this error has been previously corrected. Your account has been debited \$ 6.54 on April 5, 20XX to correct the error. Please update your records to reflect this change.

Wells Fargo is committed to providing the highest quality customer service. We apologize for any inconvenience this has caused you. If you have questions or require additional information, please call your service officer directly or call Wells Fargo Treasury Management Client Services at 1-800-AT-WELLS (1-800-289-3557) Monday through Friday from 6 a.m. to 7 p.m. PT.

Sincerely,

Adjustments Department

3. What types of deposit bags are used/required? Are these available at cost from the applicant?

For post-verification, you must use secure plastic, tamper-evident, dual-pouch deposit bags. You can purchase them from Wells Fargo, or you can purchase them from your own supplier.

We offer two types: standard bags and environmentally friendly degradable, disposable bags. You can use standard bags at cash vaults, banking store, and night depository locations. Degradable bags can only be used at banking store and night depository locations.

Fees vary; we can provide you with our fee schedule after we understand your specific deposit requirements and which type of bag you'd like to use.

The only restriction we have is the use of the dual-pouch bag mentioned above. We do not require prior approval; however, if you'd like us to review your bag, you can arrange with your treasury management sales consultant to have it tested to ensure it meets our minimum requirements.

If you supply your own bags, we'll provide you with a deposit bag specification sheet that shows your employees which bags are acceptable.

4. Are dual verification security measures used on receipt of deposits? (teller and vault processing.)

Together, at the banking store, two team members remove your deposit bag from the night depository. We then securely process the deposit as described below.

Checks

A team member opens the check section, removes the checks and deposit slip, and gives you provisional credit for the full amount.

Cash

We store the cash portion in a secure location and verify it later, either at the banking store or at one of our cash vaults.

Banking store

A team member opens and verifies your cash deposit within 48 hours.

Cash vault

Together, at least two team members open and verify your cash deposit within 72 hours. These team members are under observation by closed-circuit TV surveillance cameras.

Deposit confirmation

You can confirm receipt and posting of your deposits using our online banking service. We do not return validated night drop deposit tickets to you.

5. State the applicant's Availability Policy if it differs from the published Availability Schedule.

Regarding availability schedules, we:

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

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

We review our availability schedules annually. Please refer to Appendix Tab A for the schedule specific to your proposed depositing locations.

6. Does the applicant offer any expedited availability? If so, describe.

Yes. Expedited availability on checks deposited is available with Desktop Deposit® service and the Smart Decision® (ACH check conversion) services. Additional details about these services can be found in Appendix Tab D of this proposal.

7. Explain why and for how long deposits or credits might be delayed.

Deposits made by the City prior to deadline will not be delayed. Other credits such as wires and ACH will post on effective date.

8. If provisional credit is given on vault or teller deposits before verification, when does verification occur?

When you present your deposit to a teller, he or she will provide a receipt for the amount listed on the deposit ticket.

You receive next-day credit for the check portion of your deposit if we receive it prior to the disclosed cutoff time. Cash deposits receive same-day credit regardless of the deposit time.

We verify the cash, either at the banking store or at one of our cash vaults, after you leave. Verification takes place within 48 hours at the store and within 72 hours at the cash vault.

9. Include a list of all the applicant's deposit locations.

Please see Section 12 for a list of deposit locations.

D Remote electronic check acceptance and conversion: The City is interested in establishing remote check acceptance through back-office conversion including deposit of both consumer and commercial checks at the City Hall and Utility Billing locations and possibly at other locations in the future. Provide the following information:

1. Describe the bank's process and capabilities in capturing checks remotely. Describe equipment needs and limitations.

The City is currently depositing checks through our image cash letter service.

With our image cash letter service, you can deposit checks electronically directly from your place of business and convert check payments to invested funds more quickly.

You (or a third party processor on your behalf) transmit a deposit file that includes MICR-line data and digital images of domestic checks to Wells Fargo, using a variation of the X9.37 format.

You can submit one or more deposit files each day; each can contain one or more cash letters. Each cash letter can include up to 9,750 items that are divided into bundles of 300 or fewer items for reconcilement and control purposes.

Cash letters can include one deposit or multiple deposits for multiple accounts. A deposit can span one or more bundles; a bundle can also contain multiple smaller deposits.

Each incoming electronic check and credit item is assigned a unique item sequence number (ISN) for tracing. We retain and archive the images you transmit for use in research and adjustments, and for legal and compliance purposes. You can also view these images through our online reporting service.

How it works

The following shows the general workflow of our image cash letter service.



Desktop Deposit

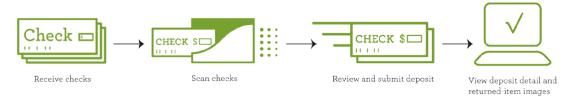
You can save both time and money by using our remote deposit service to deposit checks into your Wells Fargo account electronically, and eliminate the need for your employees to physically take deposits to the bank. An extended deposit deadline of 9:00 p.m. CT for same-day ledger credit means faster notice of returned items.

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

How it works

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

The following diagram shows the remote deposit process flow.



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

Features

Image access

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

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

Custom fields

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

Reporting

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

Deposit report

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

Deposit Report with Item Details

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

*CSV and Excel formats contain keyed discretionary data.

Express Report with All Item Images

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

We offer a deposit detail transmission that can include discretionary data that the City manually entered in addition to check detail. This allows you to receive an electronic file for posting your receivables.

ACH check conversion

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

User access

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

Administrators can customize each user's access. For example, a user can have scan-only access for one account and balance-only access for another account. This flexibility lets you implement dual controls so that one person scans and another person submits a deposit.

Batch deposits

You can create multiple batches within one deposit. This simplifies balancing when you have checks for multiple entities in the same deposit.

Mobile deposit

You can capture check images and deposit funds to your Wells Fargo account with the camera of an iPhone or iPad¹, or an Android². Mobile users, such as on-the-road personnel, can accept customer checks and deposit³ them immediately.

¹Requires an iPhone or iPad, running iOS version 6.1 or above.

²Requires an Android OS 4.0 or higher when downloaded from Google Play.

³One check per deposit.

Updates

Because our service is entirely internet-based, it does not require the installation of any software (other than a scanner driver). Any updates we make are immediately available to you when you access the system.

Quality control

Before submitting a deposit, the City will perform a review of the scanned items. You'll view the items and make any corrections (such as rescan images, enter missing data, and verify item amounts) needed to balance the deposit.

After successfully completing the review process, you submit the deposit to Wells Fargo. Our Electronic Deposit Center inspects and analyzes the image quality of all items, looking for illegible items, image issues such as streaking or interference within key areas, and image contrast.

While image quality exceptions are rare (accounting for less than 1% of all items we process), we do have a process for handling them. If there is an item that we cannot clear, we follow an adjustment process and notify you accordingly.

2. Does the bank provide remote deposit processing currently? Give three references for comparable entities including a contact name and number.

Yes. More than 35,000 customers use our remote deposit service.

We began offering a software based remote deposit service in 2004. We introduced our online remote deposit service in 2005, and in 2011 we launched our mobile deposit service.

References

Richard Porche Guadalupe Valley Electric Coop

830-857-1124

825 E Sarah Dewitt Drive Gonzales, TX 78629

Dana Box City of Lubbock

806-741-1069

1301 Broadway Street Lubbock, Texas 79401

Linda Johnson Nueces Electric Coop

361-387-4139

709 East Main Street Robstown, TX 78380

3. Describe the process for processing of checks remotely.

Please refer to response #1 above.

4. Can batches be prepared and forwarded at multiple times during the business day? What is the final cut-off time? Are there any limitations on batch size? Limit on number of transmissions per day?

Yes. The City can make an unlimited number of deposits each day.

You will receive same-day ledger credit for deposits you send by 9:00 p.m. CT; we do not offer a later deadline. Deposits you send after our deadline receive ledger credit on the next business day.

Image cash letter

We encourage you to send multiple files per day. When images are included in a file, the file size becomes large very quickly. If you are using an internet protocol, we suggest that you send a file every time you reach 7,000 items. If your volumes are very large, we recommend NDM.

Desktop Deposit

You can include up to 1,000 checks in a single deposit. You'll need to create multiple deposits if you have more than 1,000 checks to deposit; however you can make an unlimited number of deposits each day.

5. If a check is accepted and subsequently returned by the bank, what obligations does the City have? The bank? How will collection be made?

We can automatically redeposit items (including remote deposit items) returned for nonsufficient funds (NSF) or uncollected funds (UCF) one time.

We cannot redeposit items returned for any other reason. If an item is returned a second time, we charge it back to your original depository account.

If you choose to use our check conversion service, items converted to ACH can be re-presented twice instead of the standard one time associated with a paper check. If an item is returned a third time, we charge it back to your original depository account.

You can delay the posting date for redeposits up to nine days after the original return date or schedule redeposits for a specific day of the week or month.

We also offer a re-presented check (RCK) service to electronically re-present checks returned for nonsufficient or uncollected funds. Our service converts your returned checks to ACH debits.

6. What options does the City have in scanners for use with the process? Is this equipment available through the contract? List the equipment required along with its approximate cost(s).

The City currently processes checks through our image cash letter service, Wells Fargo Electronic DepositSM, using your own scanner to send a file to the bank.

Desktop Deposit

Our *Desktop Deposit* service is compatible with Panini, Cannon, and Digital Check scanners. With average use, the expected life cycle of all the scanner models is approximately four years. The ink cartridges last about 3,000,000 characters.

At this time, we do not offer a multi-tray feeder solution for high volume scanners. If you have low volume, you may want to consider using our mobile deposit service or purchasing a single-feed scanner to capture and deposit checks.

The following table lists the specifications for the compatible scanners:

Scanner manufacturer	Model	Check processing speed and volume	Connection interface and dimension
Panini	iDeal Vision X 50 Vision X 75 AGP X 60	Single feed Vision X 50: 50 items per minute Vision X 75: 75 items per minute Vision X AGP: 60 items per minute with endorsement printer	 USB 2.0 (recommended) Backward-compatible with USB 1.1, with performance limitations 10.39" Lx5.43"Wx6.88"H Weight: 5.5 lbs
Digital Check	CX30	Single feed	 USB 2.0 (recommended) Backward-compatible with USB 1.1, with

Scanner manufacturer	Model	Check processing speed and volume	Connection interface and dimension
			performance limitations 9.5" Lx4.0"Wx7.0"H Weight: 3.5 lbs
Digital Check	TS240-50	TS240-50: 50 items per minute	USB 2.0 (recommended)
	TS240-75	TS240-75: 75 items per minute	 Backward-compatible with USB 1.1, with performance limitations
	TS240-100	TS240-100: 100 items per minute	■ 11.1″Lx5.1″Wx7.5″H ■ Weight: 5.2 lbs
Canon	CR-190i	190 documents per minute	 USB 2.0 (recommended) 10.7"Lx18.7"Wx8.4"H Weight: 18.5 lbs

E. Non sufficient funds processing ("NSF"): NSF checks paid to the City are to be re-deposited for collection twice. Complete information will be provided on all NSF returned items including name of the presenter and reason for return. All returned checks from the City's accounts will be returned to the City in physical or electronic form. The City will accept the second presentment being made by ACH (Representation of Checks "RCK") in order to target dates for maximum collection potential. Provide the following information:

1. Describe the applicant's current NSF process.

Our standard processing instructions are:

- Mail all returned items (originals or image replacement documents) and standard notices by U.S. mail to the statement address on our system
- Post all returned items to the depository account in one lump sum per day
- Debit the depository account for chargebacks
- Automatically redeposit non-Wells Fargo items of less than \$300 that are returned for nonsufficient funds (NSF) or uncollected funds (UCF); we cannot redeposit items returned for any other reason

Non-standard options

Examples of special instructions* the City can set up are:

- Post separate debits for each returned item to the depository account
- Automatically redeposit all items (regardless of amount) returned for NSF or UCF
- Redeposit all Wells Fargo items less than a predetermined dollar amount
- Mail physical items or additional copies of the debit advice to an alternate address
- Chargeback items to an account other than the original depository account

 Key additional data (such as maker name, phone number, and address) on the advice

2. Are checks automatically re-deposited? How many times?

Yes. We can automatically redeposit items returned for nonsufficient funds (NSF) or uncollected funds (UCF) one time. We cannot redeposit items returned for any other reason. Our redeposit service is optional by location.

Copies of redeposited items

We can provide the depositing location or central office images of redeposited returned items online or by transmission the next business day after we receive the item.

If the City does not use our image services, you can call Treasury Management Client Services and request a mailed or emailed copy of the redeposited item.

3. When and how will the City be notified of return items?

You can access returned item reports online or you can receive a transmission.

Online

With our online reporting, you can access same day and previous day reports with detailed information about your returned items. The same day report is also available through your mobile device.

You receive an email notification when we process returned items.

Transmission

You receive a transmission file (in flat or NACHA file format*) — including keyed data — for both returned paper checks and converted ACH transactions.

You receive a transmission of returned check images, associated index information, and detailed information about your returned items.

You can choose to receive your files in either of the following formats:

- In a ZIP file containing images and an XML data file. To view the images, you'll use your own internal archive and browser.
- In a PDF file containing both transaction data and images. To view the images, you will require Adobe Acrobat Reader software.

^{*}Additional fees apply for some special instructions.

^{*}NACHA format requires enrollment in our ACH check conversion service.

4. Is the applicant capable of processing the second presentment as an ACH with a targeted presentment date (electronic check recovery service "RCK")? Describe in full. Is the applicant currently using this method for NSF checks? If so, how long has the applicant been providing this service? What level of collection is normal with RCK?

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

Eligible checks

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

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

Notice requirements

Per NACHA operating rules, you must provide standard notification to your customers at registers or on mailed invoices.

Number of presentments

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

Alternative re-presentment options are available. Options include:

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

Return of entries

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

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

5. Is the NSF information, image, or occurrence available to the City online? When and how?

Yes. Images of returned items are available online the next business day after being returned and are available for up to 180 days. If you enroll in our Returned Item Decisioning service, you can view images of returned items the same day Wells Fargo receives them.

Your system administrator can assign user authorizations to restrict access by account number. Therefore, to restrict access by location would require that each location have a separate account or subaccount (if you use our subaccounting service).

Authorized users can receive an email notification when we process returned items or when items are available for decisioning. The email prompts a user to sign on to the system and then view or decision returned items.

Below is a screen shot of our returned items image viewer.

Returned items image viewer



6. How are RCK transactions reconciled to the original transaction?

You can access returned item reports online or you can receive a transmission.

Online

With our online reporting, you can access same day and previous day reports with detailed information about your returned items. The same day report is also available through your mobile device.

You receive an email notification when we process returned items.

Transmission

You receive a transmission file (in flat or NACHA file format*) — including keyed data — for both returned paper checks and converted ACH transactions.

You receive a transmission of returned check images, associated index information, and detailed information about your returned items.

You can choose to receive your files in either of the following formats:

• In a ZIP file containing images and an XML data file. To view the images, you'll use your own internal archive and browser.

 In a PDF file containing both transaction data and images. To view the images, you will require Adobe Acrobat Reader software.

*NACHA format requires enrollment in our ACH check conversion service.

- F. Positive Pay: To safeguard against fraudulent checks, positive pay is required on the Payroll, Accounts Payable, and Health Insurance Clearing accounts from which paper checks are issued. The applicant will provide a positive pay process which is fully automated and web compatible. Check information will be transmitted electronically for each check run. The City prefers to include payee verification services with complete indemnification for fraudulent checks. The proposal must provide a fully automated and web compatible transmission process. Manual check information should be able to be input and transmitted on line. The City intends to combine positive pay services with partial reconciliation services. Provide the following information:
- 1. Describe data transmission file and timing requirements for check registers.

You can choose from a variety of methods for transmitting and receiving your account reconciliation (ARP) files. We describe each option in the tables that follow. We'll work with you during the implementation process to help you determine which option is best for your needs.

Internet protocols

Our internet protocol transmission methods offer you secure and efficient ways to exchange data.

CEO portal application folder access

You can send your transmission through our *CEO* portal, where you can access all of your online applications.

Protocol	Security and encryption	Added features
HTTPS browser	 Multi-factor authentication User ID and password RSA SecurID token 128-bit SSL encryption 	 Easily manage user access to files with our online user management tool Issue and renew digital certificates

Wells Fargo direct transmission URL access

With our automated transmissions protocol options, you can:

- Schedule sessions to connect automatically to send or receive files
- Automatically receive outbound files from Wells Fargo as they become available

Protocol	Security and encryption
HTTPS with automation ¹	User ID and password Digital certificate ² VPN Cisco-compatible IPsec 128-bit SSL session-level encryption
FTP/S ¹	User ID and password Digital certificate ² VPN Cisco-compatible IPsec 128-bit SSL session-level encryption
SFTP1	User ID and key (preferred)
	User ID and password (60 day maximum expiration)
	VPN Cisco-compatible IPsec
	128-bit Cypher SSH session-level encryption
AS2	User ID and password Digital certificate ² VPN Cisco-compatible IPsec 128-bit SSL session-level encryption

¹Bank-provided client software is available.

Optional value-added services

As part of our internet protocol transmission methods, you can choose to use several services at no additional charge.

Optional value-added services Choose to receive notifications (and • Increase the security and confidentiality of your data with PGP encryption* which staff receive them) to help Name your files to match your internal monitor when: systems for quick identification and A file was not received reference An unexpected file was received Reduce risks with automatic scans of all A zero-byte file was received inbound and outbound files for viruses A file is available for download and malware An available file is nearing purge Receive alerts when a file fails a service An available file was purged check and can't be delivered

Connect:Direct (NDM) secure proxy

If you have a large transmission volume and need to connect directly to our mainframe environment from your environment, you may want to use this method.

²You can issue and renew digital certificates online through our *CEO* portal.

^{*}PGP is required for FTP.

Access option	Platform	Security and encryption
IP address	■ Connect: Direct (NDM) with Secure + Proxy	 Requires Secure+ add-on 128-bit SSL session-level encryption Anti-virus scanning

SWIFT FileAct

If you have chosen to use SWIFT as your transmission option, we support the SWIFT FileAct Real-Time service. $^{\rm 1}$

SWIFT uses high levels of advanced encryption and authentication technology.

Access mode	Service name	Connectivity options
Real-Time (RT)	swift.corp.faswift.generic.fa	 Customer-owned (SWIFT Alliance Access and Gateway) Outsourced (SWIFT Alliance Lite) Outsourced Tailored (Service Bureau for Corporates)
Store-and Forward (SNF)	swift.corp.fastswift.generic.fast	 Customer-owned (SWIFT Alliance Access and Gateway) Outsourced (SWIFT AllianceLite) Outsourced Tailored (Service Bureau for Corporates)

 Please contact your SWIFT representative for additional information about joining SWIFT or visit <u>swift.com/corporates</u>.

Wells Fargo cutoff times

For receiving items from you

You can send check issue files, adds, deletes, cancels, voids, and manual issues 24 hours a day, 7 days a week. Our system captures your files every 15 minutes from 8:00 a.m. to 10:00 p.m. CT.

For transmitting paid check files to you

For both full and partial ARP, files are available to you Tuesday - Friday by 8:00~a.m. CT, and Saturday 9:00~a.m. CT.

2. Is positive pay input for manual checks available on-line? Describe fully.

Yes. The City staff can send manual issues or deletes using our ARP Register Maintenance service, available through the *CEO* portal.

ARP Register Maintenance gives you the ability to update your issue records 24 hours a day, 7 days a week.

¹Not available for outgoing image transmission files.

3. Is exception reporting and handling managed totally online? Describe.

Yes. Your staff can access images of your exception items online, where they can view, print, or download them. They can also submit pay and return decisions online.

You can also use our mobile service to access images, view positive pay exceptions, and make pay and return decisions.

4. Does the bank review exceptions such as encoding errors for possible repair before creating a City exception item?

All exceptions will post to your account; however, we do not include MICR errors and misreads with positive pay exceptions. Our Operations group will reverse MICR errors and misreads, and then repost them on the following business day.

5. How and when (at what time) is positive pay exception information reported to the City? Is email notification available?

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

You'll receive next-day exception reporting and images by 11:00 a.m. CT. You'll make your decisions by 4:00 p.m. CT.

Create check registers for Issues Not on File

Exceptions are not automatically added to the issue file; however, you can simply check the "create register" box to add them during your review.

	_	>							
Pay	Return	Edit/Pay	Account Number		<u>Serial</u> Number	Amount	Exception Type 2	Default Decision	
0	С	C	2345678901234		1111111111	\$55.00	INNR	Pay	<u>View</u> Image
			□ Create Regist	er 🛮					
0	С		2345678901234	Original:	012345	\$100.00	PAYEE NAME	Pay	<u>View</u> Image
				New:	222222222				
0	С	С	3456789012		3333333333	\$3,500.00	MATCHING CANCEL	Pay	<u>View</u> <u>Image</u>
0	С	С	3456789012		444444444	\$2,000.00	REGISTER \$ DIFFERS / PAYEE NAME	Pay	<u>View</u> <u>Image</u>
0	С	C	3456789012	6	555555555	\$750.00	INNR	Pay	<u>View</u> Image
			□ Create Regist	er 🛮					

Send issue files as often as you need throughout the day

We accept issue files 24 hours a day, 7 days a week. If we receive your file prior to 10:00 p.m. CT, we process it and update your issue information

before we update the system with checks presented for payment that night. This ensures that we have the most recent issue information to compare with presented checks.

To avoid exceptions, you should not distribute checks prior to the issue date. If you send a future-dated issue record, that information will not be available for positive pay until the morning of the issue date.

6. What is the response deadline (at what time) for City exception elections? Is a hold for review option available?

Please see response to #5 above.

7. Are all checks, including those received Over the Counter ("OTC") by the tellers, verified against the positive pay file before processing? How often is teller information updated? If not verified, what are the process, liability, and security on over-the-counter transactions?

Yes. Wells Fargo Teller Positive Pay, integrated into our positive pay service options, gives our tellers online access to your positive pay check issue information, including check dollar amounts and serial numbers.

Our tellers will use your check issue information to validate checks presented for encashment¹. If you use positive pay with payee validation, the payee name information will also be available for tellers to use when validating checks.

We capture issue files and update the teller line every 30 minutes throughout the business day. This ensures that our tellers always have the most current check issue information available.

To avoid problems or delays at the teller line due to missing check information, you should not distribute checks prior to the issue date. If you send a future-dated issue record, that information will not be available for positive pay until the morning of the issue date.

When presented with an unmatched item, our tellers will make a best effort attempt to contact Treasury Management Client Services, who in turn would contact the City to request instructions about how to handle the item.

¹If the payee is not a Wells Fargo customer, they will be charged a check cashing fee when a check is presented for cash at a Wells Fargo location. Alternatively, the City has the option to pay the check cashing fee as part of your account analysis.

- G. Standard disbursing services: Standard disbursing services for all accounts are required to include the payment of all City checks without charge upon presentation. The City does not have a mandatory direct deposit policy but actively encourages its employees to move to direct deposit. Currently pay cards are not used but are discussed as an optional service. Provide the following information:
- 1. Does the applicant image all checks? Are all checks truncated? What options are available?

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

Online

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

Transmission

Our image transmission option provides a daily, weekly, semi-monthly, or monthly file of paid check images and related index information. Image files are available as early as 10:00 a.m. CT the day after posting. Through our secure transmission platform, you can download files into your internal archives or to our viewing software. During implementation, you'll choose which format (XML or PDF) you want to use for your files.

CD or **DVD**

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

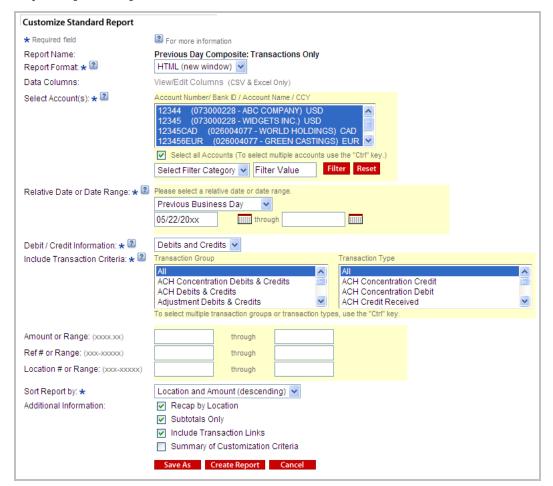
2. What level of reporting on received items is reported? (Check number, dollar amounts, value dates, transaction codes, etc.)

Our *CEO* portal offers detailed reporting.

You can search for specific transactions within many of our online reports. The table below includes specific search criteria available for several of our reports.

Report search criteria	
Account number	Debit or credit transaction type
Account type	Amount or amount range
Currency	Reference number or reference number range
Date or date range	Location number or location number range

The screen shot below shows the search criteria available for our Previous Day Composite report.



Stops-Images-Search

You can perform inquiries for issued and paid check transactions, deposits, debits, credits, stop payments, or all posted items for up to seven years from the posting date, and then print your results — all from a single web page. You can also view details for each of the transactions within your search.

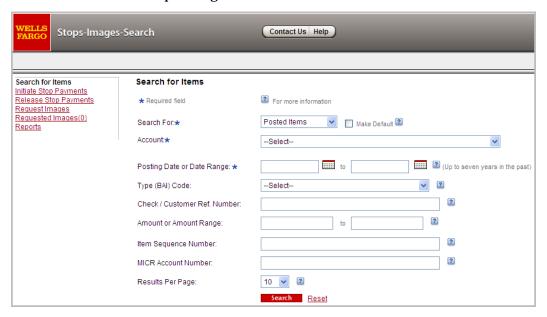
If you need to see the image of an item that cleared or was deposited prior to January 2010, you can request it right from the Stops-Images-Search screen. You'll see a link to the image within 24 hours; you'll often see it in as little as five minutes.

Range searches help you locate any items by date or dollar amount. You can also search for specific items by entering check and customer reference numbers. Transactions that qualify for stop payments or image requests are identified so that you can:

- Search for posted items
- Initiate stop payments
- Renew or release stops

- View the status of items issued (outstanding, canceled, or voided)*
- View online images of checks, electronic deposits, or paper deposits that have posted to your accounts

A screen shot of our Stops-Images-Search service is below.



Other inquiry capabilities

In addition to those services described above, we offer inquiry capabilities through the online treasury management services shown in the table below.



^{*}Requires use of account reconciliation service.

H. Wires and internal transfer services: The City currently has an average of ten (10) outgoing and fifteen (15) incoming domestic wires each month. Incoming wire transfers will receive same day credit. Wire initiation will be available over an automated system. The City will require compensation for delays caused by financial institution errors at that day's Fed Funds rate. Provide the following information:

1. Describe the process and security provisions.

In the following paragraphs, we describe the initiation and approval process for each of our wire service options. The release process is the same for all methods and is described in the last paragraph of this response.

Telephone

Initiation

Users will call a single toll-free number and provide an account number, personal identification number (PIN), and voiceprint; these are validated through a voice response unit (VRU).

Repetitive wires set up on our system are completed through the VRU. To complete a free-form wire, the user is transferred to a team member in the Wells Fargo Wire Transfer department.

Approval

To ensure the safety and accuracy of your telephone-initiated free-form wire transfers, you can choose the optional callback approval procedure.

Online and mobile wire transfer

Initiation

To sign on to our portal or mobile service, you must use a company ID, user ID, and password, and then enter an RSA SecurID fob-generated pass code. Once authenticated, you can perform wire functions based on your profile. Functions include initiating repetitive or free-form wires and approving wires.* We've included the steps to create and submit wires in the following table.

Repetitive wires*	Free-form wires*
 Access the appropriate template by searching or selecting from a drop-down list. Enter variable information not built into the template (for example, the value date or amount). Click the submit button; the system displays a confirmation that the user can print as an audit trail. 	 Input all required wire transfer fields including credit currency, debit account number, value date, wire amount, beneficiary account and bank information, optional beneficiary and intermediary bank information, and originator's reference data. Use our bank lookup feature to search for financial institution information (Fedwire/RTN, CHIPS, or SWIFT address) and insert it into the appropriate field. Click the submit button; the system displays a confirmation that the user can print as an audit trail.

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

Approval

You can approve free-form and repetitive wires through our online and mobile wire transfer service. You can customize your setup to require the approval of up to four authorized users or for wires over a specific dollar amount to require an additional approval.

Items that require approval are displayed in the Pending Wires: Awaiting Verification queue. As an approver, you can only see wires initiated by other users, wires that you have the authority to approve or reject, and summary information that includes:

- Value date
- Template name (for repetitive wires)
- Debit account
- Wire amount
- Beneficiary name
- Wire status (entered or initial verification)

You can approve or reject one or more wires from the summary list. Before approving or rejecting a wire, you can also review full wire details and modify the wire (if you have the authority). After all required approvals are in place, Wells Fargo will release the wire.

Consolidated payables transmission or upload

Initiation

You can transmit or upload a consolidated payables file in a standard or custom format to initiate wires.

Approval

You can choose to require secondary approval for some of — or all of — the wire payments you send by transmission or upload online. You can provide an approval at the file or transaction level through our online consolidated payables service.

The system sends an email to each approver when payments are in the queue awaiting decisions; it sends the initial email 30 minutes after receiving the file. If items are still pending, each approver will receive a reminder email after four hours and again after eight hours. The system sends a final email if the approver does not take action and the transactions expire.

We describe the approval steps at the file and transaction level in the following table.

Approval steps at file level	Approval steps at transaction level
 Select Secondary Approvals Click on the file ID to view the details of the file Select the checkbox next to the file to approve or delete Select Approve or Delete 	 Select Secondary Approvals Click on file ID to view the details of a file View the Transactions on Hold page (includes all transactions in the file you selected) Click on Transaction Number (if you need

Approval steps at file level	Approval steps at transaction level
 Select the "Verify before the approving or deleting checkbox" (if you would like to verify before submitting) Click Submit or Cancel 	to view details of a transaction) Click arrows on the left to expand the details sections Click Close when finished viewing the details Select the checkbox next to the transaction to approve or delete Select Approve or Delete Select the "Verify before the approving or deleting checkbox" (if you would like to verify before submitting) Click Submit or Cancel

Automatic standing transfer

Initiation

You complete paper setup forms for your standing repetitive wire transfers, and specify initiation dates and times. On those dates and times, we automatically initiate an outgoing or drawdown wire transfer.

Approval

Once you have completed the setup forms authorizing your scheduled transactions, we require no further intervention or approval from the City.

Release process

Our wire transfer system automatically verifies there are adequate funds available to process the wire, and performs all standard security and risk checks. For example, our system verifies that the transfer is not going to a country or beneficiary on the U.S. Treasury's Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list. Once approved, our system releases the wire immediately.

2. Can repetitive templates be created? Do repetitive or non-repetitive wires require additional authorization besides on-line?

Yes. The City can create repetitive templates online. Online setup for repetitive wire transfer templates is in real time. Templates are available for use immediately after the City approves them, and require no further confirmation from Wells Fargo.

3. What authorization features are available on wires? Do you require dual authorization?

Wells Fargo wire initiation authorization requirements are described as follows.

Telephone

We'll issue a computer-generated personal identification number (PIN) to each of your authorized initiators. Users will supply a PIN each time they initiate a wire. In addition, users must establish voice prints. Our system matches the PIN and voice print to confirm the identity of the caller.

Internet

Dual custody is required for initiating free-form wires and optional for repetitive wires. At least one approver (different from the initiator) is required to approve free-form wires, but you can require as many as four approvers if you prefer.

Transmission

The City will establish authorization requirements in your ERP system, treasury workstation, or accounts payables system.

4. Is future dating of wires available? How far in advance? Repetitive and non-repetitive?

Yes. Wells Fargo accepts future-dated domestic and international wire transfers up to 60 calendar days in advance through all of our initiation methods.

5. State wire access, posting, and cut-off times.

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

Wire type	Opening time (CT)	Cutoff time (CT)
Fedwire intra-district	7:00 a.m.	4:30 p.m.
Fedwire inter-district	7:00 a.m.	4:30 p.m.
Drawdown request	7:00 a.m.	4:30 p.m.
International SWIFT	7:00 a.m.	4:30 p.m.
Federal tax payments	7:00 a.m.	3:30 p.m.
Book transfer/internal	7:00 a.m.	7:00 p.m.

6. State the applicant's policy on the use of ledger balances for outgoing wires in anticipation of daily activity or incoming wires.

We can establish the intraday overdraft limit on a standalone account or on a group of accounts. However, whether or not a daylight overdraft will be offered, and how it will be structured is a credit decision that will be made by your relationship manager.

If an outgoing wire will create a negative available balance, the system automatically sends it to our risk control group. This group will only release the wire with approval from your relationship manager or from another team member who has appropriate authority.

7. Is the ability to do internal transfers available on-line?

Yes. You can initiate book transfers through the *CEO* portal.

I. Account reconciliation: The City currently uses full and partial reconciliation services on Accounts Payable, Payroll, and Health Insurance Clearing accounts. Full and partial reconciliation on deposit accounts will be explored. Provide the following information:

1. Describe your full reconciliation services.

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

Full ARP

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

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

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

Partial ARP

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

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

Optional reporting

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

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

ARP optional reports	
Paid Checks	Deposit Location
Outstanding Checks*	Credits
Posted Items	Bank Originated Entries
Stop Payments	Reversed Checks [†]
Issue Notices Not Received [†]	Matched Paid Items [†]

ARP optional reports	
Voids and Cancels*	Prior Payments*
Issues This Cycle*	Unpaid Checks

^{*}Only available with Full ARP.

The following are samples of information shown on our most commonly requested optional reports, shown in PDF format.

Paid Checks

WELLS FARGO	ACCOUNT RECONCILEMENT	PRINTED: 05-31-08 PAGE 1				
P.O. BOX 63020 SAN FRANCISCO, CA 94163	ABC CORPORATION	TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2				
ACCOUNT: 4999 222222	PAID CHECKS REPORT	PERIOD: 05-31-08 TO 05-31-08				
450201004 5-31-08 450201005 4050101005 5-30-08 104050101002 5-30-08 5-30-08 4050101004 5-30-08 5-30-08 4050201001 5-30-08 5-31-08 4050201002 5-31-08 104050201003 5-31-08 1,0	MOUNT TRANSACTION DESCRIPTION 20.00 INNR 00.00 INNR 00.00 20.00 00.00 10.00 10.00 00.00 10.00 00.00 59.00 INNR					

Outstanding Checks

WELLS FARGO	ACCOUNT RECO	NCT LEMENT		5:05			
WEELS PARGO	ACCOOM! RECO	MCILEMENT	PRINTED: 05-06-08	PAGE 1			
P.O. BOX 63020 SAN FRANCISCO, CA 94163	ABC CORPO	PRATION	TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2				
ACCOUNT: 4999 222222	OUTSTANDING CH	IECKS REPORT	PERIOD: 0-00-00 TO 05-06-08				
3051101003	0.00 0 0.00 0 0.00 0 0.00 0 0.00 0 0.00 0	SERIAL ISSUE 3051101002 5-05-08 3051101003 5-05-08 3051101004 5-05-08 3051201005 5-05-08 4051201001 5-06-08 4051201002 5-06-08 4051201003 5-06-08 4051201004 5-06-08 4051301004 5-06-08	AMOUNT CODE 1,990.00 0 20.00 0 20.00 0 10.00 0 10.00 0 100.00 0 20.00 0 20.00 0 10.00 0 5.210.00 TOTAL	PAYEE NAME 1 PAYEE NAME 3 PAYEE NAME 3 PAYEE NAME 4 PAYEE NAME 5			

Stop Payments

WELLS FARG	0				ACCOUNT	RECON	CILEMENT		П	PRINTED: 05-30-08	PAGE	1
P.O. BOX 6: SAN FRANCI		4163		ABC CORPORATION				TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2				
ACCOUNT: 4	999 22222	2		STOP PAYMENTS REPORT				Ī	PERIOD: 04-28-08 TO 05-28-08			
SERIAL	STOP	REL/EXP	AMOUNT	CODE	OPTIONAL	INFO	SERIAL	STOP	REL/EX	P AMOUNT CODE	OPTIONAL	INFO
3051100621 3051100378 3051100726 3051101003	9-11-08 9-13-08	3-10-09 3-12-09	273.37	STOP/I STOP/I STOP/R STOP/NI			3051101005 3051201008 3051301008	9-18-08	3-17-0	9 10.00 STOP/NI		
6 6 1			2.086.21	TOTAL NEW S TOTAL STOP STOP PAY RE	PAYMENTS	ITS						

Voids and Cancels

WELLS FARGO	ACCOUNT RECONCILEMENT	PRINTED: 05-06-08 PAGE 1				
P.O. BOX 63020 SAN FRANCISCO, CA 94163	ABC CORPORATION	TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2				
ACCOUNT: 4999 222222	VOIDS AND CANCELS REPORT	PERIOD: 05-06-08 TO 05-06-08				
SERIAL ISSUE POSTED AM	OUNT TRANSACTION DESCRIPTION					
3051101002 5-03-08 5-06-08 10 3051101003 5-06-08 1 2 11	0.00 CANCL/I 0.00 CANCL/I 0.00 VOID 0.00 VOID 0.00 TOTAL CANCELS/I 0.00 TOTAL CANCELS/NI					

2. Are reconciliation reports available on-line?

Yes. Please refer to the response above.

 $^{^{\}mbox{\scriptsize †}}$ Only available with Full ARP or Partial ARP with Positive Pay.

3. Describe the cost efficiencies, if any, of combining partial reconciliation with positive pay in your bank.

This is not applicable.

4. When are reports available for full reconciliation? Are they online or paper? Downloadable as an interface file compatible with accounting systems set up with industry standards? Update Abilities?

On a weekly or monthly basis, comprehensive statements are available for your account. Reports can include deposit location reporting, sorting, subtotaling, and other reporting customizations to match your accounting system or information requirements.

You have two options for importing financial data. Your treasury management sales consultant can help you select the reporting method that is best for your needs.

Direct BAI file transfer

You can automatically import previous and intraday files containing both balance and all detail transaction information. BAI V2 is the standard format.

Download reports

You can use optional ARP reports such as Posted Items, Paid Checks, and Outstanding Checks to automate your account reconciliation. These reports, for example, summarize all transactions, identify which checks have been paid, and summarize outstanding checks as of the statement date.

Wells Fargo has a standard flat file layout for transmission of ARP reports; however, we can work with you to determine how we can best accommodate your needs if your system requires a different flat file format.

5. Provide samples of account reconciliation reports.

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

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

^{*}Only available with Full ARP.

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

The following are samples of information shown on our most commonly requested optional reports, shown in PDF format.

Paid Checks

WELLS FARGO	ACCOUNT RECONCILEMENT	PRINTED: 05-31-08 PAGE 1		
P.O. BOX 63020 SAN FRANCISCO, CA 94163	ABC CORPORATION	TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2		
ACCOUNT: 4999 222222	PAID CHECKS REPORT	PERIOD: 05-31-08 TO 05-31-08		
450201004 5-31-08 450201005 5-31-08 4050101002 5-30-08 5-30-08 4050101004 5-30-08 5-30-08 4050101005 5-30-08 5-31-08 4050201001 5-31-08 4050201002 5-31-08	MOUNT TRANSACTION DESCRIPTION 20.00 INNR 20.00 INNR 20.00 20.00 20.00 20.00 10.00 10.00 10.00 10.00 10.00			
8 1,6	59.00 TOTAL			

Outstanding Checks

WELLS FARGO	ACCOUNT RECONCILEMENT	PRINTED: 05-06-08 PAGE 1
P.O. BOX 63020 SAN FRANCISCO, CA 94163	ABC CORPORATION	TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2
ACCOUNT: 4999 222222	OUTSTANDING CHECKS REPORT	PERIOD: 0-00-00 TO 05-06-08
3051101003 5-3-08 1.000 3051101004 5-3-08 2	DUNT CODE OPTIONAL INFO SERIAL ISSUE 3.00 0 3051101002 5-05-08 3051010003 5-05-08 3051010003 5-05-08 3051010003 5-05-08 3051010003 5-05-08 3051010004 5-05-08 3051010004 5-05-08 3051010004 5-05-08 3051010000 4051201002 5-06-08 30510000 4051201002 5-06-08 3051000 0 4051201004 5-06-08 3051000 0 4051301004 5-06-08 3051000 0 4051301005 5-06-08 3051000 0 4051301005 5-06-08 3051000 0 4051301005 5-06-08 3051000 0 4051301005 5-06-08 3051000 0 4051301005 5-06-08 3051000 0 4051301005 5-06-08 3051000 0 4051301005 5-06-08 3051000 0 4051301005 5-06-08 3051000 0 4051301005 5-06-08 3051000 0 4051301005 5-06-08 3051000 0 4051301005 5-06-08 3051000 0 4051301005 5-06-08 3051000 0 4051301005 5-06-08 30510000 0 4051301005 5-06-08 30510000 0 4051301005 5-06-08 30510000 0 4051301005 5-06-08 305100000 0 4051301000 5-06-08 305100000 0 4051301000 5-06-08 305100000 0 4051301000 5-06-08 305100000 0 4051301000 5-06-08 3051000000 0 4051301000 5-06-08 3051000000 0 4051301000 5-06-08 305100000000000000000000000000000000000	AMOUNT CODE OPTIONAL INFO 1,000.00 0 20.00 0 20.00 0 10.00 0 10.00 0 PAYEE NAME 1 1,000.00 0 PAYEE NAME 2 20.00 0 PAYEE NAME 3 200.00 0 PAYEE NAME 4 10.00 0 PAYEE NAME 5 5,210.00 TOTAL

Stop Payments

NELLS ELDO												
WELLS FARGO	,				ACCOUNT	RECON	CILEMENT		1	PRINTED: 05-30-08	PAGE	1
P.O. BOX 63 SAN FRANCIS		4163		ABC CORPORATION					TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2			
ACCOUNT: 49	999 22222	2		STOP PAYMENTS REPORT				I	PERIOD: 04-28-08 TO 05-28-08			
SERIAL	STOP	REL/EXP	AMOUNT	CODE	OPTIONAL	INFO	SERIAL	ST0P	REL/EX	P AMOUNT CODE	OPTIONAL	INFO
3051100621 3051100378 3051100726 3051101003	9-11-08 9-13-08	3-10-09 3-12-09	273.37	STOP/R			3051101005 3051201008 3051301008	9-18-08	3-17-0	9 10.00 STOP/NI		
6 6 1			2.086.21	TOTAL NEW TOTAL STOP STOP PAY P		ITS						

Voids and Cancels

WELLS FARGO	ACCOUNT RECONCILEMENT	PRINTED: 05-06-08 PAGE 1
P.O. BOX 63020 SAN FRANCISCO, CA 94163	ABC CORPORATION	TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2
ACCOUNT: 4999 222222	VOIDS AND CANCELS REPORT	PERIOD: 05-06-08 TO 05-06-08
SERIAL ISSUE POSTED AM	OUNT TRANSACTION DESCRIPTION	
3051101002 5-03-08 5-06-08 10 3051101003 5-06-08 1 2 11	0.00 CANCL/I 0.00 CANCL/I 0.00 VOID 0.00 TOTAL VOIDS 0.00 TOTAL CANCELS/I 0.00 TOTAL CANCELS/NI	

- J. <u>Optical imaging</u>: Describe the applicant's optical imaging process and what items are able to be captured (checks, statements, deposit slips, deposited items, etc.). Provide the following information:
- 1. Describe the service and provide sample reports and screen layouts.

Our online system offers the City several image delivery services to meet all of your needs. Your treasury management sales officer can provide you with a demonstration of the portal.

Application	Description	
Desktop Deposit	View images of items deposited electronically.	
Image Positive Pay	View, print, and save images of positive pay exception items to assist in making pay or return decisions.	
Lockbox and Retail Lockbox Image Archive	Access seven years of archived check images online.	
Returned Item Decisioning	View images of returned items.	
Reverse Positive Pay	View, print, and save images of reverse positive pay items to assist in making pay or return decisions.	
Stops-I mages-Search	Search for and retrieve images of any issued checks,* paid checks, deposits, debits, credits, or other items posted to your account. Many images are available the same day we process them.	
Treasury Information Reporting	Access check images from the Previous Day Composite, Returned Items, Lockbox, and DDA Cycled Statement reports.	

^{*}Requires use of account reconciliation service.

2. Are images available on-line? If so, when? How long are images available on line?

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

Stops-Images-Search

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

Treasury Information Reporting

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

Desktop Deposit

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

Returned Item Decisioning

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

Lockbox

Up to seven years of archived check images are available for access.

Image Positive Pay

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

Reverse Positive Pay

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

3. If images are downloadable, when is the download file available?

Transmission

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

Through our secure transmission platform, you can download files into your internal archives or to our viewing software. During implementation, you'll choose which format (XML or PDF*) you want to use for your files.

*Not available for Retail Lockbox.

CD or DVD

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

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

4. Can the imaging be interfaced with Laserfiche and/or Tyler Technologies Munis – Tyler Content Manager (TCM) to comply with the Texas State Library and Archives Commission requirements?

We can provide a paid check file through an Image File Import (IFI) file, please see Appendix Tab E for the IFI file format.

- K. ACH services: ACH service is required for payroll direct deposit (approximately 1,500 per month), direct debits for utility payments (approximately 500-700 per month), transfers to pools, vendor payments, and for semi-annual debt service payments. The City requires pre-notification. Provide the following information:
- 1. Is ACH service fully available on-line for individual transactions as well as by transmission for batched files? What are the cut-off times for each?

We develop and maintain our advanced, proprietary ACH system in-house, and we believe Wells Fargo sets the industry standard for both functionality and reliability. Designed to be inherently scalable, our system can accommodate your existing transaction volume, as well as your volume increases.

You have access to continuous processing 24 hours a day, 7 days a week, with extended deadlines and no processing window restrictions. We supply

electronic file confirmations within 15 minutes of receipt of your files, and we can warehouse files for up to 45 days before the effective date.

Origination methods

Wells Fargo offers several ACH transaction initiation methods, including our direct origination service, a consolidated payables transmission, and the internet.

Direct origination

You send us a NACHA-formatted file that contains the required ACH transaction information (such as routing and transit number, account number, dollar amount, and effective date).

Consolidated payables transmission

You can initiate ACH payments directly from your treasury workstation, ERP system, or accounts payable system. When you use the Payment Manager® service, you save time by grouping debits, credits, and multiple payment types (such as payroll, credit card, and expense payments) in a single file — and you can even include domestic and international wires, U.S. dollar and Canadian dollar checks, and commercial card transactions. The service separates payments by type and processes them accordingly, sending traditional or human-readable remittance information to the payee as appropriate.

Internet

If you want to originate domestic ACH transactions without having to create your own NACHA-formatted files — and gain the flexibility to make tax and other payments online — online initiation is the best method for you. Once you build a template based on the payment type, it is quick and easy to create ACH transactions and send them to Wells Fargo for processing.

You can choose the types of ACH transactions you want to initiate from the following payment types:

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

The import option allows you to import account information for beneficiaries from systems such as payroll or accounting. With the export option, you can export templates, beneficiaries, and payment batches to update payables and receivables systems and offline files.

When you're on the go, you can access a mobile version of our online ACH approval capabilities. Use a smartphone or mobile device* to quickly, easily,

and securely approve domestic ACH templates and payments that require immediate attention.

To reduce your fraud risk, you must have a second user approve the release of ACH transactions or newly created templates.

Origination deadlines

Origination method	Same-day settlement*	One-day settlement	Two-day settlement
Direct origination	8:00 p.m. CT	8:00 p.m. CT	11:00 p.m. CT
Consolidated payables transmission	7:30 p.m. CT	7:30 p.m. CT	7:30 p.m. CT
Online	6:00 p.m. CT	8:00 p.m. CT	8:00 p.m. CT

^{*}Available for on-us items only.

2. What is the policy on and handling of ACH returned items?

You can choose to automatically redeposit your ACH debits that are returned for nonsufficient or uncollected funds. This helps you increase the likelihood that you will collect those funds without any additional involvement by your staff.

Customize our redeposit service to meet your needs and choose to:

- Redeposit items once or twice
- Redeposit items within a dollar range you establish
- Delay the posting date for first and second redeposits up to nine days after the original return date
- Schedule redeposits for a specific day of the week or month

Redeposited items post to your account with all of your return activity.

You can receive notification of your redeposit items through our online reporting service, by transmission, or by fax. Please refer to the information reporting section for more specific details on our available reporting options.

3. Can ACH items be future dated?

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

4. What specific ACH filters and blocks are available on the accounts? Define and describe all your fraud filter options.

The ACH system is one of the most efficient and cost-effective ways to transfer funds, but it's critical that appropriate measures are in place to protect you against unauthorized transactions. You can choose from three options to protect your checking and savings accounts.

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

Review transactions and decide if you want them returned

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

You can request that we report:

- All ACH transactions posted to your account
- All ACH transactions that exceed a predetermined dollar amount
- ACH credit transactions only, or ACH debit transactions only
- ACH credit transactions or ACH debit transactions that exceed a predetermined dollar amount
- ACH credit transactions or ACH debit transactions outside a specified date range
- ACH credit transactions or ACH debit transactions that exceed a specified maximum number of occurrences

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

Stop unauthorized transactions automatically

With our stop option, we automatically return transactions that you have not preauthorized and process all that you have preauthorized.

You can request that we:

- Stop and return all ACH transactions
- Stop and return all ACH transactions that exceed a predetermined dollar amount
- Stop and return all ACH credit transactions only, or ACH debit transactions only
- Stop and return ACH credit transactions or ACH debit transactions outside a predetermined dollar range
- Stop and return all ACH credit transactions or ACH debit transactions outside a specified date range
- Stop and return all ACH credit transactions or ACH debit transactions that exceed a specified maximum number of occurrences

Monitor converted check entries

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

Echeck Post

If you use this option in conjunction with our positive pay service, you have the opportunity to see unmatched items that will post to your account, so you can decide to pay them or return them using our online Image Positive Pay service.

If you use this option with our Perfect Presentment® service, the ACH converted check will not be matched against your check issue records.

Echeck Stop

If you choose this option, we will automatically stop all ineligible items inadvertently converted before they post to your account.

5. What options are available for ACH reversals and deletions? Transactions and files?

You can choose from multiple options for communicating with us about your ACH file, batch, or item reversals and deletions:

- Include a reversal transaction in your next ACH file and transmit it to Wells Fargo
- Submit your request using our online ACH deletes and reversals option
- Complete our standard delete and reversal form and fax it to Wells Fargo

For security purposes, you cannot make changes to an ACH transaction once you submit it to us. To modify a transaction, you must submit a deletion request and then resubmit the transaction.

6. Are ACH addenda shown in their entirety on-line and on reports and statements?

Online

Our online information reporting service provides a variety of intraday and previous day reports that include ACH information.

Intraday reports

ACH Receive

This is our most commonly used intraday ACH report. It includes detail on all received ACH transactions that will post to your account at the end of the current day, including the first addenda record (if applicable).

WELLS 01/15/20XX 02:10 PM ET CUSTOMER ID: WELLS		HENRY WELLS, INC ACH Receiv
FARGO OPERATOR ID: HENRY		As of 01/04/20X
Commercial Electronic Office®		Treasury Information Reportin
Currency: USD		
Bank: 07300028 Account: 12345		WELLS FARGO BANK, N.A. WIDGETS INC.
Credit Amount Transact	ion Detail	
62,984,697.12 Entry Class/Description: PPD/DTC SDFS	Individual Name:	ACME-DTC SDFS IN
Sending Co Name: TRUST - EOD	ID:	0000022222
Sending Company ID: 9999999999	Discretionary Data:	
54,900,000.00 Entry Class/Description: PPD/TRUST	Individual Name:	ACME TRUST
Sending Co Name: W FARGO BANK	ID:	22222
Sending Company ID: 9999999999	Discretionary Data:	
MATURITIES 01/14/02 00012199236		
54,838,745.97 Entry Class/Description: PPD/FUND TSF	Individual Name:	OFFST TRUST FIDUCIARY
Sending Co Name: TRUST FIDUCIARY	ID:	BATCH OFFSET
Sending Company ID: 9999999999	Discretionary Data:	

ACH Origination

Provides summary information by ACH company ID for ACH files that you submit for processing. It also includes detailed information on accepted or rejected transactions as well as the ACH settlement number. If you use single item settlement, you will see a settlement entry for each transaction.

ACH Return/NOC

Includes detailed information (including settlement information) by ACH company ID for all ACH returns and notifications of change (NOCs) for transactions you have originated. NOCs include corrected information and addenda records.

EDI Payment Detail

Provides both ACH and EDI payment data in a comprehensive report format, and includes all addenda records for supported segment types as well as settlement information. You can access EDI-formatted payment and remittance information on the same day it posts to your account.

Intraday Composite

Provides detail of intraday ACH transaction information, including company name, description, customer ID, company ID, entry class code, settlement information, and discretionary data. It also includes balance and summary information. If you use single item settlement, you will see a settlement entry for each transaction.

Previous day reports

ACH Customer Activity

Lists all ACH activity on your account, including origination settlement information, adjustment detail, rejects, deletes and reversals, and a summary of your return activity by account. It also shows details of reversals, deletions, and rejects.

Previous Day Composite

Provides a comprehensive picture of ACH transactions from the previous business day. It includes a summary of your ACH activity, balance information, and specifics on each ACH transaction posting to your account. You can also select a hyperlink to view full addenda for your received transactions. If you use single item settlement, you will see a settlement entry for each transaction.

Transmission

The City can receive two ACH-specific reports by transmission: The ACH Origination/Reject file includes all originated and rejected items from your transmitted ACH file and the ACH Return/NOC item file includes all returned item and NOC activity.

You can also download intraday and previous day account information directly into your accounting, treasury workstation, or spreadsheet applications through our Direct BAI file transfer service. However, these files do not include detailed information about your ACH transactions.

ISO 20022 XML

You can receive detailed intraday and previous day account information using one of our secure internet transmission options or through SWIFT FileAct.

Consolidated receivables

For more detailed ACH reporting by transmission, you can receive consolidated remittance information for multiple payment types, including ACH.

We translate the data and deliver it to you in a format that's compatible with your accounting, ERP, or treasury workstation system. You can choose to receive multiple files throughout the day or one file containing all of your payments.

You have the option to receive email reports daily or multiple times throughout the day. They include full remittance information on ACH- and EDI-formatted payments and can be delivered in PDF, text, Excel, and CSV format.

Email

You can receive ACH Reject and ACH Delete and Reversal reports by secure email.

Fax

Several intraday and previous day reports are available by fax, typically bundled into packages that include detailed information on exception items,

daily activity, deletes and reversals, and return analysis. If you are interested in receiving your reports by fax, your treasury management sales consultant can discuss this option with you in detail.

7. Does the bank routinely pre-note? Is the pre-note charged as a standard ACH transaction?

A prenotification is an optional step in the credit application process, but we recommend you submit one. If there are errors in bank or account numbers, payments can reject or your payees may not receive their payments on time. By taking this simple step, you can be confident that the receiving bank is able to process your payments correctly.

Prenotifications are generally not necessary for debit applications, as our ACH system's credit union translation feature automatically corrects entries with incorrect bank routing numbers.

Prenotifications are not available for beneficiaries outside the United States.

L. <u>Internet bill payments / E-commerce, virtual receivables</u>: The City receives payments from customer's online bill payment sites. The City will continue receiving these in an electronic remittance file for daily upload. Provide the following information:

1. Describe the applicant's process of providing a single (batch) remittance file.

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

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

Our service accepts payments from many bill service providers, as well as from consumer credit counseling centers and walk-in bill payment providers.

How it works

When you sign up, we'll notify the online service providers in our network* that you can receive payments through our *E-Box* service. We'll consolidate your payments and post a single ACH credit to your account.

*We connect to all major originating endpoints and an extensive network of third-party originators.



Multistep validation

To improve the quality and standardization of the file you receive, you can instruct us to use one or more validation routines to identify, filter out, and repair invalid payments or other types of exceptions.

Payments that have errors or exceptions will be suspended. You'll then either decision them online (optional) or instruct us to return them to the originator.

The following table shows several examples of the validation routines the City can choose from.

Validation routine	Description
Account mask	Confirms that the inbound account number matches your billing account number structure.
Check digit*	Uses a mathematical equation to determine if an account number is valid.
Cross-reference database processing	Translates consumer-initiated account numbers we receive and corrects the account number prior to validation and processing. This database can correct inaccurate account information your customer enters and can make account number changes that may occur due to a merger, acquisition, or system change.
Positive file processing	Compares inbound account numbers to a file of valid account numbers you provide.
Stop file processing	Compares inbound account numbers to a file of unacceptable accounts you provide.

^{*}Applies to credit card billers.

Exception handling

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

Manage payments

Using our online decisioning tool, you can:

- Return payments that should not process or should not have processed
- Repair suspended payments with invalid account numbers

- Repair processed payments requiring account number updates for future processing
- Update your cross-reference database with substitute account numbers and generate notifications of change (NOCs) to payment originators

Dual custody

For additional security, a second person can review and approve all processed and suspended payments prior to completing the decision process.

Research

View and research processed payments and gain access to information for reporting and trend analysis.

Payment history

There is a search feature that lets you locate payments that meet your criteria. You can access 180 calendar days of payments that successfully processed.

Reporting

The Return and Repair report provides a comprehensive accounting of all decisioning activity performed during the past 180 calendar days. Tailor it to show only those payments that meet your search criteria.

You can view, print, and download the report in HTML, PDF, CSV, and Excel formats.

2. Describe and give examples of reports provided for reconciliation and interface with the City's systems.

Our *CEO* portal provides access to the Treasury Information Reporting Internet Bill Payments report for your account, with information downloadable in Excel, PDF, HTML, and CSV formats.

Decisioning

We can match bill payment account details against account information using a positive file that you provide. If a payment doesn't match your file, it is returned or available for you to decision through our online E-Box Decisioning tool.

3. Describe the format the remittance information (account number, customer name, payment amount) is provided? Can the format be modified to meet system requirements for interface?

Remittance data provided in the Receivables Manager file includes, but is not limited to, the following elements:

- Payment date
- Payment amount
- Customer name
- Customer account number or invoice
- Trace number
- Biller ID

*Note: The list above indicates the minimum data coming from the originators, that can be further augmented with data the biller supplies in its positive file.

Interface

Our services use existing interfaces that work with a wide range of accounting, ERP, or treasury workstation systems.

4. Can the applicant provide multiple remittance files for different city departments?

Yes. You can receive up to three files on a given day although each file will have its own settlement.

5. Define and describe the applicant's current services for the collection and transfer of information on virtual receivables. Is this a virtual lockbox process? Define the workflow process.

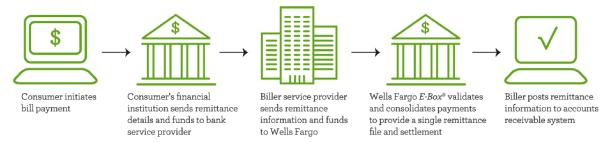
You will transmit your validation file (stop, positive, or cross-reference) to our *E-Box* service.

Your customer will initiate the payment through their online bill pay website. The site providers such as Fisery, FIS (Metavante), and RPPS, then transmit the electronic payments.

Our service validates your incoming payments against account masks and validation files. If there is an exception, you will repair or return it online.

Our service sends the data to our consolidated receivables service, where it can be combined with ACH, wire, lockbox, and remote deposit.

You receive and post your remittance information to your accounts receivable system.



6. Define how long has the applicant had a virtual receivables product available?

We have offered our *E-Box* service since 1999.

7. Will the applicant handle all receivables or only certain defined customers?

Our service accepts payments from many bill service providers, as well as from consumer credit counseling centers and walk-in bill payment providers.

8. Is any additional equipment needed by the City? Explain the costs and leasing options to accommodate changing technologies.

There is no additional equipment needed.

9. Describe what programming requirements or transmission requirements would be placed on the City?

Transmission methods

You can choose from a variety of methods for receiving your files.

Internet protocols

Our internet protocol transmission methods offer you secure and efficient ways to exchange data.

CEO portal application folder access

You can send your transmission through our *CEO* portal, where you can access all of your online applications.

Wells Fargo direct transmission URL access

With our automated transmissions protocol options, you can:

- Schedule sessions to connect automatically to send or receive files
- Automatically receive outbound files from Wells Fargo as they become available

Connect:Direct

If you need to connect directly to our mainframe environment from your environment, you can also send and receive files through Connect:Direct.

File formats

You can either receive your files in our standard Receivables Manager Flat File format or in a customized file format.

10. How often does the receivables service process? Is this an as-needed process or are scheduled transactions planned?

Receivables Manger files are processed once per day, Monday through Friday.

11. Can the bank capture all accompanying paper on a collection and transfer it to a digitized form? If not what restrictions apply?

If the payment comes in in paper form we can send images in a variety of ways. Restrictions would apply for merchant payments if Wells Fargo does not provide your gateway. In this case, we would mail the payments to you.

12. How are transactions scheduled? By whom?

We transmit information to the City in a single file, or in multiple files if you prefer. Receiving multiple files allows you to post electronic payments sooner and take advantage of time zone differences. You can use this information to update your receivables system automatically.

12. Who has liability for the information and transactions during the process?

Liability for information and transactions can be found in our Master Agreement for Treasury Management services document included in Appendix Tab F of this response.

13. List relationships with third party online bill pays.

Wells Fargo maintains direct connections with more than 25 bill payment service providers, including Fiserv, FIS (Metavante), and RPPS. We also connect to leading walk-in service payment providers, as well as the leading consumer credit counseling services, creating one of the most comprehensive payment consolidation networks in the industry.

If a third-party bill payment provider does not originate through one of our direct connections, we can work with them to accept ACH payments.

M. Investment of idle funds and safekeeping services: All City investments will be made by the City or its investment adviser and instructions for safekeeping will be given to the successful applicant, by an authorized staff member or the adviser. The successful applicant will be required to provide book-entry safekeeping services through the financial institution or a correspondent. All securities will be cleared on a delivery versus payment ("DVP") basis and ownership documented by original safekeeping receipts. All interest payments and maturities will receive automated same day collected credit on the City designated account without requiring any additional City action.

All City investments are made on a competitive basis. The successful applicant will be given immediate credit. The City anticipates an average of 45 securities in Federal Reserve Bank ("FRB") or Depository Trust Corporation ("DTC") safekeeping at any time. Ownership of the securities must be perfected and evidenced by an original safekeeping receipt sent directly to the City within one business day. Provide the following information:

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

The WFS investment representative who has been working with the City is Ken Guillory, Investment Representative in our Houston office, telephone 713-319-1138 or 800-603-9111, email kenneth.f.guillory@wellsfargo.com. In his absence, Mali Mahnee, Institutional Sales Assistant, is available at telephone 713-319-1156 or 800-603-9111, email mali.mahnee@wellsfargo.com.

1. Is on-line information available for securities? For clearing? For safekeeping?

Through our *CEO* portal, WFS customers have direct access to brokerage account information such as account balances and positions, can review and download account activity including all trades, cash, dividends, principal, and interest payments, and access month-end statements before paper statements arrive in the mail.

2. Describe bank safekeeping arrangements proposed. Identify any correspondent bank used for custody.

Securities purchased by WFS customers generally are held in safekeeping with Wells Fargo Bank, N.A. (bank safekeeping). Safekeeping activity is subject to period audits by Wells Fargo internal auditors and by our external auditors, KPMG. Securities are held at third party depositories, either The Bank of New York (BONY) or the Depository Trust Company (DTC). Securities belonging to customers who safekeep with Wells Fargo Bank, N.A. (bank safekeeping) are held in accounts titled "Wells Fargo Bank Safekeeping Services", and the securities are recorded in the customer name on our internal system of record. Our books and records are reconciled daily with those of the depositories. Physical securities registered in the customer's name or in WFS' nominee name are held the securities vault at BONY. These securities are counted and reconciled at least quarterly.

3. Are fees charged for clearing, safekeeping and income distribution or are fees bundled?

Currently, the City's fees are waived for clearing, safekeeping and income distribution.

WFS does not calculate fees in the manner outlined in the fee schedule provided by the City, we can provide the City with our fee schedule if requested.

The City may choose to purchase time deposits from the successful applicant but all time deposits will be competitively bid. The successful applicant may provide a set basis for establishment of CD rates if desired.

- N. Collateral requirements: The City requires a financial institution that is fiscally strong and able to provide the services described on an uninterrupted basis. City funds are public funds and fall under provisions of the Public Funds Collateral Act (Texas Government Code Chapter 2257) with additional restrictive City requirements listed on the City's Investment Policy in accordance to the Public Funds Investment Act (PFIA). If funds are, for any reason not swept, all un-invested time and demand funds above FDIC insurance coverage must be collateralized to 102% with securities authorized by the City. Authorized collateral will include only:
 - Obligations of the U.S. Treasury
 - Obligations of U.S. Agencies and Instrumentalities (excluding letters of credit) to include mortgage backed securities which pass the bank test

All securities pledged to the City will be held by an approved independent third party institution outside the applicant's holding company. The successful applicant will be responsible for the pricing of securities and continuous monitoring and maintenance of margin levels. The custodian will provide a monthly report <u>directly</u> to the City on the collateral pledged. Preferably the custodian will provide market values on the securities.

A tri-party collateral agreement will be executed under the terms of FIRREA (with the exception of the Federal Reserve for which a Circular 7 will be used) between the bank, the City and the custodian and approved by resolution of the applicant's Board or Loan Committee.

If collateral pooling is approved by the State Legislature during the period of the subsequent contract, the City reserves the right to chose whether or not to use this pledging mechanism.

If, for any reason, funds are not swept to overnight investments, collateral will be pledged against total deposits held and the conditions must be met.

Application will state acceptance to the following requirements:

1. Collateral must be held in an independent third party bank outside the bank's holding company.

For this section please refer to the Wells Fargo Public Funds information included in Appendix Tab B of this response.

- 2. All deposits will be collateralized at 102% of principal plus accrued interest at all times, excluding FDIC insurance.
- 3. The successful applicant is responsible for the continuous monitoring and maintaining of collateral margin requirements.
- 4. Pledged collateral will be evidenced by original safekeeping receipts/report sent directly to the City by the custodian and the City will

- receive a report of collateral pledged including description, par, market value, and CUSIP monthly.
- 5. Substitution rights will be granted if the applicant obtains the City's prior approval and if substituting securities are received before previously pledged securities are removed from safekeeping.
- 6. The applicant will execute a tri-party safekeeping agreement with the City and the safekeeping bank for custody of pledged securities in full compliance with FIRREA not less than five days before commencement of the contract.
- 7. The custodian will provide monthly collateral reports directly to the City.
- O. <u>Account analysis</u>: A monthly account analysis report will be provided for each account and on a consolidated account basis. Provide the following information:
- 1. A sample account analysis.

We have included a sample in Appendix Tab C of this response.

2. State when the analysis will be available each month.

The billing period closes on the last day of the month. We calculate balances and account activity on the fifth business day of the next month. Your analysis statement is available electronically on the sixth business day.

We mail paper analysis statements six to eight business days after the close of the billing period.

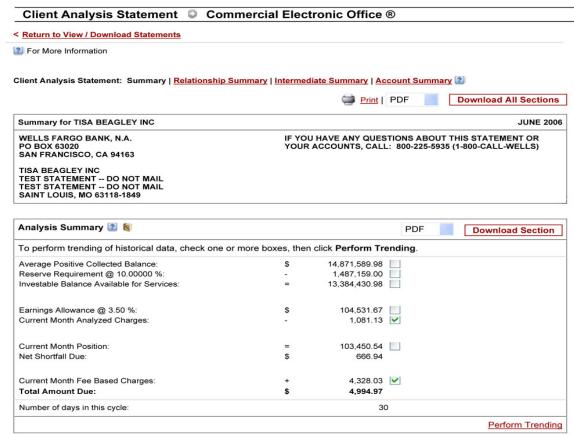
3. Is the analysis provided on-line?

Yes. We are the only financial institution that offers an online interactive analysis statement. With our interactive statement the City can trend up to 13 months of analysis history, giving you a quick overview of changes in your activity and pricing.

You can view the interactive statement online or download it in PDF, spreadsheet, HTML, or CSV formats. Examples of our trending feature are shown below.

The City can select the items to include in the trending report.





Statements & Notices Trending Commercial Electronic Office ® 03/06/07 09:27 AM PT Requested By: Henry Wells Print | PDF Download Trending Criteria Section **Analysis Summary** Selected Field(s): Current Month Analyzed Charges Current Month Fee Based Charges Month(s) June 2005 through June 2006 **Analysis Summary** 4500 4000 3500 3000 2500 2000 1500 1000 Jul-05 Aug-05 Sep-05 Oct-05 □ CURRENT MONTH ANALYZED CHARGES ■ CURRENT MONTH FEE BASED CHARGES Current Month Fee Based Charges Month 1. JUN 2005 115.09 976.31 2. JUL 2005 115.00 1,200.64 3. AUG 2005 115.00 1,432.94 4 SEP 2005 115.09 1,689.65 5. OCT 2005 115.00 979.31 NOV 2005 115.00 1.216.84 7. DEC 2005 222.31 1,432.94 8. JAN 2006 982.31 115.00 9. FEB 2006 0.00 0.00 10. MAR 2006 0.00 0.00 12. MAY 2006

1,081.13

The trending report displays your selected data in graph and list forms.

4. How long are analyses maintained on-line?

Analysis statements are maintained online for a rolling 13-month period.

5. How will earning allowance be calculated? If calculated monthly, will the City be able to offset a negative position with positive positions within a quarter?

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

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

13. JUN 2006

4,328.03

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

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

- P. <u>Monthly statements</u>: The successful applicant will provide monthly account statements on individual accounts and on a consolidated account basis. All accounts are on a monthly cycle. Timeliness is critical. Provide the following information:
- 1. Provide a sample statement.

We included a sample statement in Appendix Tab C of this response.

2. When are statements available in paper and online format?

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

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

3. Is the statement available on line? Also in paper form? Will the statements be available in an electronic file format for interfacing with Tyler Technologies Munis Financial system?

In general, we deliver bank statements, account analysis statements, and other similar information that we provide to the City as reports rather than image files. With regard to disbursement accounts, paid check detail is the only type of information that we deliver as images.

You can access bank statements, account analysis statements, and ARP reports in PDF format online through the *CEO* portal.

4. How long are statements maintained online?

Statements are available for up to three cycles.

- Q. <u>Account executive</u>: To insure smooth contract implementation and continuation, a specific account executive and back-up must be assigned to the City account to coordinate services and expedite the solution of any problem. The account executive should meet with City staff semi-annually on banking matters. Provide the following information:
- 1. Name and title of the proposed account executives.

Our centralized Treasury Management Client Services group is readily available to assist you. Our Client Services department is staffed with well-trained representatives capable of quickly and effectively addressing your cash management, depository, and other banking inquiries. These team members have access to multiple bank systems for on-the-spot research and responsiveness.

You also have the flexibility of reaching out to your dedicated relationship team, which includes your Relationship Manager, Ryan Branigan and Katy Dodd, your treasury management sales consultant.

Below we have included brief biographies of your dedicated team.

Ryan Branigan Senior Vice President Relationship Manager

ryan.p.branigan@wellsfargo.com 512-753-3225 512-396-7672 fax

MAC T7034-010 123 N Edward Gary St San Marcos, TX 78666 As your relationship manager, Ryan functions as a financial consultant and coordinates a team of specialists working on your banking relationship.

Ryan has more than 12 years of diversified banking experience. He is an active member of The San Marcos Chamber, the Greater San Marcos Partnership and the Rotary Club of Greater San Marcos

He received his B.B.A. from Texas State University.

Katy Dodd Assistant Vice President Treasury Management Consultant

katy.dodd@wellsfargo.com 512-344-7768 866-745-9088 fax

MAC T7044-110 111 Congress Avenue Suite 1100 Austin, TX 78701 Katy has the primary responsibility for providing treasury management expertise. She consults with you on issues pertaining to treasury management products and services.

Katy brings more than five years of banking experience in the areas of small business and corporate banking.

Katy received her B.A. from Texas Tech University.

Diane Schmeltekopf Relationship Associate

diane.d.schmeltekopf@wellsfargo. com 512-753-3261 512-396-7672 fax

MAC T7034-010 123 N Edward Gary St San Marcos, TX 78666 Diane works with your relationship manager to help enhance your customer service experience. She serves as the liaison between you and the various departments of the Bank.

Diane brings more than 36 years of banking experience to her current position. She assists you directly with any items pertaining to your account analysis statements and overdrafts.

Jason Wright Treasury Management Sales Associate

jason.wright2@wellsfargo.com 512-344-8906 855-271-0526 fax

MAC T7044-110 111 Congress Ave Suite 1100 Austin, TX 78701 Jason works in support of your treasury management sales consultant. He can assist on treasury management questions when your sales consultant is unavailable.

Jason brings more than eight years of banking experience to his current position. He assists you directly with any items pertaining to the implementation of new services.

2. How are technical problems, questions, or changes to be handled? Daily operational difficulties?

Wells Fargo does provide technical support, depending on the situation.

In most cases, client service officers can diagnose your problem and provide a solution on the first call. When necessary, an additional level of support is promptly available.

Technical issues

If there is a problem that our client service representatives cannot resolve, they'll act as your liaison to escalate the issue to our Technical Services group.

While we cannot provide support for the City's hardware and software, we will assist in any way we can. For instance, we can help to troubleshoot an issue with a scanner, but won't troubleshoot an area that your IT department is more suited to support; we won't put your systems at risk.

Transmissions issues

Our Wholesale Transmissions department focuses primarily on communication issues related to data transmission. Customers who exchange information with Wells Fargo using our data transmission service will also have the help of a dedicated support staff.

Hours

Treasury Management Client Services representatives are available Monday through Friday from 6:00 a.m. to 9:00 p.m. CT and Saturday from 8:00 a.m. to 6:00 p.m. CT.

At times your concerns may require the involvement of our Operations department and you may choose to contact them directly.

- Wire transfer operations staff is available Monday through Friday from 7:00 a.m. to 8:00 p.m. CT.
- ACH investigations support is available Monday through Friday from 7:00 a.m. to 8:00 p.m. CT.
- ACH production support is available from 4:00 p.m. Sunday through 12:00 a.m. Saturday CT.
- Wholesale Transmissions staff is available 24 hours a day, 7 days a week.

3. What kind of technical support is available after business hours and on weekends?

Please see response to #2 above.

R. <u>Stop payments</u>: The City currently averages Ten (10) stop pays a month and requires a minimum six month stop pay period. An automated stop pay process is desired. Provide the following information:

1. Describe the service for request of stop pay.

Stop methods

You have two options to submit stop payment orders: online through Stops-Images-Search or by electronic transmission (where you'll include information in your ARP issue file). With both methods, you can send stop payment requests 24 hours a day, 7 days a week — we'll process them in real time. You can make a request as late as 8:00 p.m. CT and still receive sameday posting.

Online

The system automatically reviews the previous 180 days and intraday teller-cashed activity to determine whether a requested check has paid. You can place stop payments on a maximum of 20 checks at one time. To place a stop payment on more than 20 checks at one time, you will contact Treasury Management Client Services for assistance.

By transmission

The system automatically reviews the previous 90 days and intraday teller-cashed activity to determine whether a requested check has paid.

2. How long do standard stop pays remain in effect?

Stop payments remain in effect for six months. You can individually renew a stop payment on an as-needed basis through our online system or choose to use our renewal option. The renewal option lets you:

- Extend a stop payment for up to an additional six years (in 12-month increments)
- Predetermine a dollar threshold for automatic stop payment renewal
- Limit the number of times a stop payment is automatically renewed

3. How is renewal or cancellation accomplished? Is there a fee for renewals?

You can individually renew a stop payment on an as-needed basis through our online system or choose to use our renewal option. There are no fees charged for renewals.

4. What is the deadline for same day action?

You can make a request as late as 8:00 p.m. CT and still receive same-day posting.

5. Will the on-line system verify if the check was cleared before accepting the stop pay? With tellers?

Yes. The system automatically reviews the previous 180 days and intraday teller-cashed activity to determine whether a requested check has paid.

S. <u>Overdrafts</u>: The City will make every effort to eliminate intra-day and inter-day overdrafts. The City requires intra-day overdraft protection for the occasional situation whereby timing differences occur. Provide the following information:

1. Describe any issues, concerns, and charges associated with the use of intra-day overdraft facility.

We charge for both overdrafts and for the use of uncollected funds. Overdraft fees and uncollected funds use fees can be offset by the earnings credit allowance. You will not be charged for daylight overdrafts.

The charge for overdrafts is on a per item basis and is set by your relationship manager.

The rate for uncollected funds use is based on our prime borrowing rate. The formula for this fee is shown below.

(average daily negative collected balance) x (overdraft rate) x (days in period) / (360)

2. Are all accounts aggregated for overdraft calculation purposes or do accounts stand-alone?

Daylight overdrafts and overdrafts

Wells Fargo has the capability to extend a daylight overdraft facility to you. Establishment of such a limit would be subject to the review of financial statements of the City and subject to credit approval by Wells Fargo.

Wells Fargo calculates daylight overdrafts upon the City's current available balance. However, we can calculate these positions on an account level or a the City relationship structure level.

We calculate overdrafts on an individual account level.

3. Will the bank guarantee payment of all items even if it results in the account being overdrawn temporarily for the day?

Yes, following discussion with designated City staff on movement of funds to affected account.

4. State the fee charged per overdraft occurrence.

Ledger overdrafts are assessed an overdraft handling charge of \$20 per item.

5. State the rate basis for intra-day and inter-day overdrafts.

There is no fee currently for intraday overdrafts (daylight overdrafts). Overnight overdrafts are subject to a use of uncollected funds charge assessed at Wells Fargo prime interest rate. Ledger overdrafts are assessed an overdraft handling charge of \$20 per item.

T. <u>Company banking</u>: Describe any program the applicant has in place to serve the employees of the City. Provide the following information:

1. Is availability only for employees using direct deposit or on City employment alone?

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

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

For the City

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

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

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

For your employees

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

 An interest-earning checking account² with many ways to avoid the monthly service fee – including direct deposit of their salaries³

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

Financial education

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

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

Employee banking packages legal disclaimer

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

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

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

Please see the applicable account agreements for the current terms and conditions. Deposit and credit products offered by Wells Fargo Bank, N.A. Member FDIC. NMLSR ID 399801.

2. List the services available to employees.

Please see response to #1 above.

U. <u>Disaster recovery</u>: The applicant will provide information regarding their disaster recovery plan, including specific plans related to serving the City in the event of a disaster. A contact name(s), phone number(s), and email address(es) with 24/7 accessibility will be provided to the City and maintained in a current status, during the contract period.

Wells Fargo has formal teams in place that are dedicated to managing our ongoing business continuity efforts. Our Business Continuity Planning office oversees preparedness at an enterprise level, and each primary Wells Fargo line of business ensures preparedness at the business level.

Wells Fargo is active in industry forums whose primary objectives are to discuss and share various disaster recovery-related best practices. Forums we are involved in include Contingency Planning & Management, Disaster Recovery Journal, Disaster Recovery International, and Payment Risk Committee, among others.

Testing

We update and test disaster recovery procedures regularly, with the frequency and timing varying by the business function or application. We test and update business unit-level procedures no less than annually, and critical enterprise-wide systems no less than semi-annually.

Critical functions

Our core processes and procedures for business continuity planning remain consistent for a wide variety of disruptions, including earthquakes, fires, floods, technical outages or in the event of a cyber-threat. If a disaster or emergency occurs, we make every attempt to restore and maintain normal service levels as soon as possible. Contingency planning, routine data backups, and business recovery are parts of each Wells Fargo disaster recovery plan. We are on call 24 hours a day, 7 days a week when responding to an incident.

Although components of our business continuity plan may vary based on the nature of an event, we have identified the main areas that are most commonly affected, and provide our general approach to each in the following paragraphs.

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

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

Systems

To minimize the severity of system interruptions, we have instituted redundancies for business critical systems. If a Wells Fargo system experiences a temporary outage, we allocate available resources to the remediation of the impacted applications. Our systems reroute to a hot backup site within three minutes of issue identification.

Telecommunications and power

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

Customer data

We store customer and account data on a source system of record, and back it up in either real time or on a batch-based schedule. If a disaster occurs, your relationship manager, client service officer, and other relationship team members will have immediate access to the source system that houses your information.

In the event of a disaster, you will connect with the same Wells Fargo team members that are familiar with you and your overall relationship with Wells Fargo today.

Wells Fargo Mobile Response Unit

Our Mobile Response Unit can be dispatched to an affected area to help our customers in just a few days. The Mobile Response Unit is built on a semi-trailer truck, can be powered by self-contained generators, has private offices, a cellular data feed with satellite backup, as well as a kitchen and bathroom. In the past, our response unit has provided our customers with in-person mortgage assistance, check processing, and guidance to help with the repair and recovery process.

Backup processing

If a disaster occurs at one of our primary operations centers, we use alternate processing centers to take over day-to-day processing and support until the primary center returns to normal operating conditions. Our recovery sites are strategically dispersed across multiple locations to minimize potential disruption within a specific geographic region. These sites are fully staffed, are operational, and use redundant systems to help provide a smooth transition from the primary to the alternate site.

In most situations, we can restore primary processing within two to twelve hours of disaster declaration. Our recovery sites have sufficient capacity to maintain processing for an extended period. The following are our backup processes for our core services.

CEO portal

We maintain a duplicate environment of the *CEO* portal in a separate location. We actively monitor the readiness of the alternate site by using it to deploy code enhancements and enact disaster preparedness simulations.

CEO Mobile

We have a backup environment for our mobile platform in the event of a system outage. Our *CEO Mobile* and *CEO* portal channels have different URLs and user interfaces so neither is impacted if one channel is down.

ACH

If we invoke a disaster recovery or business continuity plan, processing will automatically divert to the identified backup site as necessary. We test our ACH capabilities no less than annually to maintain the highest level of reliability and effectiveness.

Although we have geographically dispersed backup sites and processes for automatic processing of ACH transactions, manual workarounds may become necessary, depending on the nature and severity of a specific disaster or emergency. If manual workarounds do become necessary, we'll work with affected customers on a case-by-case basis to determine the most effective way to process file information.

Cash vault

If a primary cash vault site is unable to accept, deliver, or process cash, functions will be diverted to the identified backup site(s) as needed. Accordingly, receipt or delivery of cash may be delayed due to transportation distance between you and the backup site. If such an event occurs, we will take reasonable action to resume our normal cash delivery service levels as soon as possible, given available transportation options.

Wire transfer

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

You also have the option to enroll in a specific backup channel should access to your primary wire transfer channel be interrupted. These channels include telephone-initiated wires and using our mobile service to access select functions of the wire transfer service.

For Federal Reserve processing, Wells Fargo maintains redundant connections to two different Federal Reserve Banks in order to minimize potential disruption within a specific geographic region. As an additional precaution, the Fed has implemented frame relay technology, so we can automatically transfer to an alternate Fed processing site as needed. We conduct comprehensive joint testing with the Fed on a quarterly basis.

Desktop Deposit

Wells Fargo automatically stores the checks you scan using the *Desktop Deposit* service on our servers. In the event of a power outage or other interruption, your deposit remains in a pending deposit queue until you can access the system again. Additionally, you have the opportunity to review the deposit before you submit it to the bank to ensure all of your checks are included. You can also access our *CEO Mobile* Deposit service* in the event of an outage or take your deposit to a Wells Fargo store.

^{*}iPhone, iPad, iPad Mini, and Android devices are supported.

SAFE Transmission

Our Secure Application File Exchange (SAFE) Transmission service has multiple access options and we have multiple backups of the environment. This includes the deployment of a backup URL in the case of disaster. For accessing the SAFE Transmission service, Wells Fargo recommends that users leverage URLs in their automation scripts. This will provide uninterrupted service if changes between SAFE Transmission sites is required.

Payment Manager

We maintain multiple backups of our *Payment Manager* platform. If any of our file transmission options are temporarily unavailable, you can use the online file upload feature of the *Payment Manager* service, available through the *CEO* portal, as an alternative.

Commercial Card

Our processing partners, Total System Services, Inc. (TSYS) and Visa®, have comprehensive plans in place for disaster recovery. In most situations, we can restore commercial card processing within 12 to 24 hours of disaster declaration. Our backup sites have sufficient capacity to maintain processing for an extended period of time.

2. Optional services

The proposal will include a response to each question in this section and all fees associated with the service will be shown in Attachment "C". If the service is not available respond as "Not Available".

The City continues to investigate new services for inclusion under the Services contract. These services are not currently required but will be evaluated in terms of availability, feasibility, service levels, services provided and charges for current, or future, use under the contract. The City will make its determination after receipt of the bids as to whether a particular service will be used initially or at all. If the service is initiated later in the contract period the services and charges stipulated in the successful applicant's application will be applied. If the applicant currently does not offer the service but is planning to offer the service during the projected contract period, the applicant will so stipulate along with the anticipated date of activation.

A. Pay cards-stored value cards: The City currently does not utilize stored value cards but may consider it during the contract period especially for payroll. Users must have the ability to use the cards at point-of-sale as a debit card and/or for cash withdrawals at financial institutions and ATMs.

The purchasing ability of the cards must be limited to the stored value of the card. The City is authorized to assess fees from the user for issuing the stored value cards. The City must provide an opportunity for card holders to access the total amount of their funds either through ATM

withdrawals or counter presentation without incurring a fee at the bank's own facilities.

The City will be responsible for marketing the use of the program and has total discretion on the distribution of the cards. The banking institution is required to provide card holders with all processing and transaction information. Services expected from the bank would include at a minimum:

- embossing, encoding and distributing cards as directed by City
- provision of electronic statements to cardholders via on-line web access
- administration of accounts: maintenance of accounts, application of funds, authorization of transactions, related tracking
- customer service functions

Provide the following information:

1. Does the bank provide pay cards or a comparable service? How long has this process been available?

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

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

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

¹Fees may apply.

How it works

Enrollment

Reloadable

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

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

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

Each cardholder must provide the following information:

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

Non-reloadable

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

- Name
- Physical residential address
- Date of birth

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

Card ordering

Reloadable

You can order initial cards online or by transmission.

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

To accommodate employees hired too close to payday for you to order permanent cards, we offer an instant issue service: You'll maintain a stock of cards to give to employees immediately.

Reloadable instant issue

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

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

Non-reloadable

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

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

Card funding

Reloadable

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

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

Non-reloadable

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

Reporting

The City

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

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

Cardholder

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

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

Channel	Description
	assessed by Wells Fargo or others during the statement period.
Customer service	Cardholders can check balances and transaction history by speaking with a customer service representative.*
АТМ	Cardholders can check card balances at any ATM displaying the MasterCard logo.

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

Wells Fargo has offered a payroll card program since 2005. Our partner, MasterCard® IPS, has offered payroll card services since 2009.

2. How many customers use the service? Provide three comparable references for the service.

We have more than 500 customers with thousands of cardholders using our payroll card services, in addition to 1,000 of our own employees.

Out of respect for our customers' privacy, we do not provide references for paycard at this stage in the proposal process. We will be happy to provide references once you have identified us as a finalist in your selection process.

3. Which program (authorization mark) does your program use? (Visa, MasterCard, etc.)

Our program utilizes the MasterCard® platform.

4. Describe the enrollment process. Is enrollment online and does it provide for batched and individual item processing? Are there limitations on the batches?

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

Alternatively, you can direct your employees to our enrollment site to self-enroll. This will eliminate the need to fax or email the enrollment form to us.

5. What are the costs to the institution associated with inactivity (dormancy) or liquidation of stored value amounts to the City? To the end-user?

We include all pricing information in the Section 2 of our response.

6. What are the inactivity (dormancy) levels for the program? What does inactivity trigger?

A card remains active until the cardholder removes all value and closes the account. If there is no activity for 11 consecutive months, we will close the card due to inactivity.

If a card has a remaining balance, we send a check to the cardholder's address listed in our system. If the cardholder does not cash this check, Wells Fargo will handle the escheatment process.

7. Can the term of the program be matched to the depository contract?

8. Describe your customer servicing. Are multi-lingual customer service staff available?

The City customer service

The City will contact our in-house centralized Treasury Management Client Services team for assistance with all of your treasury management products and services, including payroll card.

Methods

Phone

During business hours, the City can call Client Services and speak immediately with a client service officer, or choose to leave a voice mail; we'll return your call within two hours or right away the next morning. You also have the option to leave a voice mail 24 hours a day, 7 days a week.

Email

You can send secure email inquiries to Client Services in one of two ways: online or by using the City's email system.

To reach us after signing on to our secure portal, use the Contact Us link to submit an inquiry. We'll reply to you through our secure platform. We work entirely within this secure platform because, for example, even if you have a general question to ask us, we'll need your account number in order to research and respond.

If the City has your own secure email process, you can use it to contact us. When we receive your email, we'll convert it to our own secure email format. Doing this means that we won't be logging in to your platform.

Cardholder customer service

Customer service for cardholders is provided by our processing vendor, Master Card $^{\circledR}$ IPS.

Methods

Phone

Cardholders can contact a customer service representative for assistance.

IVR

Cardholders can check their balances and transaction history by calling a toll-free number.

Online

Cardholders can view balances, transactions, and history online at the cardholder customer service website.

9. Will the bank handle the escheatment process for terminated employees?

Wells Fargo will handle the escheatment process.

10. Describe data transmission requirements and deadlines?

Reloadable

Loading cardholder funds happens in the same elapsed time as ACH payroll processing. Card funds generally become available on the morning of the effective date of your payroll.

Typically, funding transactions are two-day settlement items, but we also offer one-day and same-day settlement options.

We update same-day ACH funding transactions several times throughout the day. Funds post depending on when we receive your file and on when the next ACH update occurs. For your cardholders' convenience, we suggest that you send same-day transactions as early in the day as possible so that the cards get funded quickly.

Online instant funding of existing cards is available. Funds will be debited from the City's designated Wells Fargo account and placed on the card for immediate use.

If you use instant issue cards with instant funding, funds are immediately loaded to the card.*

Funding cutoff times

Customer input method	Two-day settlement	One-day settlement	Same-day settlement*
Direct transmission	11:00 p.m. CT	8:00 p.m. CT	8:00 p.m. CT
Online ACH service	8:00 p.m. CT	8:00 p.m. CT	6:00 p.m. CT

^{*}You must use Wells Fargo to settle ACH transactions

Non-reloadable

Funds are loaded to the card on the same business day. You can also have predenominated cards on hand that you previously funded.

If you use instant issue cards with instant funding, funds are immediately loaded to the card.

Reloadable

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

Instant funding is available online. We will debit funds from the City's designated account and load them to the cards for immediate use.

^{*}If you fund instant issue cards by ACH, funds are loaded to the card as previously described.

Non-reloadable

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

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

11. Define all services charged to the card holder.

All fees are included in Section 2 of this response.

- B. <u>Image lockboxes</u>: The City currently does not use an image lockbox service for the receipt and collection of utility bills. Payments are received directly by the City in check form and deposited through the standard deposit services. The City may consider an image lockbox alternative for physical checks to be implemented through the new banking contract. Provide the following information:
- 1. Describe fully the bank's ability to provide an image or standard retail lockbox service.

You can direct payments accompanied by remittance documents (mainly business-to-business) to a wholesale lockbox at Wells Fargo for processing.

By using a lockbox to process your payments, you can accelerate funds collection and reduce in-house processing expenses. In addition, you can meet early deposit deadlines and benefit from improved cash forecasting, including intraday availability.

All of our sites¹ convert paper checks to electronic transactions which can speed collection of returned items and can lower fraud risk and improve transaction safety (such as exposure associated with transporting checks to a local banking store).

¹Except Anchorage, Alaska.

How it works

The following diagram shows the wholesale lockbox process flow.



Our network

Wells Fargo is one of the largest and most established providers of lockbox services in the nation. We've been processing lockbox payments since 1948.

You can choose from 19 sites strategically located across the United States. This broad coverage means your payments can arrive at our lockbox site — and we can begin processing them — a day or two sooner than if you use a more geographically distant site.

The following table shows the lockbox sites in our network.

Wholesale lockbox sites		
Anchorage, Alaska*	Denver	Phoenix
Atlanta	Des Moines, Iowa	Portland, Ore.
Baltimore	Los Angeles	Salt Lake City
Boston	Minneapolis	San Francisco
Charlotte, N.C.	Orlando, Fla.	Seattle
Chicago	New York	
Dallas	Philadelphia	

^{*}Processing at Anchorage site is manual.

Site information

Based on the information you provided, we recommend you use our Dallas, TX lockbox site.

Statistics

The following table shows our average monthly lockbox volumes for the past six months.

Lockbox location	Customers	Lockboxes	Items	Dollars	Images	Keystrokes
Anchorage, Alaska	29	28	16,687	\$41,425,183	0	183,117
Atlanta	1,277	1,930	963,129	\$6,545,139,812	3,184,366	27,695,106
Baltimore	488	679	311,015	\$550,183,068	553,810	4,019,364
Boston	Not available	Not available	70,332	Not available	Not available	Not available
Charlotte, N.C.	1,015	1,747	954,508	\$4,462,548,318	2,947,638	14,743,049
Chicago	Not available	Not available	143,938	\$1,304,211,811	406,242	4,094,026
Dallas	2,178	2,397	897,287	\$7,948,678,758	3,840,546	35,044,046
Denver	438	711	388,042	\$1,333,385,062	1,527,734	11,059,487
Des Moines, I owa	154	238	122,787	\$523,411,885	778,882	10,263,733
Los Angeles	1,386	1,947	708,280	\$3,457,918,867	2,824,364	22,980,325
Minneapolis	969	1,143	627,680	\$3,756,477,815	2,198,910	12,322,208
New York	Not available	Not available	401,218	\$389,088,858	806,356	2,711,082
Orlando, Fla.	495	716	319,678	\$551,438,893	950,432	2,855,903
Philadelphia	1,713	2,448	843,078	\$5,429,137,879	2,457,053	20,717,339

Lockbox location	Customers	Lockboxes	Items	Dollars	Images	Keystrokes
Phoenix	124	192	154,269	\$285,650,530	654,059	1,334,733
Portland, Ore.	240	240	141,871	\$426,720,899	466,443	2,314,307
Salt Lake City	97	157	67,886	\$181,186,833	224,698	1,601,217
San Francisco	737	859	395,008	\$3,083,612,437	1,588,998	10,266,838
Seattle	186	266	164,670	\$667,904,035	486,285	3,776,585

2. When is information available?

We report daily deposit totals within two hours of the deposit cutoff time you specify. Multiple deposits are reported the day they occur, within two hours of your specified deposit cutoff time.

3. Describe the implementation timeline.

Customized plan

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

The Wells Fargo difference:

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

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

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

Transmission testing

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

^{*}The City agreement is required to move any transmission services into the production environment.

Schedule

A sample timeline for wholesale lockbox and related products is below. This sample shows some crucial tasks, but may not be comprehensive; after we meet with you to discuss your needs, the timeline will be customized. The lead time represents the length of time it takes to make the service available to the City once your implementation coordinator gathers all of the necessary information from you and any internal sources.

Sample implementation project timeline

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
DDA account openir	ng – 1 day				
Identify all accounts to be opened at Wells Fargo	Wells Fargo / The City				
Provide subaccount locations (if applicable)	Wells Fargo				
Provide account numbers	Wells Fargo				
Provide MICR specifications	Wells Fargo				
Complete and return signature cards	The City				
Validate set up	Wells Fargo				
Daviow and confirm	Add certa	r delete produc in types of rep	orts: Lead times	are the same a ding products	s the
Review and confirm services	Wells Fargo / The City				
Review and approve forms	The City				
Set up online user management: assign company ID, user IDs, initial passwords	Wells Fargo				
Set up basic reports for balance and transaction activity	Wells Fargo				
Determine resources that will provide consultative training	Wells Fargo				
Perform/participate in training	Wells Fargo / The City				

	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
NOTE: The implemen	tation time can be shorter	(or longer), de	pending on the p	roducts being imp	lemented.
Wholesale Lockbox	– 10 days				
Review and confirm services	Wells Fargo / The City				
Provide sample invoices (for image quality)	The City				
Perform invoice testing	Wells Fargo				
Confirm photocopy service request*	Wells Fargo / The City				
Provide lockbox number and live date	Wells Fargo				
Perform image training	Wells Fargo / The City				
Finalize setup	Wells Fargo				
Wholesale Lockbox Review and confirm services	with transmission – 30 Wells Fargo / the City	to 40 days			
Review and confirm services Provide file layout	1	to 40 days			
Review and confirm services Provide file layout specifications Provide sample invoices (for image	Wells Fargo / the City	to 40 days			
Review and confirm services Provide file layout specifications Provide sample invoices (for image quality) Perform invoice	Wells Fargo / the City Wells Fargo	to 40 days			
Review and confirm services Provide file layout specifications Provide sample invoices (for image quality) Perform invoice testing Issue transmission	Wells Fargo / the City Wells Fargo The City	to 40 days			
Review and confirm services Provide file layout specifications Provide sample invoices (for image quality) Perform invoice testing Issue transmission ID Perform	Wells Fargo / the City Wells Fargo The City Wells Fargo	to 40 days			
Review and confirm	Wells Fargo / the City Wells Fargo The City Wells Fargo Wells Fargo	to 40 days			
Review and confirm services Provide file layout specifications Provide sample invoices (for image quality) Perform invoice testing Issue transmission ID Perform transmission testing Provide lockbox number and live	Wells Fargo / the City Wells Fargo The City Wells Fargo Wells Fargo Wells Fargo / The City	to 40 days			

Product Resp		ected Actual comple date	Expected tion completion date status	
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Note: The implementation time can be shorter (or longer), depending on transmission testing. Lockbox can begin receiving deposits 10 business days after the lockbox number is assigned; however, we cannot provide remittance details electronically until transmission testing is complete.

4. What level of technical assistance is the bank anticipating would be given to the City to implement the lockbox and design the remittance document?

We'll assign an implementation coordinator to your project. This person will discuss with you and document expectations, issues, and questions both parties have about your setup. The implementation coordinator will then follow up with further meetings where you'll determine together timelines for specific products and agree on the responsibilities in meeting deadlines.

After we've gathered and verified all information and our processing site has the City's instructions, we'll supply to you specifics such as your lockbox number, go-live date, and PO Box address.

Training

Our consultative approach to training readies the City staff so that they're up to speed as soon as implementation is complete. Because our services are easy to use, on-site training isn't needed. For lockbox reporting and imaging, your implementation coordinator can walk you through our portal and answer questions.

You'll have access to the training resources shown below. If you feel your staff needs additional help, you can contact your treasury management sales consultant.

Training materials

Wholesale lockbox	User guide	Tutorial	Demo	Webinar	Reference guide	Quick reference guide
Wells Fargo portal / information reporting	X		X	X		
Wells Fargo portal / lockbox	Х	X		X	X	X

User guide

This PDF document provides an overview of the service, along with details such as step-by-step instructions for accessing images and reports. You can print the guide as needed.

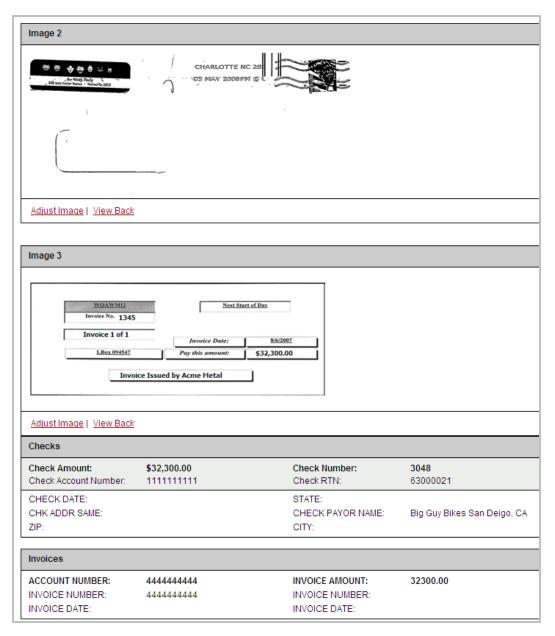
Tutorial

Our on-demand, pre-recorded training module offers flexibility for your staff to complete whenever it is most convenient for them. Our audio and visual recordings are available 24 hours a day, 7 days a week.

Demo

As an example of the type of training our demos provide, a few screen shots are shown below.





Instructor-led webinar

During a learning session, your staff will dial into a conference call and follow an interactive presentation. Attendees can ask questions of the instructor, find solutions to any issues, and interact with other users from different organizations.

Reference guide / quick reference guide

These describe how to use our single sign-on portal to access lockbox reporting and images.

Customer service and technical support

After your implementation is complete, your implementation coordinator will transition you to Treasury Management Client Services. This group will be

your source for on-going support. Our Technical Services group will also be available to assist you throughout our relationship.

5. When could the lockbox be implemented?

Implementation for a lockbox with transmission requires about 30 to 40 business days. The implementation time can be shorter (or longer), depending on transmission testing. Lockbox can begin receiving deposits 10 business days after the lockbox number is assigned; however, we cannot provide remittance details electronically until transmission testing is complete.

6. Where is the chosen lockbox facility located? What address (city, not street or specific location) would be used for remittance on each?

We recommend the City use our Dallas, Texas lockbox.

Wells Fargo uses post office box numbers when assigning new lockbox numbers.

7. Describe the work flow and processing of payments at your facilities.

Workflow

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

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

Receive and sort mail

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

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

Quality control

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

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

Extract contents

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

Scan checks and capture data

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

Quality control

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

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

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

Scan remittance documents

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

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

Quality control

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

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

Input check data (if necessary)

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

Quality control

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

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

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

Capture supplemental data (optional)

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

Quality control

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

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

Create deposit file

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

Quality control

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

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

Generate output

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

Quality control

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

Prepare package

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

Quality control

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

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

Manager oversight

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

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

Take a tour

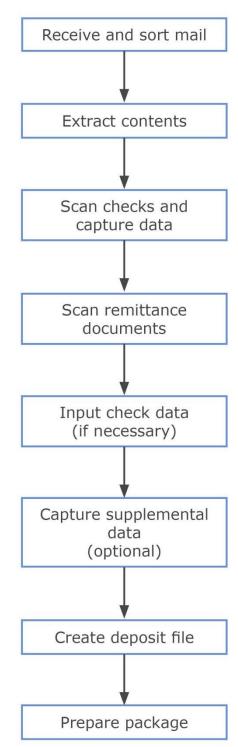
Onsite

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

Video

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

Flow chart



8. When is mail collected and delivered to the facility? How many times daily? How many hours of operation each day?

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

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

Post office location	Weekdays	Saturday	Sunday
Dallas Dallas Main Post Office	AM 3:00, 7:00 PM 8:00*, 11:00 *No 8:00 p.m. pickup on Friday	AM 5:00, 6:00, 9:00 PM No pickup	AM 2:00, 5:00, 9:00 PM 11:00

9. Can the lockbox handle remittances paid by credit card?

We process credit card payments received in your lockbox using the Wells Fargo Payment Gateway® service, an electronic payment capture service that enables secure payment authorization and settlement for credit cards and debit cards.

Processing steps

- Credit card payments are sorted out from other types of payments in your batch
- Credit card and transaction information is entered into the *Payment Gateway* service, along with an authorization request, to Wells Fargo Merchant Services
- Within seconds, an approval (or denial) is received
- Approved transactions are submitted for settlement

Validation

The City can provide instructions related to the processing of items such as partial payments, missing signatures, and stale- or future-dated payments. We automatically decline and return to you any transaction missing a credit card number, expiration date, or dollar amount.

Approved transactions

If you elect to receive image output, we scan the remittance document and envelope; you can view them online using our online lockbox service.

Declined transactions

We return paperwork for any declined credit card transactions back to you.

Card types accepted

We support any card with the Visa®, MasterCard® card, American Express, or Discover® logo. We do not accept PIN debit or electronic check (eCheck) payments.

10. Describe the major components of your overall process including quality control checkpoints.

Please see response to #7 above.

11. Is image processing currently included? Are there additional imaging costs for each item (check and remittance document)? Is there a separate fee assigned for the transmission of images?

All of our sites* clear checks by image exchange or as image replacement documents (IRDs).

Yes, there are various additional fees that are determined based on your reporting needs. We will be happy to discuss this further at your request.

12. Will City mail be processed on all shifts including weekends?

Mondays and the Tuesday after a Monday holiday are our peak processing days during the week. Peak volume during the month varies; however, it is generally heaviest during the first and last weeks of the month.

Most of our processing sites operate a two shift environment — first and third shifts. All sites process deposits Monday through Friday; however, some process work on weekends to help ease Monday volumes.

During periods of average mail volumes, the depth of our staff is sufficient to allow coverage in cases of unexpected volume increases.

During predictable periods of increased mail volumes, we implement overtime and flexible schedules. We may also schedule additional staff in advance.

13. Do you process wholesale and retail lockbox on the same equipment? If so, how are payments prioritized?

Many of the lockbox sites within our network support the processing of both wholesale and retail payments. At our sites in Los Angeles and Dallas, we process certain retail payments on a different platform than wholesale payments. These two sites are set up to process higher volume retail accounts. At all sites, we prioritize processing based on our customer's deposit deadline.

For our sites that do offer retail processing, the following table provides average monthly retail lockbox volumes for the prior six months.

Lockbox site	Items	Dollars	Lockboxes	Customers
Anchorage, Alaska	42,514	\$4,132,096	4	4
Dallas	82,130	\$36,351,089	24	24
Denver	700,787	\$268,455,623	67	47
Des Moines, Iowa	663,682	\$410,115,199	23	21
Los Angeles	338,419	\$132,525,170	36	30

^{*}Except Anchorage, Alaska.

Lockbox site	Items	Dollars	Lockboxes	Customers
Minneapolis	517,260	\$223,249,600	53	50
Phoenix	172,527	\$128,177,743	59	28
Portland, Ore.	8,298	\$10,562,518	4	4
Salt Lake City	108,580	\$27,687,272	26	15
San Francisco	94,132	\$64,816,090	22	14
Seattle	130,142	\$41,494,247	18	12

14. Is there a formal procedure for responding to and correcting errors and problems? If yes, please describe including average response time.

Yes. No matter how many Wells Fargo products and services you use, you'll have just one number to call when you have an issue to resolve. Treasury Management Client Services has a centralized structure with a presence in all time zones. We hold the same high standards across our organization; all client service officers follow the same policies and procedures.

Our structure allows us to consolidate issue tracking and identify trends within your transactions, which helps us resolve your problems quickly — and helps to prevent the same problems in the future.

At times, your concerns may require the involvement of the Operations department. In these cases, a client service officer acts as your liaison in solving your lockbox or transmission issues.

When we set up your research case, we determine and establish the expected resolution time — we meet it in nearly 100% of all cases.

Client Services performance results*

Inquiries resolved	Team support
Within expected resolution time	99.8%
Same day	91.9%
Within three days	91.6%

^{*}Year-to-date as of July 2014.

15. Provide the contact names and telephone numbers of at least three comparable public lockbox clients.

Out of respect for our customers' privacy, we do not provide references for lockbox at this stage in the proposal process. We will be happy to provide references once you have identified us as a finalist in your selection process.

16. In the case of system failure, what are the back-up arrangements for processing? What delays would be expected in such a situation?

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

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

17. Describe the data transmission process (BAI, 823, 820, or other) and provide all sample reports to be received by the City. What transmission protocol is used? What options are available? Is their full Magnetic Ink Character Recognition ("MICR") capture?

Through our Receivables Manager service, we can consolidate lockbox remittance information with a variety of payment types including ACH, wire, electronic deposits, merchant services, and internet bill payments. We then translate the data and deliver it to you in a format that's compatible with your ERP platform, treasury workstation, or system of record. You can choose to receive your information in one or more of our standard formats — ANSI 820, ANSI 823, BAI, modified NACHA, or flat file. We can also support most proprietary formats.

Your treasury management sales consultant will be happy to discuss with you the options and fees associated with the Receivables Manager service.

18. What is the earliest transmission time that information is available on the daily deposit(s)? Intra-day? Is this information available on-line?

We work diligently to process mail items as quickly as possible; however, we cannot guarantee all items will be processed on a same-day basis unless you select the latest transmission time available. We begin lockbox processing early in the morning, but can receive mail from couriers at any time during the day.

Your transmission time is based on the deposit cutoff time you choose. Data transmissions are available within two hours of your deposit cutoff time.

If you choose the earliest transmission time available — and therefore the earliest deposit cutoff time — it is possible that some of your items will not be processed, deposited, and included in the transmission that day.

Any items that are not received and processed before your deposit cutoff time are held for processing on the next business day.

Our lockbox sites strive for same-day processing. If your goal is to maximize the number of items processed for ledger credit on a given day, we recommend a later transmission time so that more of your items are processed and deposited on a same-day basis.

Prior to the implementation of your lockbox services, your treasury management sales consultant will work with you to establish a transmission schedule that meets all of your requirements.

Deposit cutoff times and corresponding transmission times are included in the following table.

Lockbox site	Deposit cutoff times*	Transmission times*
Dallas†	5:00 a.m. 11:30 a.m. 4:00 p.m.	7:00 a.m. 1:30 p.m. 6:00 p.m.

[†]On Mondays only, 7:00 a.m. replaces 5:00 a.m. deposit cutoff and 9:00 a.m. replaces 7:00a.m. transmission time

19. Who is responsible for handling adjustments and error resolution? How?

When a problem is identified, providing a prompt resolution is important, and so is identifying the root cause. By identifying the root cause — whether it's procedural, personnel-related, or technology-driven — we are able to implement a resolution that helps prevent the same problem from happening again. We strive to continuously improve our quality management process and the level of service we provide.

C <u>Procurement cards</u>: Provide a full description of the purchasing card program the applicant has available. Provide the following information:

1. What card platform(s) does the applicant support (MC/ Visa) and is a third party processor used?

Wells Fargo is a dual issuer, with both the Visa® and MasterCard® platforms available for our commercial card service. Based on our current understanding of the City's needs, we recommend Visa for the following reasons:

- Consistency across other card programs
- Visa's focus on commercial business
- Worldwide acceptance

Acceptance

Region	Visa acceptance ¹
United States	9,068,683

Region	Visa acceptance ¹
Canada	660,647
Asia-Pacific	8,219,748
Latin America	6,015,740
South Asia, Middle East, Africa	1,573,504
Europe	10,108,475
Worldwide	35,646,797

¹ As of 2013.

2. What information is available online and when? Describe data download, integration, and reporting capabilities.

The City's online reporting structure — and reports themselves — can be customized and built to meet your needs. You'll have a flexible administrative tool that streamlines your reporting and statement processes.

Pull reports by date

You'll have access to 36 months of the City's transaction history. You can pull reports for particular time frames by selecting start and end dates.

Create ad hoc reports and inquiries

Your program administrator can choose from more than 100 transactions fields to create custom reports and inquiries; he or she can narrow reports to show only the selected fields for review, and generate them for one-time use or save the parameters for future use. Ad hoc reports are available for both card transactions and out-of-pocket expenses.

Transaction fields include:

- General ledger (GL) data elements
- Merchant category codes
- Transaction amounts
- Merchant names

Define access and distribution

At setup, you will define user roles and level of data access. The City's cardholders, approvers, and program administrator can then pull reports specific to their roles. In addition, using a read-only administrator role, auditors, and other authorized staff can access, but not change, reports and statements.

Your administrator can generate reports specific to a division or business unit by selecting the data elements that apply to its level. He or she can then view the reports online or export them an Excel file or a PDF and distribute to managers and staff.

Customize report data

The City can create up to nine of your own data fields to populate in your reports. Your administrator can further refine reports to only show all transactions that are more than a certain dollar limit, with certain merchant types, or within a specific date range.

Optional custom reporting

With customization, users can consolidate information from different reports and across multiple divisions into a single report. You also have the flexibility to select custom date ranges and to create templates for later use.

3. Does the applicant have online transaction review? Account allocations?

Cardholders and approvers can review and approve transactions, view receipts online with receipt imaging, input out-of-pocket expenses such as mileage, and reclassify activity to multiple cost centers — all through the online reporting system. Our system's approval and receipt imaging features are also available through your mobile device.

Cardholders

If a cardholder has not reviewed his or her transactions by the end of the City's designated statement period, the system will send an automated email reminder to the cardholder that a statement needs to be reviewed.

Typical steps cardholders take include:

- Review transactions
- Reallocate transactions
- Split transactions
- Add descriptions
- Mark statements as ready to approve

Approvers

Approvers receive automated emails when statements from their direct reports are ready for review. After logging into the system, approvers can approve or decline out-of-pocket expenses or reallocate charges.

Administrators

While the system sends automated email reminders, program administrators can as well. At any time, administrators can email cardholders or approvers directly from the system when reviews are overdue.

4. What client support is available and how is it provided?

The service center is available 24 hours day, 7 days a week to provide operational support for your commercial card program. More than 130 service officers assist with customer service, technical support, fraud and dispute resolution, and billing inquiries.

Any time a caller has an issue that is not resolved by a service officer, he or she should ask to speak with the shift manager. All service officers and shift managers report to the service center department manager, who will be aware of any unresolved issues.

If the department manager cannot resolve the issue, your dedicated account manager will work with you and our customer service management team to achieve resolution.

5. Describe the diverse parameters and restrictions available for the card contract and how many access levels are available?

The City can use our online application to manage your purchases with designated vendors in two different ways.

Set restrictions on use

The City can direct employees to use your preferred vendors and prevent unauthorized use by restricting card use with specific merchants and merchant category codes. Restrictions can be placed at company, department, or individual cardholder levels.

Review reports

You can view vendor spending reports at any time through our online system. Standard reports available include those shown in the following table.

Report name	Description
Merchant Transaction Summary	Displays activity by merchant for all transactions made during a specific time period. Sorted by merchant name and includes: Total number of transactions Total dollar amount and average dollar amount of debits Total dollar amount and average dollar amount of credits Overall total dollar amount and average dollar amount (debits plus credits)
Merchant Detail Transaction	Displays activity by merchant for all transactions made during a specific time period. Total number of transactions and total dollar amount with each merchant is provided. Sorted by merchant name and includes the following additional details for each transaction: Card number Transaction date Posting date Transaction amount Sales tax
Merchant Category Code Transaction Summary	Displays activity by merchant category code for all transactions made during a specific time period. Sorted by merchant category code and description and includes: Total number of transactions Total dollar amount and average dollar amount of debits Total dollar amount and average dollar amount of credits Overall total dollar amount and average dollar amount (debits plus credits)
Merchant Category Code Detail Transaction	Displays activity by merchant category code for all transactions made during a specific time period. Total number of transactions and total dollar amount with each merchant category code is provided. Sorted

Report name	Description
	by merchant category code and description and includes: Merchant name Card number Transaction date Posting date Transaction amount
Multiple Transactions Per Merchant	Identifies purchases made by the same person on a single day at the same merchant. Sorted by cardholder and includes: Transaction date Posting date Card number Merchant name Merchant category code Transaction Amount

Using information from these reports, the City can analyze spending patterns and determine with which vendors you may be able to negotiate discounts. As your vendor relationships change, your program administrator can continue to refine purchasing restrictions with specific merchants or merchant category codes.

6. Discuss settlement and corporate liability terms. Include information on the applicant's support for the program, the applicant's experience, settlement terms on payment, security procedures, license requirements, and how billing is received.

In 2012, 71% of organizations used a corporate liability program, compared to just 56% in 2004. *

Why are more organizations choosing corporate liability? Simply put, it's because a corporate liability program offers many efficiencies, including:

- Avoiding increases in costs, losses, and risks
- Increasing visibility of spending across the entire organization
- Eliminating unnecessary burdens on employees

Corporate liability is considered a best practice in the card industry, and our program uses this approach. Below, we've included details on some of the issues you might face with an individual liability program - and the benefits you'll realize by choosing corporate liability.

Concerns of individual liability

- In addition to the costs of processing expense reports, you bear the expense of issuing multiple checks when reimbursing employees for out-of-pocket expenses.
- You cannot obtain insurance coverage for employee misuse.
- Your available revenue share margins are much smaller after deducting for processing expenses, employee default, losses, and any rewards programs.

- You can only complete accounting for card expenses after employees submit expense reports, which can result in untimely realization of purchases.
- Personal credit checks for employees are required. Employees with marginal credit are denied cards and have to get a corporate guarantee to obtain a card.
- The financial responsibility for payment of business-related purchases is transferred from your organization to the employee.

Benefits of corporate liability

- Your administrative costs are reduced, allowing Wells Fargo to pass process savings to you in the form of lucrative and predictable revenue share opportunities.
- Revenue share payments are not subject to unrealistic payment terms for hundreds or thousands of individual cardholders.
- Losses associated with purchase credits are reduced.
- Individual card use is visible, manageable, and auditable through webbased reporting and workflows.
- Calendar-based expense reports mean you have predictable reconcilement and approval periods and a substantial reduction in the number of urgent or exception processing requirements.
- The amount of administrative work required of you to issue cards to employees is reduced. Your employees can obtain cards, regardless of credit history, and keep their focus on your core business.
- * RPMG Research Corporation, 2012 Purchasing Card Benchmark Survey Results.

7. Does the applicant offer payment options?

We debit your checking account for payment according to the frequency and cycle cutoff date you determine during implementation. If there is an issue collecting payment or your program has become delinquent, your account manager and your relationship manager will work with you to resolve the situation. While we do not charge late payment fees, other fees may be applied to your checking account if your card payment causes the account to become overdrawn.

8. Discuss the training programs provided.

An important part of implementing a commercial card program involves determining what educational materials and training are required to meet your needs. We take a customized approach to training, with the end goal being your employees are prepared when the program is rolled out.

The amount of training your employees require will vary based on their role in the expense management process. Most employees already use credit cards and quickly learn aspects important to commercial card programs.

Materials

During implementation, we assist you with producing training materials and other documents needed to support your program. We provide you with an

electronic copy of a user guide that contains a variety of sample materials, including:

- Policy and procedures manual
- Quick reference guides
- PowerPoint training presentation

We collaborate with your program administrator to customize these materials by incorporating your specific policies, procedures, and culture. They can also be tailored to different audiences within the City.

For cardholders

The City's program administrator delivers training to cardholders. Your account manager is available to support your program administrator with training efforts as needed. Most cardholders learn what they need to know in less than half a day — sometimes, in just an hour.

Cardholders should know how to use the credit cards for transactions and learn to file their expense reports using our online software. They also need to understand the responsibilities of having and using a corporate asset like the commercial card, which differs in many ways from a personal credit card. Some of the areas we suggest for training are shown in the following table.

Training topics	
Reviewing transactions	Splitting or reclassifying general ledger allocations
Entering out-of-pocket expenses	Marking statements ready for approval
Viewing, printing, and exporting reports	Reporting loss or theft of the card
Reconcilement period	Reporting suspicious transactions

Training sessions conducted by webinar are available to the City's cardholders on a weekly basis. Sessions cover the basics of using our online application, and the instructor demonstrates the functions most commonly used by cardholders. Each session lasts one hour and includes time for questions.

For approvers

Approvers participate in the cardholder training described above. During these sessions, they will also be taught how to inspect their direct reports' transactions and quickly facilitate statement reconciliation.

For the program administrator

We begin training your program administrator during implementation so he or she can work as an integral part of the implementation team and gain confidence in being accountable for the program. We designed our program so that your program administrator can operate and maintain it self-sufficiently, with the support of your account manager and our Business Purchasing Service Center.

We thoroughly train your program administrator on all aspects of the program, including the topics shown in the following table.

Training topics	
Mastering the skills of cardholders and approvers	Acting as the primary point of contact for integration of program data with the City's other systems
Communicating with your account manager on a regular basis to ensure continuous improvement and program success	Training cardholders, approvers, and new program administrators using the training materials and resources we provide
Distributing, managing, and tracking cards	Updating spending parameters including purchasing limits, merchant category code inclusions and exclusions, and cash advance features
Creating reports and general ledger download files	Escalating issues and engaging other resources from the City when necessary

To help your program administrator master our online application, we use the four-stage, in-depth training approach shown in the following table.

Stage	Training approach
Phase 1	Concentrates on building the basic parameters of our system, configured to the City's needs. For instance, you decide what custom codes you would like to append to cardholder transactions, such as cost center, project code, employee number, and anything else relevant to your general ledger and reporting requirements.
Phase 2	Drills down to the details of our system. We review how to assign approvers to cards, establish cycle times, and many other aspects of operating the program.
Phase 3	Demonstrates the process of integrating program data with the City's other systems. After program setup is complete and one statement cycle has been finalized, we help your program administrator successfully extract a general ledger export file from the system.
Phase 4	Confirms that your program administrator is confident with the program. After phase 3 is complete, we follow up with your program administrator to review the reconciliation process, report generation, and any other aspects that your program administrator has questions about.

9. Describe how cards are issued, deleted or replaced, and how lost/stolen cards are handled.

Your designated program administrator can issue new cards, deactivate cards, and change spending limits for your employees around the world — and function self-sufficiently. These functions, and many others, are performed in real time either through our online system or by calling our service center.

New card issuance

Your program administrator can set up new users and request new cards through our online system. New cards are typically delivered within five to seven business days. We can accommodate a rush delivery of two to four business days when necessary.

Cancellation of cards

Your program administrator can cancel cards and disable users in real time. To ensure that you receive the full benefit of the Visa® Liability Waiver Insurance Program included with our program, your program administrator should report cancellations due to employee terminations immediately.

Modification of card parameters

The City's program administrator can update these spending controls and restrictions at any time:

- Maximum number of transactions allowed per day or month
- Maximum dollar spending limit per day or month
- Maximum single purchase limits
- Authorized merchant category codes

Lost or stolen cards

Cardholders must immediately call our Business Purchasing Service Center to report lost or stolen cards. Your program administrator is required to follow up with an email confirmation to us once he or she has updated your records. We will then issue a replacement card.

Replacing cards

Your program administrator can order replacement cards (which we prefer to send to your administrator for security purposes, but will send directly to the cardholder if necessary). Delivery usually happens within three to five business days and emergency card replacement can happen within two to four business days.

Renewal cards are automatically sent to the City's administrator approximately 30 days prior to card expiration dates.

Modifying a cardholder's profile

The City's program administrator is responsible for keeping employees' profile information updated in the online system, including contact information such as email addresses and phone numbers. Our system also lets your administrator perform the functions included in the following table.

Real-time functions available online	
Reset passwords	GL mapping templates
Update primary and secondary approvers	Hierarchy maintenance
Update user roles	Manage statement review status
Move cards	Broadcast messages to users

10. Describe any rebate program available with the purchase card. Is there a limitation on transaction eligible for the program? How often is the rebate paid?

Our program offers the City substantial opportunities for revenue sharing. We build our revenue share offering around three primary components: payment terms, qualified annual spend, and average transaction size.

Our assumptions in these areas are based on our current understanding of your objectives. We also consider our experiences with similar customers in our portfolio.

If the City would like us to modify some or all of our assumptions, we would be pleased to adjust our offering so that it better matches your objectives. Shorter terms (fewer days to pay) or more frequent payment (daily, weekly, or twice monthly instead of monthly) may positively affect your revenue share.

Revenue share is retroactive to dollar one when each spending level is attained. Revenue share is paid in the first quarter of the year and is determined by the total qualified annual spend for the previous calendar year. Certain terms and conditions apply to revenue sharing and you should discuss these with your Wells Fargo team.

Assumptions for the City

Payment cycle	Monthly
Days to pay from the statement end date	seven days to pay
Anticipated annual spend	\$6.4 MM (per the RFP from the City)
Average transaction size	\$200

Revenue share offering

Qualified annual spend*	Revenue share
\$3,000,000 - \$4,999,999	114 basis points
\$5,000,000 - \$6,999,999	124 basis points
\$7,000,000 - \$9,999,999	131 basis points
\$10,000,000 - \$14,999,999	137 basis points
\$15,000,000 – and above	140 basis points

^{*}Total volume minus credits and cash advances (if applicable). No revenue share shall be owed for the previous year if the Customer's average ticket falls below \$200.

Wells Fargo will segregate large ticket transactions as qualified by Visa. The term "Large Ticket Transaction" as used here in shall mean certain transactions subject to select transaction requirements, qualified and determined by Visa, in its sole and absolute discretion. Such Visa transaction qualification requirements for large ticket interchange shall include, but not be limited to: custom payment service qualification with Level II and Level III data included with the transaction.

The following terms and conditions shall apply under this Attachment: i) Customer must obtain an annual minimum Net Purchase Volume of \$3,000,000 which may include both qualified and non-qualified Large Ticket Transactions, to receive a Revenue Share payment under this Attachment, ii) Wells Fargo will segregate Large Ticket Transactions (as qualified by Visa), and iii). If such Large Ticket Transactions are

segregated, Customer's Net Purchase Volume will be segregated into either the Standard non-qualified Large Ticket Revenue Share Schedule set forth above or the Qualified large Ticket Revenue Share Schedule set forth below for purposes of Revenue Share calculation:

Qualified large ticket revenue share schedule

Net purchase volume of qualified large ticket transactions	Revenue share	
\$1.00 and above	60 basis points	

11. Describe any unique features that should be considered.

Wells Fargo is committed to providing our customers with a high quality commercial card solution. We continually invest in this service to ensure we are meeting the needs of our customers. Below is a list of new features we currently anticipate making available to customers. While we have target dates for the availability of these new features, the dates are subject to change based on product and customer feedback during the pilot process.

European expansion

We now offer cards in euro and British pound sterling currencies with reporting capabilities to your parent company in the United States.

Chip and PIN technology

Chip and PIN cards have an embedded microchip that cannot be copied as well as the traditional magnetic strip. As a result, you will have greater acceptance and improved fraud protection. We will migrate our existing customers to chip and PIN cards by 2015.

Mobile receipt imaging

We now offer the ability to capture and send receipts associated with your purchases using your iPhone, iPad, or Android devices.*

SMS alerts

You will be able to receive text alerts when a transaction is completed or when you near your card limit.

Cross validate general ledger fields

You will be able to create validation tables and have the ability to decide whether a general ledger code or custom field value is required in order for a cardholder to submit their expense statement.

12. How long has the applicant provided this service? How many institutions and end customers use the service?

Wells Fargo has offered our commercial card program since 1994.

We provide commercial card services to thousands of customers, including our own Wells Fargo program. Businesses and organizations across a wide variety of industries make up our portfolio and our account managers have specialized experience in helping customers manage card programs tailored to their needs.

^{*}Requires iOS version 6.1 or above or Android version 4.0 or above.

13. Provide a list of references from at least three (3) of the applicant's current, comparable governmental clients for procurement cards. Include length of time under contract, contact name and title, and telephone number.

References
Andrew Jacob City of Victoria
361-572-6724
105 W Juan Linn Victoria, TX 77901
Michael Barrera City of Corpus Christi
361-880-3169
1201 Leopard 4th Floor City Hall Corpus Christi, TX 78401

Commercial card fee schedule

The following pricing is based on an annual net purchase volume estimate of \$3,000,000 and an average transaction size of \$200. If either of these variables is not met, Wells Fargo reserves the right to amend such pricing.

One-time fees

Item	Fee
Program setup	\$3,000 - Waived

Recurring fees

Item	Fee
Program maintenance	Not Selected
New card issuance	\$25.00 - Waived
Transaction fee	Waived
Commercial Card Expense Reporting solution	\$200/per month*

^{*}Fee will be waived when the monthly purchase volume exceeds \$200,000 and the average transaction size exceeds \$200. Furthermore, Wells Fargo will waive all fees for a period of 4 months to provide you with a ramp-up period.

Miscellaneous fees*

Item	Fee	
Cash advances	2% / \$2 minimum	
Foreign currency conversion	1%/ transaction	
Card artwork	\$450 (one-time fee)	
Manual reports	\$175/per report	
Rush card delivery	\$10 per incident	
Phone re-training	\$175/per incident	
Custom file development	\$100/per hour	
Online receipt imaging	\$500 one-time implementation fee - Waived \$0.05 per page for image capture and storage during year one \$0.03 per page for image storage during years two through seven	

^{*}Applicable only if you use the service.

Additional fees

The use of other products and services in conjunction with our commercial card program may result in the following additional fees:

- If you opt to use ACH reimbursement for out-of-pocket expenses, separate ACH fees will apply.
- If you opt to use our Commercial Card Expense Reporting solution, accessed through the *Commercial Electronic Office* portal, separate access charges may apply.
- If you opt to use the AP Control solution, separate *Payment Manager* fees may apply.

Section 3 - Audited financial statements

An audited annual financial statement for the most recent fiscal period. The successful Applicant will submit an audited statement each year of the contract period.

You can find our most recent annual report at: wellsfargo.com/invest_relations/annual.

You can obtain our previous four quarterly call reports at the following site: fdic.gov/Call TFR Rpts/index.asp. Using the Wells Fargo FDIC Certificate No. 3511.

Section 4-CRA

The Applicant's latest Community Reinvestment Act "CRA" rating, noting the specific rating agency and date.

You can find our most recent Community Reinvestment Act (CRA) performance evaluation at the following link:

wellsfargo.com/about/community/wfcra/perf_evaluation

Section 5- Merger statement

A statement of public information regarding any recent or foreseen mergers or acquisitions involving the Applicant.

To the best knowledge of the Wells Fargo representatives preparing this response, there are no impending mergers or acquisitions that will materially affect our ability to provide the services requested in this RFP.

Section 6- Customer service requirements

A description of the Applicant's philosophy and approach to satisfying the City's banking and customer service requirements including:

a. What is distinctive about the Applicant's approach to customer service?

Our client's satisfaction is a measure of our success. To this end, the City's needs will be met on time, every time. Customer service issues will be directed to the City's local relationship team who will take ownership of the issue and find the appropriate channel to get it resolved. While the services offered by Wells Fargo may be spread across multiple business lines and contacts are in multiple cities and states, they are all connected by the local San Marcos team.

b. What is distinctive about the Applicant's approach to automation?

Wells Fargo has always been at the forefront of technology and automation and a leader in commercial banking as evidenced in the award-winning *CEO* portal. We use technology to personalize services and make processes easier. As the financial industry continues to move from paper to electronic, Wells Fargo will continue to innovate services and to make processes that integrate into the needs of our clients and lend to a greater client experience.

c. Is there any transition incentive offered? If so, explain.

Wells Fargo values our relationship with the City. Our response to the proposal is an opportunity, like all businesses, to re-evaluate our cost of delivering the best products and services and to adjust our prices accordingly. Wells Fargo will provide the City the following incentives:

- Comprehensive treasury management services priced competitively for the City.
- Superior service with the CEO portal. No other U.S. bank offers such a broad range of commercial banking services through a single sign-on internet portal.
- Bank supply We will provide the City with tamper resistant bags that can be used for the branch or armored car service (annual allowance of \$500.00).
- Superior Earnings Credit Rate, currently 0.45%, and savings interest rate, currently 0.10%.
- Full brokerage services for self-managed investments.
- Fraud risk assessment study A complimentary review to identify and measure any potential areas of fraud risk.
- Business process review- A complimentary review completed by our treasury management team to increase efficiencies within the finance department of the City.
- System integration team to help the City achieve desired paper reduction and automation goals.

- Free insurance review A complimentary review of all your insurance policies.
- Peace of mind with Wells Fargo as a highly rated and long-standing financial institution.

Section 7- References

A list of references from at least three (3) of the Applicant's current, municipal clients. Include length of time under contract, contact name, title, and telephone number.

References

City of Frisco Danny Collier Assistant Finance Director

972-292-5512 972-292-5587 fax dcollier@friscotexas.gov

6101 Frisco Square Frisco, Texas 75034

Four (4) years as customer

Midland Independent School District Paula O'Neil, RTSBA Director of Financial Services

432-240-1903 432-689-1917 fax paula.oneil@midlandisd.net

615 W. Missouri Avenue Midland, Texas 79701

15 years as a customer

City of Midland Pamela Simecka Director of Finance

432-685-7210 psimecka@midlandtexas.gov

300 N. Loraine Midland, Texas 79701

20 years as a customer

Section 8- Bank ratings

The most recent independent bank rating for the Applicant from an independent rating service. If not rated, provide short-term and long-term debt ratings. The Applicant will notify the City within thirty (30) calendar days of any change in this rating during the entire contract period and any future contract extensions. The Applicant will submit a statement agreeing to this condition along with the application.

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

We have one of the highest debt ratings of any financial services company, as shown in the following table.*

Wells Fargo & Company	Fitch Ratings	Moody's	Standard & Poor's	DBRS
Long-term Issuer Rating	AA-	A2	A+	AA
Short-term Issuer Rating	F1+	P-1	A-1	R-1 (middle)
Senior Unsecured	AA-	A2	A+	AA
Subordinated	A+	A3	А	AA (low)
Preferred Stock	BBB	Baa2	BBB	А
Wells Fargo Bank, N.A.	Fitch Ratings	Moody's	Standard & Poor's	DBRS
Wells Fargo Bank, N.A. Long-term Issuer Rating		Moody's Aa2		DBRS AA (high)
	Ratings		& Poor's	
Long-term Issuer Rating Short-term Issuer	Ratings AA	Aa2	& Poor's AA-	AA (high)
Long-term Issuer Rating Short-term Issuer Rating	Ratings AA F1+	Aa2 P-1	& Poor's AA- A-1+	AA (high) R-1 (high)

^{*}The information provided is found on our Investor Relations site (wellsfargo.com/invest_relations/debt) and is provided for informational purposes only. We do not guarantee the accuracy or completeness of information on or available through this site, and we are not responsible for inaccuracies or omissions in that information or for actions taken in reliance on that information. Please read Legal Disclaimers (wellsfargo.com/invest_relations/legal/) before using or relying on information on or available through this site. Potential investors in our securities should seek professional advice before they invest.

Wells Fargo agrees to notify the City within thirty (30) calendar days of any change in the above ratings during the contract period and any future contract extensions.

Section 9- Implementation timeline

A proposed timeline for implementation of the contract including the activities and direct responsibilities of the City and the successful Applicant during implementation.

The City is a current Wells Fargo customer and will not be impacted by transitioning bank accounts or treasury management services. We have included a sample implementation timeline as a reference in the event that new services are added.

Sample implementation timeline

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
<i>CEO</i> – Gather inforn	Change or	rn legal forms, t uct setup: 1 day r delete product in types of repo	/ : 3 days rts: Lead times		s the
Review and confirm services	Wells Fargo / The City				
Review and approve forms	The City				
Set up online user management: assign company ID, user IDs, initial passwords	Wells Fargo				
Set up basic reports for balance and transaction activity	Wells Fargo				
Determine resources that will provide consultative training	Wells Fargo				
Perform/participate in training	Wells Fargo / The City				
NOTE: The implement	tation time can be shorter	r (or longer), depe	ending on the pro	ducts being imple	emented.
Account opening – 1	l day lead time				
Identify all accounts to be opened	Wells Fargo / The City				
Provide subaccount locations (if applicable)	Wells Fargo				
Provide account numbers	Wells Fargo				

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes			
Provide MICR specifications	Wells Fargo							
Order deposit tickets, check stock, and other supplies	Wells Fargo / The City							
Validate setup	Wells Fargo							
ACH direct transmission – 17 days lead time								
Review and confirm services	Wells Fargo / The City							
Provide file layout specifications	Wells Fargo							
Determine transmission method and issue IDs	Wells Fargo / The City							
Issue transmission ID	Wells Fargo							
Create test file	Wells Fargo / The City							
Review format of test file	Wells Fargo							
Perform transmission testing (additional time may be needed for outbound transmission testing, such as for a returned item)	Wells Fargo / The City							
Move transmission ID into production	Wells Fargo							
Validate and finalize setup	Wells Fargo							
Note: The implementation time can be shorter (or longer), depending on transmission testing.								
ARP/Positive Pay -	30 days lead time							
Review and confirm services	Wells Fargo / The City							
Provide file layout specifications	Wells Fargo							
Issue transmission ID	Wells Fargo							
Create test file	The City							

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Perform transmission testing	Wells Fargo / The City				
Move transmission ID into production	Wells Fargo				
Validate and finalize setup	Wells Fargo				

Note: The implementation time can be shorter (or longer), depending on transmission testing. Also, adding ARP to an existing account is cycle dependent and can only be done at the beginning of a statement cycle.

Payee Validation - 30 days* lead time Review and confirm Wells Fargo / The City services Share manual review fee with The City Share key Wells Fargo implementation requirements, guidelines, and video tour Acknowledge Wells Fargo / The City understanding of requirements Request customer limits check stock order Confirm checks are ready to monitor Set up for Wells Fargo production Establish automation to Image Positive Pay Begin monitoring Wells Fargo / The City test checks Review check stock Wells Fargo / The City and monitor issue file for three weeks Wells Fargo / The City Address any issue file corrections If checks pass three Wells Fargo weeks of testing, there is no further follow up If checks fail The City testing, The City has

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
60 days to fix issues [†]					
Validate and finalize setup	Wells Fargo				

^{*}Dependent upon results of check stock monitoring.

Note: The implementation time can be shorter (or longer), depending on ARP transmission testing.

CEO ACH Fraud Filter: New setup - 3 days Change - 3 days Delete - 2 days Review and confirm Wells Fargo / The City services Attend and The City complete training Identify default The City decisions Set up service on Wells Fargo / The City ACH platform Set up optional 30-Wells Fargo day review (before considering stop

Note: This service becomes active after users complete training. The City's responsiveness will affect the implementation lead time; delays in completing training can increase the implementation timeframe.

BAI transmission – 21 days lead time

Wells Fargo

option)

Implement stop

option if needed

Review and confirm services	Wells Fargo / The City		
Provide transmission specifications	Wells Fargo		
Issue transmission ID	Wells Fargo		
Develop capacity to receive and parse BAI file and data	The City		
Perform transmission testing	Wells Fargo / The City		
Move transmission ID into production	Wells Fargo		
Validate and finalize setup	Wells Fargo		

[†]If checks still fail, the manual review fee will be assessed.

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Monitor first BAI file	Wells Fargo				
Cash Flow Analysis	– 5 days lead time*				
Review and confirm services	Wells Fargo / The City				
Complete worksheet of information required for setup of Cash Forecasting and Journal Entry modules [†]	The City				
Complete training and administrator setup	Wells Fargo / The City				
Validate setup	Wells Fargo				

^{*}This timeframe is for implementing our standard offer of Cash Positioning. The timeframe to implement other modules begins once you complete the required worksheet.

Note: The implementation time can be shorter (or longer), depending on Data Exchange dependencies, if applicable.

Controlled Disburse	Controlled Disbursement – Without an intraday transmission: 6days lead time With an intraday transmission: 30 to 40 days lead time						
Review and confirm services	Wells Fargo / The City						
Assign account numbers	Wells Fargo						
Provide MICR specifications and ARP documentation as applicable	Wells Fargo						
If transmission testing is required, testing must be completed before finalizing setup	Wells Fargo / The City						
Provide test checks	The City						
Perform check testing (MICR and image)	Wells Fargo						
Validate first live file and finalize setup	Wells Fargo						

Note: The implementation time can be shorter (or longer), depending on transmission testing. Wells Fargo cannot open the accounts until sample checks pass testing and transmission testing is complete.

[†]Set up and training may take approximately two hours per additional module.

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes		
Desktop Deposit – 7 days lead time							
Review and confirm services	Wells Fargo / The City						
Order supplies	Wells Fargo						
Complete and validate setup	Wells Fargo						
Send welcome package	Wells Fargo						
Wells Fargo Electro	nic Deposit – 84 days l	ead time					
Review and confirm services	Wells Fargo / The City						
Establish bank- defined limits	Wells Fargo						
Review and approve forms	The City						
Provide transmission specifications	Wells Fargo						
Issue transmission ID	Wells Fargo						
Send test file	The City						
Provide test results	Wells Fargo						
Move transmission ID into production	Wells Fargo						
Monitor live files	Wells Fargo						
Validate setup	Wells Fargo						
Note: The implementation time can be shorter (or longer), depending on transmission testing.							
Image File Import -	- 14 days lead time						
Review and confirm services	Wells Fargo / The City						
Provide reference guide	Wells Fargo						
Issue transmission ID	Wells Fargo						
Set up manual user access and order	Wells Fargo						

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
tokens					
Download test file and confirm connectivity and format	The City				
Send live files	Wells Fargo				
Validate and finalize setup	Wells Fargo				
Note: The implement	ation time can be shorter	(or longer), depe	nding on transmis	ssion testing.	
PayCard – 30 days I	ead time				
Review and confirm services	Wells Fargo / The City				
Provide IP address	The City				
Complete setup forms	Wells Fargo				
Complete setup on CardWiz portal	Wells Fargo – CardWiz				
Send welcome package	Wells Fargo				
Complete training	Wells Fargo / The City				
Perfect Receivables	– 10 days lead time				
Review and confirm services	Wells Fargo / The City				
Complete setup form	Wells Fargo				
Issue transmission ID	Wells Fargo				
Send outbound file	Wells Fargo				
Move transmission ID into production	Wells Fargo				
Confirm and test layout received	Wells Fargo / The City				
Coordinate production install date	Wells Fargo / The City				

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Retail Lockbox – 90	to 180 days lead time				
Review and approve specification document	The City				
Provide file layout (for transmission)	Wells Fargo				
Issue transmission ID	Wells Fargo				
Provide 100 sample remittance coupons and envelopes for testing	The City				
Provide lockbox number and live date	Wells Fargo				
Perform coupon and envelope testing	Wells Fargo				
Provide results of coupon and envelope testing	Wells Fargo				
Perform transmission testing	Wells Fargo / The City				
Move transmission ID into production	Wells Fargo				
Finalize setup	Wells Fargo				
Perform training	Wells Fargo / The City				
	ation time can be longer, document is approved, siç			, and begins after	the retail
Returned I tems – 5	days lead time				
Review and confirm services	Wells Fargo / The City				
Issue transmission IDs	Wells Fargo				
Implement instructions	Wells Fargo				
Send test file	The City				
Validate setup	Wells Fargo				

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes		
Smart Decision- 15 days lead time							
Review and confirm services	Wells Fargo / The City						
Order supplies (cash vault bag stickers)	Wells Fargo						
Implement Cash Vault services	Wells Fargo						
Request ACH IDs and complete keying	Wells Fargo						
Finalize setup	Wells Fargo						
Stagecoach Sweep®	– 2 days lead time						
Review and confirm services	Wells Fargo / The City						
Implement sweep	Wells Fargo						
Establish sweep statement access	Wells Fargo						
Validate setup	Wells Fargo						
WellsImage [®] Media	– 20 days lead time						
Review and confirm services	Wells Fargo / The City						
Provide MICR check specifications	Wells Fargo						
Provide test checks	The City						
Perform check testing (MICR and image)	Wells Fargo						
Finalize setup	Wells Fargo						
Note: The implementation time can be shorter (or longer) depending on check testing. It is also cycle dependent and can only be added at the beginning of a statement cycle if adding WellsImage Media to an existing account.							
Wholesale Lockbox	– 10 days lead time						
Review and confirm services	Wells Fargo / The City						
Provide sample invoices (for image)	The City						

rroddot	Responsibility	completion date	completion date	completion date status	No tes
Perform invoice testing	Wells Fargo				
Provide lockbox number and live date	Wells Fargo				
Finalize setup	Wells Fargo				
Perform image training	Wells Fargo / The City				
Wholesale Lockbox	with transmission – 30	to 40 days lead	d time		
Review and confirm services	Wells Fargo / The City				
Provide file layout specifications	Wells Fargo				
Provide sample invoices (for image)	The City				
Perform invoice testing	Wells Fargo				
Issue transmission ID	Wells Fargo				
Perform transmission testing	Wells Fargo / The City				
Provide lockbox number and live date	Wells Fargo				
Move transmission ID into production	Wells Fargo				
Finalize setup	Wells Fargo				
receiving deposits 10	ation time can be shorter business days after the lo ctronically until transmiss	ckbox number is	assigned; howeve		
Wholetail Lockbox -	- 40 days				
Review and confirm services; complete setup form	Wells Fargo / The City				
Provide 50 – 100 samples of remittance coupons and envelopes	The City				
Perform coupon and envelope testing	Wells Fargo				

Expected

Actual

Product

Responsibility

Notes

Expected

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
Provide results of coupon and envelope testing	Wells Fargo				
Provide lockbox number and live date	Wells Fargo				
Training	Wells Fargo / The City				
Finalize setup	Wells Fargo				

Note: The implementation lead time represents the length of time it takes to make the service available to The City once the implementation coordinator gathers all the necessary information from you and any internal sources.

Wholetail Lockbox with transmission - 40 days Review and confirm Wells Fargo / The City services: complete setup form Provide file layout Wells Fargo specifications Issue transmission Wells Fargo Provide 50 – 100 The City samples of remittance coupons and envelopes Perform coupon and Wells Fargo envelope testing Provide results of Wells Fargo coupon and envelope testing Wells Fargo / The City transmission testing Provide lockbox Wells Fargo number and live date Move transmission Wells Fargo ID into production* Finalize setup Wells Fargo Training Wells Fargo / The City

Note: The implementation time can be longer, depending on transmission testing. Lockbox can begin receiving deposits 10 business days after the lockbox number is assigned; however, we cannot provide remittance details electronically until transmission testing is complete.

^{*}The City agreement is required to move any transmission services into the production environment.

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes		
Zero Balance Account – 1 day lead time							
Review and confirm services	Wells Fargo / The City						
Implement zero balance account	Wells Fargo						
Validate first transfer	Wells Fargo						
Payment Manager®	– 14 to 42 days lead ti	me					
Review and confirm services	Wells Fargo / The City						
Determine use of manual or automation process and method of transmission	Wells Fargo / The City						
Establish automation connection	The City						
Provide user guides and coordinate training	Wells Fargo						
Develop statement of work	Wells Fargo						
Approve and sign statement of work	The City						
Validate SIT/UAT test files	Wells Fargo / The City						
Add any additional accounts	Wells Fargo						
Move services into production	Wells Fargo						
Transmit and monitor production files	Wells Fargo / The City						
Verify and finalize setup	Wells Fargo						

Note: The times for all action items can vary depending on your choice of a standard or custom format and the availability of your internal resources for development and testing.

Expected completion date* status legend

^{*}The expected completion date status is a color-coded tracking mechanism that provides a visual representation of the status of each step in the product implementation.

Section 10- Legal agreements

A sample copy of the depository's service agreement and any subsidiary agreements (even if not directly referenced or required in this RFA but required by the Applicant) which the Applicant proposes. Any changes required to those agreements will be negotiated and agreed upon before award of the depository services contract by the San Marcos City Council.

We have included sample agreements under Appendix Tab F.

Section 11 – Agreement to investment policy

The Applicant is required to review the City's current Investment Policy (Attachment "A") and certify in writing in accordance with the Public Funds Investment Act that the Applicant has sufficient controls in place to avoid transactions not authorized by the Policy. The Applicant will submit a statement agreeing to this condition with the application.

Wells Fargo agrees to comply with the City's investment policy.

Section 12- Local branches

A list of the local depository branches the Applicant wishes to use.

To assist you in determining the banking stores that can best support your depositing needs, the following proximity study shows the deposit deadlines for the banking stores closest to each of your locations.

Your location	Banking store	Deposit deadline (local time)	Distance
City of San Marcos 630 E Hopkins San Marcos, TX 78666	San Marcos Wal-Mart 1015 HWY 80 San Marcos, TX 512-353-0422	Store Mon-Fri: 7:00 p.m. ATM Mon-Fri: 9:00 p.m.	0.52 miles
City of San Marcos 630 E Hopkins San Marcos, TX 78666	Texas State University 301 Student Center San Marcos, TX 512-392-3784	Store Mon-Fri: 5:00 p.m. ATM Mon-Fri: 9:00 p.m.	0.85 miles
City of San Marcos 630 E Hopkins San Marcos, TX 78666	Downtown 123 N Edward Gary St San Marcos, TX 512-396-2525	Store Mon-Fri: 6:00 p.m. ATM Mon-Fri: 9:00 p.m.	0.96 miles

Section 13- Membership associations

A list of the Applicant's membership(s) with local professional associations and local civic involvement.

Wells Fargo Bank prides itself in community and civic involvement and thus the San Marcos location is a member of the San Marcos Chamber of Commerce and is active in the Greater San Marcos partnership. The bank financially supports many worthwhile events, projects and non-profits in the San Marcos area. Local team members are actively involved in the community including:

- Citizens Utility Advisor Board City of San Marcos
- Treasurer of Sights and Sounds
- Past President of the Rotary Club of Greater San Marcos
- Treasurer of San Marcos Rotary Club
- Past Board Member of City of San Marcos Human Services Advisory Board
- Past Member of City of San Marcos Comprehensive Master Plan Citizen Advisory Committee
- San Marcos Police Department Citizens Police Academy Alumni
- Past Treasurer of San Marcos Crime Stoppers

In addition to community involvement, Wells Fargo Bank has made large donations in the recent years including a \$100,000 donation to the Texas State University Star Park in 2014 as well as a \$275,000 donation to the Red Cross and other non-profits to benefit Hays County Citizens in Wimberley and San Marcos affected by the disastrous floods that occurred over Memorial Day weekend in 2015.

Section 14- Retention incentives

Wells Fargo values our relationship with the City. Our response to the proposal is an opportunity, like all businesses, to re-evaluate our cost of delivering the best products and services and to adjust our prices accordingly. Wells Fargo will provide the City the following incentives:

- Comprehensive treasury management services priced competitively for the City.
- Superior service with the CEO portal. No other U.S. bank offers such a broad range of commercial banking services through a single sign-on internet portal.
- Bank supply We will provide the City with tamper resistant bags that can be used for the branch or armored car service (annual allowance of \$500.00).
- Superior Earnings Credit Rate, currently 0.45%, and savings interest rate, currently 0.10%.
- Full brokerage services for self-managed investments.
- Fraud risk assessment study A complimentary review to identify and measure any potential areas of fraud risk.
- Business process review- A complimentary review completed by our treasury management team to increase efficiencies within the finance department of the City.
- System integration team to help the City achieve desired paper reduction and automation goals.
- Free insurance review A complimentary review of all your insurance policies.
- Peace of mind with Wells Fargo as a highly rated and long-standing financial institution.



Check deposit availability schedule

All checks deposited to a commercial or national bank account and received before the cutoff time posted in the store, cash vault, or any other department or office receive collected funds in accordance with the following schedule:

Collected funds

Wells Fargo Bank checks ¹	Same day
U.S. government checks	One day
Select financial institution checks ²	One day
All other checks	Two days

Collected funds are stated in business days. Collected funds on checks drawn on banks in Federal Reserve areas closed in observance of a holiday are delayed one additional day.

This schedule is subject to change without notice.



¹ Excludes Wells Fargo Bank Controlled Disbursement checks. Wells Fargo Controlled Disbursement checks receive collected funds the next business day.

² Deposited checks drawn on financial institutions located within the same time zone as the deposit location are available next business day. A business day is defined as every day except Saturday, Sunday, and federal holidays. Time zones include Eastern, Central, Mountain, Pacific, and Alaska.



Commercial / Commercial Checking / National Bank customers

Wells Fargo Electronic Deposit[™] service with Smart Decision[®] availability schedule

All Wells Fargo Electronic Deposit service items deposited to a commercial or national bank account using the Smart Decision service¹ and received before the published cutoff time of 9 p.m. Central Time receive collected funds in accordance with the following schedule:

Collected funds

Items converted to ACH				
Wells Fargo Bank checks*	Same day			
All other checks	One day			
Items not converted to ACH				
Wells Fargo Bank checks*	Same day			
U.S. government checks	One day			
All other checks	One day			

Collected funds are stated in business days. Collected funds on checks drawn on banks in Federal Reserve areas closed in observance of a holiday are delayed one additional day.

This schedule is subject to change without notice.

'The Smart Decision service is available for Wells Fargo Electronic Deposit customers and is used to convert eligible items to ACH debits. Items not eligible for ACH conversion, such as commercial checks, would be subject to the standard availability for Wells Fargo Electronic Deposit items.



^{*}Excludes Wells Fargo Bank Controlled Disbursement checks. Wells Fargo Bank Controlled Disbursement checks receive collected funds the next business day.



Wells Fargo's Public Funds Collateralization Program

Public Funds Collateral Management Group

Together we'll go far



Wells Fargo Bank, N.A...

- Maintains a public funds deposit collateralization program that is designed to comply with all applicable statutes and regulations requirements for governing public funds deposits.
- •Has no legal authority to collateralize deposits unless that action is mandated by statute .
- •Reserves the right to decline a deposit that would be noncompliant with this program.

This document sets forth the practices and procedures of Wells Fargo Bank, N.A. for collateralizing public deposits.

What are Public Deposits?

As a national banking association, Wells Fargo only has the powers granted to it under the National Bank Act. The National Bank Act establishes limits on the ability of Wells Fargo to collateralize deposits. Specifically, Wells Fargo may be (i) a depository of public deposits by federal government agencies; and (ii) a depository of public deposits of any "State or political subdivision thereof or any agency or other governmental instrumentality of one or more States or political subdivisions thereof." National banking associations may also collateralize the deposits of federally recognized Indian tribes. Accordingly, public funds accounts are those deposit accounts owned by federal government agencies, states or political subdivisions thereof, their agencies or instrumentalities or federally recognized Indian tribes.

All public funds accounts must be set up in the proper public funds product to enable collateralization and regulatory reporting.



FDIC Deposit Insurance Coverage Limits

Currently the FDIC insures the deposits of governmental accounts on a per Official Custodian basis as follows:

- The aggregate balances in demand deposit accounts are insured up to \$250,000 per Official Custodian; and
- The aggregate balances in time and savings accounts are insured up to \$250,000 per Official Custodian.

An Official Custodian is an officer, employee, or agent of a public unit having official custody of public funds and lawfully depositing the funds in an insured institution. In order to qualify as an Official Custodian, a person must have plenary authority — including control — over the funds. Control of public funds includes possession as well as the authority to establish accounts in insured depository institutions and to make deposits, withdrawals and disbursements.

FDIC Coverage Limits

http://www.fdic.gov/deposit/deposits/FactSheet.html

Regulation Addressing Official Custodian

http://fdic.gov/regulations/laws/rules/2000-5400.html#fdic2000part330.15

What types of securities are used to collateralize public funds deposits?

- •Wells Fargo will collateralize deposits by using securities that maximize the bank's liquidity while meeting all applicable requirements.
- •Wells Fargo pledges only investment grade securities to secure public funds deposits.
- •Among the securities we pledge are mortgage backed securities administered by Fannie Mae and Freddie Mac.
- •Collateral will be pledged using a market value basis unless prohibited by statute.
- •We do not pledge Alt-A or subprime loans as collateral for public funds deposits.

Intra-Day Deposits

- Collateral needs are monitored on a daily basis for all Public fund customers.
- •Collateral needs are met based on the prior day close of business.
- •Same day collateral request may be accommodated upon notification of an incoming deposit.
- •Notification of same day request must be received by 9:30 AM PST/12:30 PM EST. If pledged at BNYM cutoff times are 10:30AM PST/1:30 PM EST. Request received after this time will be processed the next business day.
- •These requests are applicable only to customers with established custody accounts.
- •Request can be submitted via email and must include the following:
 - Entity Name
 - Contact & phone number
 - Date & amount of deposit

Account Number if available

Custody Agents

- •The custody agent holds all collateral pledged in a segregated account, for the benefit of all public bodies whose funds are secured by bank assets.
- •The collateral is held in a "custodial" account controlled by the custodian pursuant to a tri-party agreement between Wells Fargo Bank, N.A., the Public fund customer and the custodian.
- •Wells Fargo's primary custody agent is Bank of New York Mellon (BNYM) or Bank of New York Mellon Trust, N.A. where required.
- •BNYM will provide access via the internet to price reports as of any business day within 10 years. INFORM price reports are considered official documentation of BNYM.

- •A Tri-Party Depository Agreement with the custodian will be executed.
- •Once executed, the agreement will be presented to the Loan Committee of the Board of Directors for approval, meeting compliance with FIRREA.
- •Approval will be provided in accordance with our normal practices on a quarterly basis.

Wells Fargo...

- •Designed a collateralization program to satisfy all applicable statutes and regulations governing public funds deposits.
- •Monitors, collateralizes and reports public funds deposits daily.
- •Obtains market values from established third-party services that provide valuation services to many market participants daily.
- •Calculates the value of pledged collateral using a market value basis unless applicable law requires a different method.
- •Enjoys a reputation for strength, security and doing what's right for the customer.

GIB Public Funds Collateral Management team is committed to work hard to know you, listen to you and provide seamless collateralization of your public funds deposits.

GIB Public Funds Collateral Management Group Contacts - West

States: AK, AR, AZ, CA, CO, HI, IA, ID, IL, IN, KS, LA, MI, MN, MO, MT, ND, NE, NM, NV,OH, OR, SD, TX, UT, WA,WI, & WY

Mailing Address: Wells Fargo Bank, N.A.

333 Market Street, 15th Floor

MAC A0109-150

San Francisco, CA 94105

Attn: Sheila Lynch, Vice President

Fax Number: (866) 686-5441

Email Address: PublicFundsCollateral@wellsfargo.com

Toll Free Number: (877) 479-6603

Sheila Lynch, Vice President (415) 371-3278

Tatiana Dayers, Analyst (415) 371-3276

Jeana Nguyen, Analyst (415) 371-3277

David Ceballos, Analyst (415) 371-3273

GIB Public Funds Collateral Management Group Contacts - East

States: AL, CT, DC, DE, FL, GA, KY, MA, MD, ME, MS, NC, NH, NJ, NY, PA, RI, SC, TN, VA, VT & WV

Mailing Address: Wells Fargo Bank, N.A.

Customer Information Center 1525 West. W.T. Harris Blvd Building 3, 4th Floor (3East)

MAC D1115-04B Charlotte, NC 28262-0675

Attn: Gladys Rosario, Vice President

Toll Free Number: (877) 479-6603

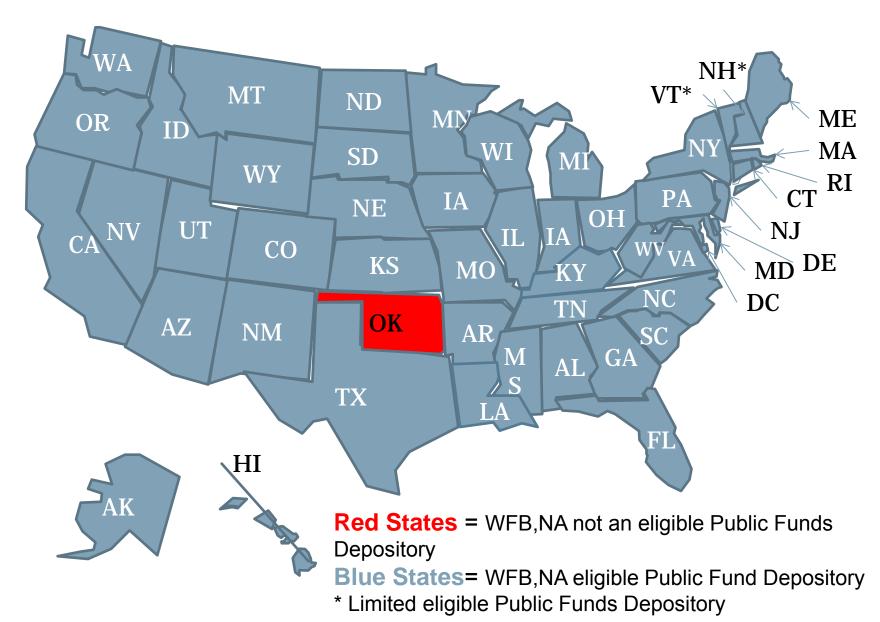
Fax Number: (704) 427-5560

Email Address: <u>tmo.public.funds@wellsfargo.com</u>

Gladys Rosario Vice President (704) 427-5029

Juanele Trusty Analyst (704) 427-5083 Gail Wood Analyst (704) 427-5076

Wells Fargo Bank, N.A. Public Funds Depository Footprint



<u>Customer Name</u> ("Depositor") has selected **WELLS FARGO BANK**, **NATIONAL ASSOCIATION** ("Bank") as a depository for certain of its funds and Bank has agreed to act as the depository for those funds in accordance with applicable laws, which require that Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation ("FDIC"), by pledging securities ("Eligible Securities") of any type (including, without limitation, surety bonds and investment securities) permitted by the applicable provisions of **Texas** law in effect from time to time (the "Governing Statutes"). **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.** ("Custodian") has agreed to hold the pledged securities in safekeeping pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, Depositor, Bank and Custodian agree as follows:

- 1. Grant of Security Interest; Instructions Regarding Collateral. (a) Bank hereby grants to Depositor a security interest in all Eligible Securities transferred to a collateral account (the "Collateral Account") established pursuant to this agreement (the "Collateral"). Custodian agrees to serve as collateral agent for Depositor, pursuant to the terms of this Agreement. For the avoidance of doubt, Custodian acknowledges and agrees that it does not have and will not acquire or assert at any time in the future, and hereby expressly waives, any lien upon, security interest in, setoff right or other right to charge the Collateral held in the collateral account for any obligation owed to Custodian by Bank or Depositor. Until Depositor has the right to compel sale of the Collateral under Section 7 hereof, Custodian may act in accordance with the instructions of Bank, including, without limitation, the right of Bank to unilaterally substitute Eligible Securities for the Collateral in accordance with Section 3 hereof. Addendum "A" contains the names and specimen signatures of individuals authorized to act on behalf of Depositor, and Addendum "B" contains the names and specimen signatures of individuals authorized to act on behalf of Bank. Either Depositor or Bank may add or remove authorized representatives without the consent of the other at any time by providing Custodian with a replacement addendum, duly executed by an authorized individual. In no event shall the Custodian be responsible for determining whether the pledged securities are "Eligible Securities".
- (b) Bank, Depositor and Custodian agree that all Collateral delivered to or received by Custodian for deposit in the Collateral Account may be in the form of credits to the accounts of Custodian at a Securities Depository or by delivery to Custodian of physical certificates in a form suitable for transfer to Custodian or with an assignment in blank. Bank and Depositor hereby authorize Custodian to utilize such Securities Depositories and to hold such physical securities or any combination thereof in connection with its performance hereunder. Collateral credited to the Collateral Account and deposited in the Securities Depositories will be held, by book-entry notation, in accounts that include only assets held by Custodian or its agent(s) for third parties, including but not limited to accounts in which assets are held in a fiduciary, agency or representative capacity. Collateral that is not held in the Securities Depositories will be held in Custodian's vault and physically segregated from securities and other non-cash property belonging to Custodian. As used herein, the term "Securities Depository" or "Securities Depositories" shall mean the Treasury/Reserve Automated Debt Entry System maintained at The Federal Reserve Bank of New York for receiving and delivering securities, The Depository Trust Company and any other clearing corporation within the meaning of Section 8-102 of the Uniform Commercial Code, as in effect from time to time.
- 2. Amount of Collateral. The aggregate market value of Collateral held by Custodian at all times during the term of this Agreement must be in an amount not less than **one hundred percent (100%)** of (a) the amount of the collected funds on deposit, increased by (b) the amount of accrued but uncredited interest, (c) reduced by that portion of the funds insured by the FDIC. Such amount is hereinafter called the "Required Collateral Value". In no event shall the Custodian be responsible for determining whether the Collateral Account contains the Required Collateral Value.
- 3. Substitutions and Withdrawals of Collateral. If the aggregate market value of Collateral held by Custodian at any time exceeds the Required Collateral Value, Bank may unilaterally withdraw any excess Collateral by providing Custodian with a withdrawal notice signed by an authorized representative of Bank, provided that after the withdrawal of any such excess Collateral, the remaining Collateral equals or exceeds the Required Collateral Value. Additionally, Bank may unilaterally substitute Eligible Securities for any of the Collateral held by Custodian at any time by providing Custodian with a substitution notice signed by an authorized representative of Bank, provided that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value. If Bank elects to require Depositor's written consent on a notice in connection with any withdrawal or substitution which complies with this Section 3, Depositor agrees to provide it promptly upon Bank's request. Custodian shall be entitled to rely on, and Bank and Depositor agree to hold Custodian harmless from, any actions taken pursuant to, and consistent with, the instructions given in a withdrawal or substitution notice under this Section 3, whether unilateral or not.

- **4.** <u>Bank's Obligations.</u> Bank shall perform all of the duties and obligations required of a depository under applicable law with respect to collateralization of the funds of Depositor on deposit with Bank, including the duties and obligations required under the Governing Statutes. At the expiration of the term of this Agreement, Bank shall turn over to any successor depository designated by Depositor all funds held by Bank as depository. Bank will furnish to Depositor a monthly statement listing a description of the Collateral. The statement will specify the par value, market value, and maturity date of each component of the Collateral. Upon request, Bank shall provide to Depositor a copy of Bank's most recent publicly available quarterly or annual financial statement.
- 5. <u>Custodian's Obligations</u>. (a) Custodian shall perform the duties and obligations required of Custodian hereunder, in accordance with the provisions of the Governing Statutes. Upon transfer by Custodian of Eligible Securities to the Collateral Account, including Eligible Securities substituted for other Collateral, Custodian shall promptly identify such Eligible Securities on its books and records as being Collateral held pursuant to this Agreement, and shall promptly issue and deliver to each of Bank and Depositor a duplicate receipt for such Collateral. For the avoidance of doubt, it is understood and agreed that such receipts may be combined to identify more than one transaction on any one business day and Custodian shall not be required to issue more than one such receipt to Bank and Depositor on any business day. Bank and Depositor agree that they shall promptly review all receipts delivered to them by Custodian and shall promptly advise Custodian of any error, omission or inaccuracy in such receipts. In the event that Custodian receives such an advice, Custodian shall promptly undertake to correct any errors, failures or omissions, provided that Custodian determines in its sole discretion that such error, failure or omission actually occurred and shall notify Bank and Depositor of its action concerning each such error, failure, or omission.
- Depositor agrees that, with respect to all securities held in the Collateral Account, Custodian by (b) itself, or through the use of the appropriate Securities Depository, shall, unless otherwise instructed to the contrary by Bank or as provided in Section 7 hereof: (i) collect all payments reflecting interest and principal on the securities in the Collateral Account; (ii) forward to Bank copies of all information or documents that it may receive from an issuer of securities which, in the opinion of Custodian, is intended for the beneficial owner of the securities including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any securities held by Custodian hereunder; and (v) upon receipt of written instructions from Bank, Custodian will exchange securities held hereunder for other securities and/or cash in connection with (A) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (B) any exercise, subscription, purchase or other similar rights; provided, however, such exchanged securities shall continue to be held by Custodian hereunder for the benefit of Depositor if such exchanged securities constitute Collateral. Upon receipt of payments reflecting principal and interest or dividends on the securities in the Collateral Account, Custodian shall transfer to Bank such principal and interest or dividend payments (either by credit to Bank's custody account at Custodian or otherwise).
- (c) Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss or damage arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by any Securities Depository, provided, however, that such loss or damage is not caused by the negligence or willful misconduct of Custodian. In no event shall Custodian be liable to Depositor, Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement. Both Depositor, to the extent permitted by law, and Bank agree to indemnify Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which Custodian may sustain or incur with respect to any third party claim or which may be asserted by a third party against Custodian by reason of or as a result of any action taken or omitted by Custodian in connection with operating under this Agreement, except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of Custodian or any of its employees or duly appointed agents. This indemnity shall be a continuing obligation of Depositor and Bank notwithstanding the termination of this Agreement.
- (d) Custodian may, with respect to questions of law specifically regarding the Collateral Account, obtain the advice of reputable legal counsel and shall be fully protected with respect to anything done or omitted by it reasonably and in good faith and without negligence, willful misconduct, bad faith or fraud in conformity with such advice, provided, however, that nothing contained in this paragraph (d) shall be deemed to relieve Custodian of any of its obligations pursuant to any other provision of this Agreement.

- (e) Custodian shall not be responsible for, or considered to be custodian of, any securities received by it for deposit in the Collateral Account until Custodian actually receives and collects such securities directly or by the final crediting of Custodian's account on the books of the appropriate Securities Depository. Custodian will be entitled to reverse any provisional credits to the Collateral Account that were made in anticipation of the receipt of securities or cash which were not subsequently received by Custodian.
- (f) Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against Custodian in connection with this Agreement.
- (g) In performing hereunder, Custodian may enter into subcontracts, agreements and understandings with third parties whenever and on such terms and conditions as it deems necessary or appropriate and which are consistent with applicable law. If any of such subcontracts, agreements, or understandings with third parties are for the deposit of Eligible Collateral for the benefit of Depositor, (i) such third party will qualify as a "permitted institution" pursuant to the Texas Public Funds Collateral Act, (ii) Custodian shall cause such third party to provide records to Custodian evidencing the deposit of Eligible Collateral with such third party, and (iii) records of the third party relating to such Eligible Collateral will at all times state the name of Custodian. No such subcontract, agreement or understanding shall discharge Custodian from its obligations hereunder.
- **6.** <u>Custodian's Reliance on Pricing Services</u>. The Custodian is authorized to utilize one or more generally recognized pricing information services (including brokers and dealers of securities) in order to provide market values hereunder, and Bank and Depositor agree that Custodian shall not be liable for any loss, damage, expense, liability or claim (including attorneys' fees) incurred as a result of errors or omissions of any such pricing information service, broker or dealer.
- 7. <u>Default and Remedies</u>. If Bank defaults in performing its obligations under Section 4 above, or if Bank is declared insolvent, or if a receiver is appointed for Bank, Depositor may, after providing Bank at least three (3) business days prior written notice and opportunity to cure the default, and, if Bank fails to cure the default within such (3) business day period, instruct Custodian to transfer the Collateral or any part thereof to a broker-dealer for disposition in accordance with Depositor's instructions at a public or private sale. The proceeds of any such sale shall be applied to satisfy any indebtedness owed by Bank to Depositor, and any excess proceeds shall be returned to Bank. Depositor will also have any other remedies available under applicable law. The Custodian shall be entitled to rely on and shall be held harmless from acts taken in accordance with such instructions from Depositor.
- **8.** <u>Termination of Agreement</u>. Any party to this Agreement may terminate this Agreement by giving thirty (30) days prior written notice of termination to the other parties.
- 9. <u>Applicable Law; Other Agreements</u>. This Agreement is governed by the laws of the **State of Texas**. All deposit accounts of Depositor will be subject to Bank's Commercial Account Agreement, Business Account Agreement, or other applicable deposit account agreement, as in effect from time to time.
- 10. <u>Force Majeure</u>. Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action; provided however, that Custodian shall use its best efforts to resume normal performance as soon as practicable under the circumstances.
- 11. <u>Jury Trial Waiver</u>. EACH OF BANK, DEPOSITOR AND CUSTODIAN HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.
- 12. <u>Miscellaneous</u>. The headings in this agreement are for convenience of reference only and should not be used in interpreting this Agreement. If any provision of this agreement is illegal or unenforceable under applicable law, that provision should be deemed reformed so as to be enforceable to the extent permitted by applicable law, or if that is not possible, then this Agreement should be read as if that provision was never a part of it, and the remainder of the Agreement will be enforceable. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS OF THE PARTIES. Notices given under this Agreement must be addressed as set forth below the

signature of each party, and will be effective upon actual receipt by the addressee or upon refusal of delivery during the normal business hours of the addressee. To the extent that in any jurisdiction any party may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, each party irrevocably agrees, to the extent permitted by law, not to claim, and it hereby waives, such immunity in connection with this Agreement.

Date of Agre	eement:, 20			
DEPOSITO	R: (Customer Name)	(CUSTODIAN	N: THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
Signature: Print Name:			Signature: Print Name:	
Title:			Title:	
Address:			Address:	1 Wall Street, Attn: BDS – Coll Mgr SFL New York, NY 10286
BANK: WE	LLS FARGO BANK, NATIONAL ASS	OCIATI	ION	
Signature: Print Name:	Sheila Lynch	_		
Title:	Vice President 333 Market Street St.15 th Floor, MAC: A0109-150			
Address:	San Francisco, CA 94105	_ "		

DepPldgAgmt-TX-BNY-2006(0519)

ADDENDUM "A"

(Authorized Officers of Depositor)

One signature of any of the following authorized officers of Depositor is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement. **Individual who signs page 4 must also sign below.**

1.	Print Name:	Signature:	
	Email:	Phone:	
	Elliali.		
		Fax:	
	Print		
2.	Name:	Signature:	
	Email:	Phone:	
		Fax:	
	Print		
3.	Name:	Signature:	
	Email:	Phone:	Г
		Fax:	
	Print		
4.	Name:	Signature:	
	Email:	Phone:	
		Fax:	

<u>Customer Name</u> ("Depositor") has selected **WELLS FARGO BANK**, **NATIONAL ASSOCIATION** ("Bank") as a depository for certain of its funds and Bank has agreed to act as the depository for those funds in accordance with applicable laws, which require that Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation ("FDIC"), by pledging securities ("Eligible Securities") of any type (including, without limitation, surety bonds and investment securities) permitted by the applicable provisions of **Texas** law in effect from time to time (the "Governing Statutes"). **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.** ("Custodian") has agreed to hold the pledged securities in safekeeping pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, Depositor, Bank and Custodian agree as follows:

- 1. Grant of Security Interest; Instructions Regarding Collateral. (a) Bank hereby grants to Depositor a security interest in all Eligible Securities transferred to a collateral account (the "Collateral Account") established pursuant to this agreement (the "Collateral"). Custodian agrees to serve as collateral agent for Depositor, pursuant to the terms of this Agreement. For the avoidance of doubt, Custodian acknowledges and agrees that it does not have and will not acquire or assert at any time in the future, and hereby expressly waives, any lien upon, security interest in, setoff right or other right to charge the Collateral held in the collateral account for any obligation owed to Custodian by Bank or Depositor. Until Depositor has the right to compel sale of the Collateral under Section 7 hereof, Custodian may act in accordance with the instructions of Bank, including, without limitation, the right of Bank to unilaterally substitute Eligible Securities for the Collateral in accordance with Section 3 hereof. Addendum "A" contains the names and specimen signatures of individuals authorized to act on behalf of Depositor, and Addendum "B" contains the names and specimen signatures of individuals authorized to act on behalf of Bank. Either Depositor or Bank may add or remove authorized representatives without the consent of the other at any time by providing Custodian with a replacement addendum, duly executed by an authorized individual. In no event shall the Custodian be responsible for determining whether the pledged securities are "Eligible Securities".
- (b) Bank, Depositor and Custodian agree that all Collateral delivered to or received by Custodian for deposit in the Collateral Account may be in the form of credits to the accounts of Custodian at a Securities Depository or by delivery to Custodian of physical certificates in a form suitable for transfer to Custodian or with an assignment in blank. Bank and Depositor hereby authorize Custodian to utilize such Securities Depositories and to hold such physical securities or any combination thereof in connection with its performance hereunder. Collateral credited to the Collateral Account and deposited in the Securities Depositories will be held, by book-entry notation, in accounts that include only assets held by Custodian or its agent(s) for third parties, including but not limited to accounts in which assets are held in a fiduciary, agency or representative capacity. Collateral that is not held in the Securities Depositories will be held in Custodian's vault and physically segregated from securities and other non-cash property belonging to Custodian. As used herein, the term "Securities Depository" or "Securities Depositories" shall mean the Treasury/Reserve Automated Debt Entry System maintained at The Federal Reserve Bank of New York for receiving and delivering securities, The Depository Trust Company and any other clearing corporation within the meaning of Section 8-102 of the Uniform Commercial Code, as in effect from time to time.
- 2. Amount of Collateral. The aggregate market value of Collateral held by Custodian at all times during the term of this Agreement must be in an amount not less than **one hundred percent (100%)** of (a) the amount of the collected funds on deposit, increased by (b) the amount of accrued but uncredited interest, (c) reduced by that portion of the funds insured by the FDIC. Such amount is hereinafter called the "Required Collateral Value". In no event shall the Custodian be responsible for determining whether the Collateral Account contains the Required Collateral Value.
- 3. <u>Substitutions and Withdrawals of Collateral</u>. If the aggregate market value of Collateral held by Custodian at any time exceeds the Required Collateral Value, Bank may unilaterally withdraw any excess Collateral by providing Custodian with a withdrawal notice signed by an authorized representative of Bank, provided that after the withdrawal of any such excess Collateral, the remaining Collateral equals or exceeds the Required Collateral Value. Additionally, Bank may unilaterally substitute Eligible Securities for any of the Collateral held by Custodian at any time by providing Custodian with a substitution notice signed by an authorized representative of Bank, provided that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value. If Bank elects to require Depositor's written consent on a notice in connection with any withdrawal or substitution which complies with this Section 3, Depositor agrees to provide it promptly upon Bank's request. Custodian shall be entitled to rely on, and Bank and Depositor agree to hold Custodian harmless from, any actions taken pursuant to, and consistent with, the instructions given in a withdrawal or substitution notice under this Section 3, whether unilateral or not.

- **4.** <u>Bank's Obligations</u>. Bank shall perform all of the duties and obligations required of a depository under applicable law with respect to collateralization of the funds of Depositor on deposit with Bank, including the duties and obligations required under the Governing Statutes. At the expiration of the term of this Agreement, Bank shall turn over to any successor depository designated by Depositor all funds held by Bank as depository. Bank will furnish to Depositor a monthly statement listing a description of the Collateral. The statement will specify the par value, market value, and maturity date of each component of the Collateral. Upon request, Bank shall provide to Depositor a copy of Bank's most recent publicly available quarterly or annual financial statement.
- 5. <u>Custodian's Obligations</u>. (a) Custodian shall perform the duties and obligations required of Custodian hereunder, in accordance with the provisions of the Governing Statutes. Upon transfer by Custodian of Eligible Securities to the Collateral Account, including Eligible Securities substituted for other Collateral, Custodian shall promptly identify such Eligible Securities on its books and records as being Collateral held pursuant to this Agreement, and shall promptly issue and deliver to each of Bank and Depositor a duplicate receipt for such Collateral. For the avoidance of doubt, it is understood and agreed that such receipts may be combined to identify more than one transaction on any one business day and Custodian shall not be required to issue more than one such receipt to Bank and Depositor on any business day. Bank and Depositor agree that they shall promptly review all receipts delivered to them by Custodian and shall promptly advise Custodian of any error, omission or inaccuracy in such receipts. In the event that Custodian receives such an advice, Custodian shall promptly undertake to correct any errors, failures or omissions, provided that Custodian determines in its sole discretion that such error, failure or omission actually occurred and shall notify Bank and Depositor of its action concerning each such error, failure, or omission.
- Depositor agrees that, with respect to all securities held in the Collateral Account, Custodian by (b) itself, or through the use of the appropriate Securities Depository, shall, unless otherwise instructed to the contrary by Bank or as provided in Section 7 hereof: (i) collect all payments reflecting interest and principal on the securities in the Collateral Account; (ii) forward to Bank copies of all information or documents that it may receive from an issuer of securities which, in the opinion of Custodian, is intended for the beneficial owner of the securities including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any securities held by Custodian hereunder; and (v) upon receipt of written instructions from Bank, Custodian will exchange securities held hereunder for other securities and/or cash in connection with (A) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (B) any exercise, subscription, purchase or other similar rights; provided, however, such exchanged securities shall continue to be held by Custodian hereunder for the benefit of Depositor if such exchanged securities constitute Collateral. Upon receipt of payments reflecting principal and interest or dividends on the securities in the Collateral Account, Custodian shall transfer to Bank such principal and interest or dividend payments (either by credit to Bank's custody account at Custodian or otherwise).
- (c) Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss or damage arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by any Securities Depository, provided, however, that such loss or damage is not caused by the negligence or willful misconduct of Custodian. In no event shall Custodian be liable to Depositor, Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement. Both Depositor, to the extent permitted by law, and Bank agree to indemnify Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which Custodian may sustain or incur with respect to any third party claim or which may be asserted by a third party against Custodian by reason of or as a result of any action taken or omitted by Custodian in connection with operating under this Agreement, except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of Custodian or any of its employees or duly appointed agents. This indemnity shall be a continuing obligation of Depositor and Bank notwithstanding the termination of this Agreement.
- (d) Custodian may, with respect to questions of law specifically regarding the Collateral Account, obtain the advice of reputable legal counsel and shall be fully protected with respect to anything done or omitted by it reasonably and in good faith and without negligence, willful misconduct, bad faith or fraud in conformity with such advice, provided, however, that nothing contained in this paragraph (d) shall be deemed to relieve Custodian of any of its obligations pursuant to any other provision of this Agreement.

- (e) Custodian shall not be responsible for, or considered to be custodian of, any securities received by it for deposit in the Collateral Account until Custodian actually receives and collects such securities directly or by the final crediting of Custodian's account on the books of the appropriate Securities Depository. Custodian will be entitled to reverse any provisional credits to the Collateral Account that were made in anticipation of the receipt of securities or cash which were not subsequently received by Custodian.
- (f) Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against Custodian in connection with this Agreement.
- (g) In performing hereunder, Custodian may enter into subcontracts, agreements and understandings with third parties whenever and on such terms and conditions as it deems necessary or appropriate and which are consistent with applicable law. If any of such subcontracts, agreements, or understandings with third parties are for the deposit of Eligible Collateral for the benefit of Depositor, (i) such third party will qualify as a "permitted institution" pursuant to the Texas Public Funds Collateral Act, (ii) Custodian shall cause such third party to provide records to Custodian evidencing the deposit of Eligible Collateral with such third party, and (iii) records of the third party relating to such Eligible Collateral will at all times state the name of Custodian. No such subcontract, agreement or understanding shall discharge Custodian from its obligations hereunder.
- **6.** <u>Custodian's Reliance on Pricing Services</u>. The Custodian is authorized to utilize one or more generally recognized pricing information services (including brokers and dealers of securities) in order to provide market values hereunder, and Bank and Depositor agree that Custodian shall not be liable for any loss, damage, expense, liability or claim (including attorneys' fees) incurred as a result of errors or omissions of any such pricing information service, broker or dealer.
- 7. <u>Default and Remedies</u>. If Bank defaults in performing its obligations under Section 4 above, or if Bank is declared insolvent, or if a receiver is appointed for Bank, Depositor may, after providing Bank at least three (3) business days prior written notice and opportunity to cure the default, and, if Bank fails to cure the default within such (3) business day period, instruct Custodian to transfer the Collateral or any part thereof to a broker-dealer for disposition in accordance with Depositor's instructions at a public or private sale. The proceeds of any such sale shall be applied to satisfy any indebtedness owed by Bank to Depositor, and any excess proceeds shall be returned to Bank. Depositor will also have any other remedies available under applicable law. The Custodian shall be entitled to rely on and shall be held harmless from acts taken in accordance with such instructions from Depositor.
- **8.** <u>Termination of Agreement</u>. Any party to this Agreement may terminate this Agreement by giving thirty (30) days prior written notice of termination to the other parties.
- 9. <u>Applicable Law; Other Agreements</u>. This Agreement is governed by the laws of the **State of Texas**. All deposit accounts of Depositor will be subject to Bank's Commercial Account Agreement, Business Account Agreement, or other applicable deposit account agreement, as in effect from time to time.
- 10. <u>Force Majeure</u>. Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action; provided however, that Custodian shall use its best efforts to resume normal performance as soon as practicable under the circumstances.
- 11. <u>Jury Trial Waiver</u>. EACH OF BANK, DEPOSITOR AND CUSTODIAN HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.
- 12. <u>Miscellaneous</u>. The headings in this agreement are for convenience of reference only and should not be used in interpreting this Agreement. If any provision of this agreement is illegal or unenforceable under applicable law, that provision should be deemed reformed so as to be enforceable to the extent permitted by applicable law, or if that is not possible, then this Agreement should be read as if that provision was never a part of it, and the remainder of the Agreement will be enforceable. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS OF THE PARTIES. Notices given under this Agreement must be addressed as set forth below the

signature of each party, and will be effective upon actual receipt by the addressee or upon refusal of delivery during the normal business hours of the addressee. To the extent that in any jurisdiction any party may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, each party irrevocably agrees, to the extent permitted by law, not to claim, and it hereby waives, such immunity in connection with this Agreement.

Date of Agr	eement:, 20_	<u>.</u>	
DEPOSITO	R: (Customer Name)	CUSTO	DIAN: THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
Signature: Print Name:		Signatu Print Name:	
Title:		Title:	
Address:		_ Addres	1 Wall Street, Attn: BDS – Coll Mgr SFL New York, NY 10286
BANK: WE	LLS FARGO BANK, NATIONAL ASS	OCIATION	
Signature: Print Name:	Sheila Lynch	_	
Title:	Vice President 333 Market Street St.15 th Floor, MAC: A0109-150	-	
Address:	San Francisco, CA 94105		

DepPldgAgmt-TX-BNY-2006(0519)

ADDENDUM "A"

(Authorized Officers of Depositor)

One signature of any of the following authorized officers of Depositor is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement. **Individual who signs page 4 must also sign below**.

	Print		
1.	Name:	Signature:	
	Email:	Phone:	
		Fax:	
	Print		
2.	Name:	Signature:	
	Email:	Phone:	
		Fax:	
	Print		
3.	Name:	Signature:	
	Email:	Phone:	
		Fax:	
	Print		
4.	Name:	Signature:	
	Email:	Phone:	
		Fax:	

<u>Customer Name</u> ("Depositor") has selected **WELLS FARGO BANK**, **NATIONAL ASSOCIATION** ("Bank") as a depository for certain of its funds and Bank has agreed to act as the depository for those funds in accordance with applicable laws, which require that Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation ("FDIC"), by pledging securities ("Eligible Securities") of any type (including, without limitation, surety bonds and investment securities) permitted by the applicable provisions of **Texas** law in effect from time to time (the "Governing Statutes"). **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.** ("Custodian") has agreed to hold the pledged securities in safekeeping pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, Depositor, Bank and Custodian agree as follows:

- 1. Grant of Security Interest; Instructions Regarding Collateral. (a) Bank hereby grants to Depositor a security interest in all Eligible Securities transferred to a collateral account (the "Collateral Account") established pursuant to this agreement (the "Collateral"). Custodian agrees to serve as collateral agent for Depositor, pursuant to the terms of this Agreement. For the avoidance of doubt, Custodian acknowledges and agrees that it does not have and will not acquire or assert at any time in the future, and hereby expressly waives, any lien upon, security interest in, setoff right or other right to charge the Collateral held in the collateral account for any obligation owed to Custodian by Bank or Depositor. Until Depositor has the right to compel sale of the Collateral under Section 7 hereof, Custodian may act in accordance with the instructions of Bank, including, without limitation, the right of Bank to unilaterally substitute Eligible Securities for the Collateral in accordance with Section 3 hereof. Addendum "A" contains the names and specimen signatures of individuals authorized to act on behalf of Depositor, and Addendum "B" contains the names and specimen signatures of individuals authorized to act on behalf of Bank. Either Depositor or Bank may add or remove authorized representatives without the consent of the other at any time by providing Custodian with a replacement addendum, duly executed by an authorized individual. In no event shall the Custodian be responsible for determining whether the pledged securities are "Eligible Securities".
- (b) Bank, Depositor and Custodian agree that all Collateral delivered to or received by Custodian for deposit in the Collateral Account may be in the form of credits to the accounts of Custodian at a Securities Depository or by delivery to Custodian of physical certificates in a form suitable for transfer to Custodian or with an assignment in blank. Bank and Depositor hereby authorize Custodian to utilize such Securities Depositories and to hold such physical securities or any combination thereof in connection with its performance hereunder. Collateral credited to the Collateral Account and deposited in the Securities Depositories will be held, by book-entry notation, in accounts that include only assets held by Custodian or its agent(s) for third parties, including but not limited to accounts in which assets are held in a fiduciary, agency or representative capacity. Collateral that is not held in the Securities Depositories will be held in Custodian's vault and physically segregated from securities and other non-cash property belonging to Custodian. As used herein, the term "Securities Depository" or "Securities Depositories" shall mean the Treasury/Reserve Automated Debt Entry System maintained at The Federal Reserve Bank of New York for receiving and delivering securities, The Depository Trust Company and any other clearing corporation within the meaning of Section 8-102 of the Uniform Commercial Code, as in effect from time to time.
- 2. Amount of Collateral. The aggregate market value of Collateral held by Custodian at all times during the term of this Agreement must be in an amount not less than **one hundred percent (100%)** of (a) the amount of the collected funds on deposit, increased by (b) the amount of accrued but uncredited interest, (c) reduced by that portion of the funds insured by the FDIC. Such amount is hereinafter called the "Required Collateral Value". In no event shall the Custodian be responsible for determining whether the Collateral Account contains the Required Collateral Value.
- 3. <u>Substitutions and Withdrawals of Collateral</u>. If the aggregate market value of Collateral held by Custodian at any time exceeds the Required Collateral Value, Bank may unilaterally withdraw any excess Collateral by providing Custodian with a withdrawal notice signed by an authorized representative of Bank, provided that after the withdrawal of any such excess Collateral, the remaining Collateral equals or exceeds the Required Collateral Value. Additionally, Bank may unilaterally substitute Eligible Securities for any of the Collateral held by Custodian at any time by providing Custodian with a substitution notice signed by an authorized representative of Bank, provided that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value. If Bank elects to require Depositor's written consent on a notice in connection with any withdrawal or substitution which complies with this Section 3, Depositor agrees to provide it promptly upon Bank's request. Custodian shall be entitled to rely on, and Bank and Depositor agree to hold Custodian harmless from, any actions taken pursuant to, and consistent with, the instructions given in a withdrawal or substitution notice under this Section 3, whether unilateral or not.

- 4. <u>Bank's Obligations</u>. Bank shall perform all of the duties and obligations required of a depository under applicable law with respect to collateralization of the funds of Depositor on deposit with Bank, including the duties and obligations required under the Governing Statutes. At the expiration of the term of this Agreement, Bank shall turn over to any successor depository designated by Depositor all funds held by Bank as depository. Bank will furnish to Depositor a monthly statement listing a description of the Collateral. The statement will specify the par value, market value, and maturity date of each component of the Collateral. Upon request, Bank shall provide to Depositor a copy of Bank's most recent publicly available quarterly or annual financial statement.
- 5. <u>Custodian's Obligations</u>. (a) Custodian shall perform the duties and obligations required of Custodian hereunder, in accordance with the provisions of the Governing Statutes. Upon transfer by Custodian of Eligible Securities to the Collateral Account, including Eligible Securities substituted for other Collateral, Custodian shall promptly identify such Eligible Securities on its books and records as being Collateral held pursuant to this Agreement, and shall promptly issue and deliver to each of Bank and Depositor a duplicate receipt for such Collateral. For the avoidance of doubt, it is understood and agreed that such receipts may be combined to identify more than one transaction on any one business day and Custodian shall not be required to issue more than one such receipt to Bank and Depositor on any business day. Bank and Depositor agree that they shall promptly review all receipts delivered to them by Custodian and shall promptly advise Custodian of any error, omission or inaccuracy in such receipts. In the event that Custodian receives such an advice, Custodian shall promptly undertake to correct any errors, failures or omissions, provided that Custodian determines in its sole discretion that such error, failure or omission actually occurred and shall notify Bank and Depositor of its action concerning each such error, failure, or omission.
- Depositor agrees that, with respect to all securities held in the Collateral Account, Custodian by (b) itself, or through the use of the appropriate Securities Depository, shall, unless otherwise instructed to the contrary by Bank or as provided in Section 7 hereof: (i) collect all payments reflecting interest and principal on the securities in the Collateral Account; (ii) forward to Bank copies of all information or documents that it may receive from an issuer of securities which, in the opinion of Custodian, is intended for the beneficial owner of the securities including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any securities held by Custodian hereunder; and (v) upon receipt of written instructions from Bank, Custodian will exchange securities held hereunder for other securities and/or cash in connection with (A) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (B) any exercise, subscription, purchase or other similar rights; provided, however, such exchanged securities shall continue to be held by Custodian hereunder for the benefit of Depositor if such exchanged securities constitute Collateral. Upon receipt of payments reflecting principal and interest or dividends on the securities in the Collateral Account, Custodian shall transfer to Bank such principal and interest or dividend payments (either by credit to Bank's custody account at Custodian or otherwise).
- (c) Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss or damage arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by any Securities Depository, provided, however, that such loss or damage is not caused by the negligence or willful misconduct of Custodian. In no event shall Custodian be liable to Depositor, Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement. Both Depositor, to the extent permitted by law, and Bank agree to indemnify Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which Custodian may sustain or incur with respect to any third party claim or which may be asserted by a third party against Custodian by reason of or as a result of any action taken or omitted by Custodian in connection with operating under this Agreement, except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of Custodian or any of its employees or duly appointed agents. This indemnity shall be a continuing obligation of Depositor and Bank notwithstanding the termination of this Agreement.
- (d) Custodian may, with respect to questions of law specifically regarding the Collateral Account, obtain the advice of reputable legal counsel and shall be fully protected with respect to anything done or omitted by it reasonably and in good faith and without negligence, willful misconduct, bad faith or fraud in conformity with such advice, provided, however, that nothing contained in this paragraph (d) shall be deemed to relieve Custodian of any of its obligations pursuant to any other provision of this Agreement.

- (e) Custodian shall not be responsible for, or considered to be custodian of, any securities received by it for deposit in the Collateral Account until Custodian actually receives and collects such securities directly or by the final crediting of Custodian's account on the books of the appropriate Securities Depository. Custodian will be entitled to reverse any provisional credits to the Collateral Account that were made in anticipation of the receipt of securities or cash which were not subsequently received by Custodian.
- (f) Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against Custodian in connection with this Agreement.
- (g) In performing hereunder, Custodian may enter into subcontracts, agreements and understandings with third parties whenever and on such terms and conditions as it deems necessary or appropriate and which are consistent with applicable law. If any of such subcontracts, agreements, or understandings with third parties are for the deposit of Eligible Collateral for the benefit of Depositor, (i) such third party will qualify as a "permitted institution" pursuant to the Texas Public Funds Collateral Act, (ii) Custodian shall cause such third party to provide records to Custodian evidencing the deposit of Eligible Collateral with such third party, and (iii) records of the third party relating to such Eligible Collateral will at all times state the name of Custodian. No such subcontract, agreement or understanding shall discharge Custodian from its obligations hereunder.
- **6.** <u>Custodian's Reliance on Pricing Services</u>. The Custodian is authorized to utilize one or more generally recognized pricing information services (including brokers and dealers of securities) in order to provide market values hereunder, and Bank and Depositor agree that Custodian shall not be liable for any loss, damage, expense, liability or claim (including attorneys' fees) incurred as a result of errors or omissions of any such pricing information service, broker or dealer.
- 7. <u>Default and Remedies</u>. If Bank defaults in performing its obligations under Section 4 above, or if Bank is declared insolvent, or if a receiver is appointed for Bank, Depositor may, after providing Bank at least three (3) business days prior written notice and opportunity to cure the default, and, if Bank fails to cure the default within such (3) business day period, instruct Custodian to transfer the Collateral or any part thereof to a broker-dealer for disposition in accordance with Depositor's instructions at a public or private sale. The proceeds of any such sale shall be applied to satisfy any indebtedness owed by Bank to Depositor, and any excess proceeds shall be returned to Bank. Depositor will also have any other remedies available under applicable law. The Custodian shall be entitled to rely on and shall be held harmless from acts taken in accordance with such instructions from Depositor.
- **8.** <u>Termination of Agreement</u>. Any party to this Agreement may terminate this Agreement by giving thirty (30) days prior written notice of termination to the other parties.
- 9. <u>Applicable Law; Other Agreements</u>. This Agreement is governed by the laws of the **State of Texas**. All deposit accounts of Depositor will be subject to Bank's Commercial Account Agreement, Business Account Agreement, or other applicable deposit account agreement, as in effect from time to time.
- 10. <u>Force Majeure</u>. Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action; provided however, that Custodian shall use its best efforts to resume normal performance as soon as practicable under the circumstances.
- 11. <u>Jury Trial Waiver</u>. EACH OF BANK, DEPOSITOR AND CUSTODIAN HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.
- 12. <u>Miscellaneous</u>. The headings in this agreement are for convenience of reference only and should not be used in interpreting this Agreement. If any provision of this agreement is illegal or unenforceable under applicable law, that provision should be deemed reformed so as to be enforceable to the extent permitted by applicable law, or if that is not possible, then this Agreement should be read as if that provision was never a part of it, and the remainder of the Agreement will be enforceable. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS OF THE PARTIES. Notices given under this Agreement must be addressed as set forth below the

signature of each party, and will be effective upon actual receipt by the addressee or upon refusal of delivery during the normal business hours of the addressee. To the extent that in any jurisdiction any party may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, each party irrevocably agrees, to the extent permitted by law, not to claim, and it hereby waives, such immunity in connection with this Agreement.

Date of Agr	eement:	, 20		
DEPOSITO	R: (Customer Name)		CUSTODIA	N: THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
Signature: Print Name:			Signature: Print Name:	
Title:			Title:	
Address:			Address:	1 Wall Street, Attn: BDS – Coll Mgr SFL New York, NY 10286
BANK: WE	LLS FARGO BANK, NATIONAL A	ASSOCIAT	ΓΙΟΝ	
Signature: Print Name:	Sheila Lynch			
Title:	Vice President 333 Market Street St.15 th Floor, MAC: A0109-150			
Address:	San Francisco, CA 94105			

DepPldgAgmt-TX-BNY-2006(0519)

ADDENDUM "A"

(Authorized Officers of Depositor)

One signature of any of the following authorized officers of Depositor is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement. **Individual who signs page 4 must also sign below**.

	Print		
1.	Name:	Signature:	
	Email:	Phone:	
		Fax:	
	Print		
2.	Name:	Signature:	
	Email:	Phone:	
		Fax:	
	Print		
3.	Name:	Signature:	
	Email:	Phone:	
		Fax:	
	Print		
4.	Name:	Signature:	
	Email:	Phone:	
		Fax:	

Wells Fargo Bank Instructions for Completing The BNY Mellon INFORM Client Set Up Request Form.

Only complete the <u>Client Information</u> & <u>User Set UP</u> sections of the form in order to provide user(s) access to your daily collateral price reports. These areas are <u>Blue & Shaded</u> for your convenience

Please type or print all required information <u>legibly</u>.

Within the Client Information Section:

- Complete all information.
- Since this is your initial set up request, please ignore the last line: "Check if information has changed: "

Within the **User Set Up Section**:

- Please provide the name(s) and e-mail address(s) of staff that you want to have access to INFORM reporting.
- Since this is your initial set up, ignore the "User ID" and "Reset Code" portion. User ID(s) and Reset Code(s) will be assigned during the INFORM set up process and returned to the primary contact by BNY Mellon shortly after the first posting of collateral to your account takes place. The User ID and Reset Code will be required if and when a user needs to have his/her password reset. A telephone number for BNY Mellon's BDS Help Desk will also be given within the returned INFORM User set up information packet.

After your initial sign on, the INFORM system will prompt each user to immediately change his/her password.

If you have any questions, please contact the Wells Fargo Public Funds Collateral Unit at 877-479-6603. Upon completion, please return the INFORM Client Set Up Request along with your signed third party contract to the address provided on the contact sheet.



Broker Dealer Services Inform Client Set Up Request

27 (2.12) (0.02) (1.7)			Well Fargo Ban	k – A/C -	NEW
BNYM Account M	lanager Contac	t:			
Contact Name:	Paul Messina			Telephone #:	
Business Unit:	Broker Dealer	· Services – Clie	nt Services Group	Fax #:	
Request Type: New Customer (Global (B	(Accounts o	on RE3)		orm Customer –Ma services, users, accou pelow)	
☐ Far East ((B5) (Accounts of	on RE4)	Inform ID:		(required)
Client Information	ո։				
Company N	lame: (Custom	er Name)			
Addre		•			
Addre					
Addre					
			T	elephone:	
Primary Cor					
E-mail Add	iress:		F	ax:	
Check if informatio	n has changed:	☐ Name ☐A	Address		
User Set Up:	⊠ Add U	ser 🔲 Delete U	ser		
Name(Print	Clearly)	User ID (if assigned)	Reset Code 6 numeric	Fmail Addre	ss(Print Clearly)
Traino(Frint	<u> </u>	(ii dooigiica)	123456	Ziliali / taal o	oo(i iiii oloaliy)
			123456		
			123456		
			123456		
			123456		
			123456		
Services: Reports	s .	☑ Price Report			
Accounts: on RE Parent Purchaser Gr		ate whether accou	nt(s) is on RE1).		
Special Instructions	s:				



GIB PUBLIC FUNDS COLLATERAL UNIT CONTACT INFORMATION

Mailing Address Wells Fargo Bank, N.A.

GIB Public Funds Collateral Unit

333 Market Street, 15th Floor

MAC: A0109-150

San Francisco, CA 94105

Toll Free Number: 877-479-6603

Fax Number: 866-686-5441

Email Address: PublicFundsCollateral@wellsfargo.com

Contacts:

Sheila Lynch, Public Funds Collateral <u>lynchsh@wellsfargo.com</u>

Unit Manager (415)371-3278

Jeana No, Public Funds Analyst Jeana. No@wellsfargo.com

(415) 371-3277

Tatiana Dayers, Public Funds Analyst Tatiana. Dayers@wellsfargo.com

(415) 371-3276

Mercy Lopez, Public Funds Analyst <u>lopezmd@wellsfargo.com</u>

(415) 371-3273

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

Account Number: 123-456789

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

ANY CUSTOMER USA PAYROLL ACCOUNT ANY TOWN USA 123456 WΟ

For Customer Assistance: Call your Customer Service Officer or Client Services 1-800-AT WELLS (289-3557)

5:00 AM to 6:00 PM Pacific Time Monday - Friday

______ Account Number Beginning Balance Ending Balance WellsOne Account

123-456789 0.00 0.00

123-450769	0	.00	
News from Wells Farg			
Credits Electronic Deposits/ Effective Posted	Bank Credits		
Date Date	-	Transaction Detail	
May 29		ACH Returns - Any Customer USA - File 5252525252 Coid 525252525252	
May 29	6,628.89	Zero Balance Account Transfer From 987654321	
May 30	2,994.78	ACH Returns - Any Customer USA - File 5252525252 Coid 5252525252	
May 30	3,212.41	Zero Balance Account Transfer From 987654321	
May 31	13,194,889.21	ACH Origination - ANY CUSTOMER Dep - File 5252525252 Coid 525252525252	USA Payroll
May 31	13,208,541.02	Zero Balance Account Transfer From 987654321	
Jun 01	·	Zero Balance Account Transfer From 987654321	
	26,425,062.86	Total Electronic Deposits/ Bank Credits	
		Total Credits	

Continued on next page

Account Number: 123-456789
ANY CUSTOMER USA

PAYROLL ACCOUNT Statement End Date: 06/01

Debits

Electronic Debits/ Bank Debits
Effective Posted

Date Date Amount Transaction Detail
May 31 13,194,889.21 ANY CUSTOMER USA Payroll Dep Dir Dep 070531
5252525252 Any Customer USA

Universi

May 31 13,194,889.21 ACH Origination - ANY CUSTOMER USA Payroll Dep - File 5252525252 Coid

5252525252

May 31 2,000.00 ACH Origination - ANY CUSTOMER USA 118 -

File 8888855555 Coid

5252525252

26,391,778.42 Total Electronic Debits/ Bank

26,391,778.42 Total Electronic Debits/ Ban Debits

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

Continued on next page

Page 3 of 3

Account Number: 123-456789

ANY CUSTOMER USA
PAYROLL ACCOUNT Statement End Date: 06/01/07
Checks Paid

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

^{*}Gap in check sequence 33,284.44 Total Checks Paid

26,425,062.86 Total Debits

 Daily Ledger Balance Summary

 Date
 Balance
 Date
 Balance

 May 25
 0.00
 May 31
 0.00

 May 29
 0.00
 Jun 01
 0.00

May 30 0.00
Average Daily Ledger Balance 0.00

Thank you for banking with Wells Fargo.

Member FDIC



Account analysis

Sample Client Analysis Statement

Client Analysis Statement Relationship Summary



January, 20XX

ABC Company 987 Main Street City, USA 12345-6789

Contact us

Officer: Henry Wells Phone No: 123-456-7890

WELLS FARGO BANK, N.A. 123 MAIN ST ANYTOWN, USA 98765

Analysis Summary

Average Positive Collected Balance	\$	920,197.50
Reserve Requirement @10.00%	-	92,019.75
Investable Balance Available for Services	=	828,177.75
Earnings Allowance		3,826.41
Current Month Analyzed Charges	2	7,550.00

continued



Balance Summary Average Neg Coll Daily Negative Average Average Service Charge Fund Rate Account Number Account Name Ledger Collected Collected * 000-1234567 ABC Company 13,550.00 920,198 920,198

*Indicates billing account

Service Detail

Svc Code	AFP Code	Service Description	Unit Price	Volume	Servio Charge	333
ABC123	01 0000	Zero Balance Master Account Maint	50.00000	1.00	50.00	
BDC234	01 0000	Account Maintenance	15.00000	500.00	7,500.00	T
CDE345	01 0000	DDA Statement	20.00000	300.00	6,000.00	* T
	0.0000000000000000000000000000000000000	General Account Services	63.04000 133047	anno orași.	13,550.00	
(3)			Total Analyzed Charges		7,550.00	
			Total Fee Based Charges		6,000.00	
			Total Service Charges		13,550.00	

T = Service Subject to Sales Tax

Trend Analysis

	Average Ledger	Average Positive	Investable Balance	Earnings
Month	Balance	Collected Balance	Available for Services	Credit Rate
AUG 20XX	920,198	920,198	828,178	5.44%
OCT 20XX	920,198	920,198	828,178	5.44%
Average	920,198	920,198	828,178	
	Earnings	Fee-Based	Analyzed	Monthly
Month	Allowance	Charges	Charges	Position
AUG 20XX	3,826	0	65	3,761
OCT 20XX	3,826	6,000	7,550	(3,744)

Balance Adjustments

Account Numbe	r Transaction Date	Correction Date	Adjustment Amount	No. of Days	Change in Average Collected Balance	Description
ABC 000-1234567	01/XX/XX	01 /XX/XX	15,000.00	8	3,870.97	
Account Total					3,870.97	
	Grand Total				3,870.97	

Note: Customer must examine this statement and report to Bank any daim for credit or refund within 60 days after Bank makes the statement available. If Bank does not receive notice of error or discrepancy within this time frame, items on the statement will be deemed to be correct.

For more information on the Client Analysis Statement, contact your Wells Fargo treasury management representative.



Remote deposit

Desktop Deposit® service

Helping Wells Fargo customers improve cash management by depositing checks from anywhere, at any time

Designed to streamline the deposit process, our patented *Desktop Deposit* service enables you to deposit checks without going to the bank. You'll improve cash flow and receive information more quickly, while reducing the time, costs, risks, and waste resulting from physically transporting check deposits. All you need are a scanner, a computer, and an Internet connection, or simply an iPhone, iPad, or Android device.

The Desktop Deposit service offers:

Affordable, simple setup. With the Wells Fargo *Desktop Deposit* service, you won't need expensive IT resources to install or maintain your program.

Benefits for your business and the environment. Not only will your company save on the cost of transportation and insurance associated with taking checks to the bank for deposit, but you'll also reduce your ecological footprint by eliminating CO₂ emissions.

Extended deposit windows. Customers using the *Desktop Deposit* service have an extended deposit deadline for same-day ledger credit of 7:00 p.m. PT, 10:00 p.m. ET.

High deposit limits and batch processing. Using the Desktop Deposit service, you can deposit up to 1,000 items per deposit without leaving the office. Batch processing capabilities allow for easier reconciliation with large deposits. A virtual endorsement option saves you time by not having to manually stamp or endorse your items before scanning.

Reduced bank fees. By using the *Desktop Deposit* service to deposit checks remotely into your account at Wells Fargo, you no longer need to maintain accounts at local banks with physical branches nearby. You can consolidate banking relationships, save money on account maintenance fees, and reduce time reconciling multiple bank accounts.

Faster, more accurate deposits. Using CAR/LAR (Courtesy Amount Recognition/Legal Amount Recognition) technologies, the *Desktop Deposit* service predetermines the amount of most of your checks, eliminating manual keying.

Mobile deposit option. Through the CEO Mobile® Deposit service, Desktop Deposit customers can capture check images using the camera of their Android smartphone, or an iPhone or iPad (iOS 6.1 or above), and deposit funds to their Wells Fargo corporate bank accounts. This technologically advanced service enables mobile users to accept checks from customers and deposit them immediately. Use the Desktop Deposit and the CEO Mobile Deposit services for an all-electronic depository solution.

Custom fields. Multiple discretionary data fields allow you to enter customized information about the checks you receive, giving you the ability to search for checks using your own criteria and allowing for easier uploading of data into your accounts receivable system. Our quick data feature simplifies the capture process by automatically recalling some of your previously entered receivables data.

Access to deposit images for up to seven years. The extended deposit image archive allows you to view all your paper and electronic deposits on the *Commercial Electronic Office®* (CEO®) portal using the Stops-Images-Search service.

continued



ACH check conversion. When you couple the *Desktop Deposit* service with our *Smart Decision®* service, you can easily convert checks to ACH Back Office Conversion (BOC) or Accounts Receivable Conversion (ARC) debits. Simply notify your customers through a posted or mailed notice, and after you make a deposit, we'll use our proprietary decision engine to identify eligible checks and do the ACH conversion for you automatically.

Report formats that suit your needs. Retrieve reports in CSV, Excel, HTML, and PDF formats, and upload the information to your receivables system.

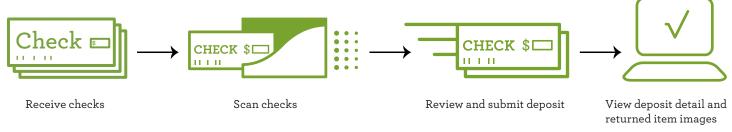
Daily image files. Keep your item images in-house and at your fingertips with our Image File Import service. Receive a daily transmission of your scanned items for your audit and research needs.

Seamless integration. The treasury management services you already use result in an electronic receivables system that marries the convenience and ease of the Internet with the power of customizable reporting, automated updates to A/R, and quicker returned-item notification.

Stringent, reliable security. Wells Fargo uses 128-bit encryption with Secure Sockets Layer (SSL) technology, firewalls, and additional layers of authentication. Extensive security safeguards help protect your data in transit.

Simple, quick, secure, and dependable service. All you do is scan your checks, review them for accuracy, and securely submit them online for deposit using the award-winning *CEO* portal. For most deposits, you'll have access to your funds within one business day.

How the *Desktop Deposit* service works:



For more information on the Desktop Deposit service, contact your Wells Fargo treasury management representative or visit wellsfargo.com/com.



Depository services

Smart Decision®

Letting you take advantage of ACH check conversion through any Wells Fargo depository solution

When you couple the *Smart Decision*® service with a Wells Fargo depository solution, you can easily convert checks received through the mail, at a dropbox, or in person to ACH accounts receivable conversion (ARC) or back office conversion (BOC) debits. You'll need to notify your customers through a posted or mailed notice. After you make a deposit, the Wells Fargo proprietary decision engine will identify eligible checks and do the ACH conversion for you automatically. Items not eligible for ACH check conversion are processed through image exchange or as substitute checks.

With the Smart Decision service, you can:

Decrease your returned item losses. Faster presentment and enhanced redeposit options for electronic NSF returns can help your company improve collection of returned items and decrease your write-offs, saving you money.

Lower payment-related processing costs. With the *Smart Decision* service, you can take advantage of more efficient processing using ACH conversion, including an additional redeposit option for your electronic NSF returns.

Simplify deposit research and reconciliation.

Consolidated deposited and returned item reports show all of your check and ACH items in the same report; easing your reconciliation and return management process. No matter how your checks are cleared, you'll see one deposit credit. Additionally, you can use online image reporting and file transmission solutions to access deposited and returned item images for your items converted to ACH and for those processed through traditional check clearing methods.

Create processing efficiencies. Electronic processing reduces the time and resources needed to process payments. The results are lower costs, fewer errors, less labor, less paper, and less impact on the environment.

Manage opt-outs. NACHA rules no longer require you to provide your customers with a procedure to opt out of ARC transactions; however, if you choose to let your customers opt out of check conversion, you can use our online *Deposit Maintenance* service to enter your customers' ACH opt-out preferences.

Smart Decision works with any Wells Fargo depository solution

Regardless of how you make a deposit to Wells Fargo, the *Smart Decision* service will handle the ACH conversion process automatically.

Remote deposit. You can save both time and money when you use a remote deposit service — the *Desktop Deposit®* service or the *Wells Fargo Electronic Deposit®* service — to deposit checks into your Wells Fargo account electronically, and eliminate the need for your employees to physically take deposits to the bank. An extended deposit deadline of 10:00 p.m. Eastern Time for same-day ledger credit means faster notice of returned items.

If you subscribe to the Deposit Detail report (available through the online reporting service), you can view all electronic deposits and deposited items for a given day and see whether items were processed as checks or converted through the *Smart Decision* service to ACH ARC or ACH BOC items. The report includes an analysis section that summarizes your conversion success rate.

Cash vault. You can use our nationwide cash vault network to make your check and cash deposits securely, efficiently, and conveniently. Simply prepare your deposit in a seethrough, tamper-evident plastic bag and your armored carrier will pick it up and deliver it to a cash vault for processing.

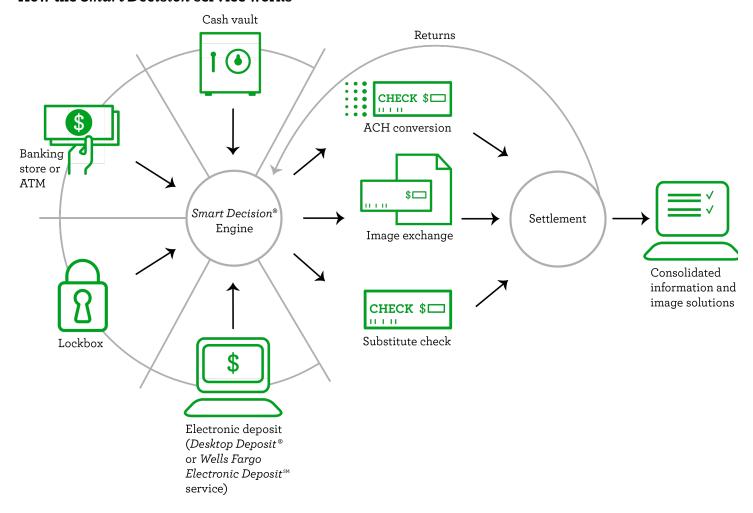
continued



Wells Fargo banking stores and ATMs. Use the Wells Fargo *Stagecoach Deposit*® service to make deposits to an extensive network of Wells Fargo stores and ATMs.

Lockbox services. Accelerate cash flow, improve collections, and reduce payment processing costs by directing your consumer remittance to the lockbox network for processing.

How the Smart Decision service works



For more information on the Smart Decision service, contact your Wells Fargo treasury management representative or visit $\underline{wellsfargo.com/com}$.



The Image File Import service

Reference Guide



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About the Image File Import service

About this guide

This guide describes how to use the Image File Import service to download images and data for paid checks, returned items, electronic deposits, and third-party drafts. When using the Image File Import service to download lockbox items, refer to the Image File Import Reference Guide for Wholesale Lockbox Items or the Image File Import Reference Guide for Retail Lockbox Items.

Image File Import service overview

The Image File Import service allows you to download images and data for the following types of items:

- Paid checks
- Returned items
- Electronic deposits, which can include checks and coupons
- Third-party drafts

You can receive your images and data one of the following ways:

- XML with ZIP (all item types). With this option, you receive two files: an XML file with transaction data, and a ZIP file with image files. You can use the data in the XML files in a variety of applications, and you can use the image files in your company's image archive system.
- XML with IMG (paid checks and third-party drafts only). With this option, you receive two files: an XML file with transaction data, and a proprietary IMG file, which is a binary file with black-and-white TIFF images, MICR data, and some transaction data.
- **X9.37** (third-party drafts only). With this option, you receive one file in X9.37 format that contains both the transaction data and images.
- **PDF** (paid checks, returned items, and electronic deposits only). With this option, you receive a PDF file that contains both the transaction data and images in human-readable format. You use Adobe Acrobat to open PDF files.

If your company uses the Image File Import service for multiple types of items (paid checks and electronic deposits, for example), Wells Fargo generates separate files for each type of item.

Requirements

Using the Image File Import service requires the following:

- For paid checks and third-party drafts, check stock that results in sufficient image quality and allows MICR data capture.
- If you receive files in XML with ZIP, XML with IMG, or X9.37 format, an archive system to store and retrieve images and data. You import the images and data into this system.
 - If you receive paid check images and data in XML with ZIP files and do not have an internal image archive and viewer, you can obtain WellsImage® Viewer software from Wells Fargo to archive, search, and display your transaction data and images. Contact your Wells Fargo representative for information about WellsImage Viewer.
- If you receive images and data in PDF files, use Adobe Acrobat to open PDF files. You can download Acrobat free of charge from Adobe's website.

Downloading your files

For a description of how to download your files, refer to the transmission documentation provided during implementation.

Note Be sure to download files to a location on your local computer or network before attempting to open them. If you attempt to open a file directly from the transmission system, the file may not open properly.

Image availability

Images are provided in your Image File Import files when available. If an image is not available, the transaction data is included in the file without a corresponding image.

File delivery options

Files can be provided according to the options listed in the following table.

File Type	Delivery frequency options	File availability*				
Paid checks	• Daily	Standard delivery — 5:00 a.m. PT two days after posting				
		Premium delivery — 8:00 a.m. PT one day after posting				
	Weekly	9:00 a.m. PT Monday				
	Semi-monthly (1st and 15th of each month)	5:00 a.m. PT two days after 1st and 15th				
	Monthly — end of month	5:00 a.m. PT two days after end of the month				
	Monthly — designated day of the month	5:00 a.m. PT two days after designated day				
Returned items	• Daily	4:00 a.m. PT one day after items are received				
	Weekly	9:00 a.m. PT Monday				
	Semi-monthly (1st and 15th of each month)	5:00 a.m. PT two days after 1st and 15th				
Electronic deposits	• Daily	9:00 a.m. PT one day after deposit				
	Weekly	9:00 a.m. PT Monday				
	Semi-monthly (1st and 15th of each month)	5:00 a.m. PT two days after 1st and 15th				
Third-party drafts	• Daily	3:30 p.m. PT same day				

^{*} On published Federal Reserve holidays, retrieve your Image File Import files the business day following the holiday. With the daily delivery option, your files will contain information for the business day prior to the holiday.

You can combine the following frequency options:

- Monthly with daily
- Semi-monthly with daily
- Weekly with daily

Files remain available on our transmission system for up to seven calendar days. If desired, you can delete files in your Outbound folder during the sevenday period. Any files that remain in the Outbound folder after seven days are automatically deleted by the system.

Files can be re-created for up to 60 calendar days after their original creation date, depending on your company's preference settings. Contact your Treasury Management Service Officer or Treasury Management Client Services for assistance.

Options

Stacking for accounts

By default, the Image File Import service generates separate files for each item type and each account. You can also choose to combine all accounts for an item type into a single file, which is called "stacking."

The following table provides an example of how the default and stacking options work when you receive paid check images and data for two accounts (account A and account B).

Option	XML with ZIP	XML with IMG	PDF
Default	Four files:	Four files:	Two files:
(no stacking)	• XML — account A	• XML — account A	• PDF — account A
	• ZIP — account A	• IMG — account A	• PDF — account B
	• XML — account B	• XML — account B	
	• ZIP — account B	• IMG — account B	
Stacking	Two files:	Two files:	One file:
	• XML — account A and account B	• XML — account A and account B	
	 ZIP — account A and account B 	 IMG — account A and account B 	

Options for paid checks

If you provide Account Reconciliation Plan (ARP) issue information for your account, you can request that the data for each check include the following:

- Issue date
- Amount
- Optional data field from the ARP issue data submitted by your company

If you are an existing Wells Fargo customer, the Image File Import service allows you to request an initial load of historical check images and data from the previous 60 calendar days, if the images and data are available from other Wells Fargo products. The data and images for a request may be delivered in one set of files or in multiple sets, depending on the volume of data. If you are interested in this option, contact your Treasury Management Implementation Coordinator.

For XML with ZIP and PDF files, you can choose to receive either the front image only or both front and back images. (XML with IMG files include both front and back images.)

Options for returned items

For returned items, you have the option to include the following:

- Remittance coupon data. This can include the coupon amount, scan line data, or other discretionary data.
- Additional data keyed by Wells Fargo, such as the remitter's name, address, and driver's license number.
- For check images, either the front image only or both front and back images.

You also have the option to receive empty files (also called "null" files) when there are no items for your account or set of accounts.

Options for electronic deposits

For electronic deposit items, you have the option to include the following:

- Remittance coupon data. This can include the coupon amount, scan line data, or other discretionary data.
- For XML with ZIP and PDF files, you can choose to receive either the front image only or both front and back images. (XML with IMG files include both front and back images.)

You also have the option to receive empty files (also called "null" files) when there are no items for your account or set of accounts.

Options for third-party drafts

For third-party drafts, you select one of the following file type and account options:

- XML with ZIP with both posting and capture account data
- XML with IMG with posting account data
- XML with IMG with capture account data

Data sorting for PDF files

For PDF files only, you can choose how to sort data for multiple days when you choose account stacking (see Stacking for accounts on page 7).

Paid check sorting options

- Account, date (default)
- Date, account
- Serial number
- Amount

Electronic deposit sorting options

- Capture sequence number (default)
- Date, account
- Type and amount (descending)

Returned item sorting options

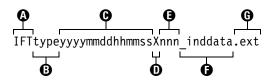
- Date, account
- Amount (descending; default)
- Amount (ascending)
- Disposition
- Location

Image types

Item type	Image type
Paid checks, third-party drafts	Black-and-white TIFF
Electronic deposit items	Black-and-white TIFF (default) Black-and-white JPEG (available for XML with ZIP and PDF only)
Returned items	Grayscale PNG (default) Black-and-white PNG Grayscale JPEG Black-and-white JPEG

File naming conventions

Image File Import files use the following naming convention:



- A Always IFT for Image File Import files.
- Will be one of the following to indicate the type of items in the file.

ADHO
 Specially requested (ad-hoc) paid checks file
 STPD
 Regularly scheduled third-party drafts file

ATPD Specially requested (ad-hoc) third-party drafts file

SRTN Regularly scheduled returned items file

ARTN Specially requested (ad-hoc) returned items file

SEDP Regularly scheduled electronic deposits file

AEDP Specially requested (ad-hoc) electronic deposits file

CNF Confirmation report for paid check items

- File creation date and time. All files except paid check confirmation files use a four-digit year in the creation date. Paid check confirmation files use a two-digit year in the creation date.
- Indicates the type of file.

C XML file

M ZIP, IMG, or X9.37 file

P PDF file

T Confirmation file for electronic deposits, returned items, or thirdparty drafts

- * Three-digit index number assigned to an account or group of accounts.
- Independent data. This is only used if you receive your information in X9.37 or PDF format and the system splits large files into multiple smaller files. For X9.37 files, the first file has _001 as the independent data segment and any subsequent files increment by one (_002, _003, and so on). For PDFs, the first file does not include an independent data segment, the second file has _02 as the independent data segment, and any subsequent files increment by one (_03, _04, and so on).
- File name extension. This is .xml, .zip, .img, .X937, or .pdf for transaction and image files. This is .txt for paid checks confirmation files or .csv for electronic deposits, returned items, or third-party drafts confirmation files.

File name examples

IFTDISB20130525071025C123.xml
IFTSRTN20130525071025P123_001.pdf
IFTSTPD20130525071025M123_001.X937
IFTCNF130525071025.txt
IFTSEDP20130525071025T000.csv

Paid checks XML file Returned items PDF file Third-party drafts X9.37 file Paid checks confirmation file Electronic deposits confirmation file

^{*} Not included for a confirmation file for paid checks.

XML with ZIP files

File hierarchy

For the XML with ZIP option, XML files are structured into a hierarchy as follows:

Document
Collection
Batch
Item

Document-level elements provide file information, such as a file ID and file creation date and time. There is only one document per file.

A file can contain multiple collections if:

- It contains items for multiple accounts. There is a separate collection for each account.
- It is for a special (ad-hoc) request covering multiple days. There is a separate collection for each day.

As described in the following table, batches are used differently, depending on the type of items included in a file.

Item type	Batch
Paid checks, third-party drafts	Always only one batch per collection. Information for all items is contained within the batch.
Returned items	There is a separate batch for each returned item. If an associated coupon is available, it is included in the batch with the check.
Electronic deposits	There is a separate batch for each deposit. The batch includes all checks and any associated coupons for the deposit.

XML specification

Specification table key

Element	Name of the element. The assigned number is for reference within the list. The indentation of the element name indicates the level of the element within the XML structure (see description for parent element, child elements).
Туре	 Aggregate — Element includes no data itself but consists of child elements. String — Data for the element is an alphanumeric string. Numeric — Data for the element is a numeric string. Date — Element defines a date. Time — Element defines a time for the associated date.
Parent element, child elements	Indicates the relationship of the element within the XML structure. All elements except the root element (bdiData) have a parent element, and all aggregate elements have child elements. The relationship of elements within the XML structure is also indicated by the indentation of the element name.
Card	Cardinality for each element as used in an Image File Import file. The first value is the minimum number of times the element can occur, and the second value is the maximum number of times the element can occur. For example: • 0/1 — The 0 indicates that the element may not occur, and the 1 indicates that the element will occur a maximum of one time. • 1/1 — The element is always included once. • 0/999999 — The element may not occur but can occur up to 999,999 times. Note that if a parent element is 0/1 and a child element is 1/1, the child element is only included if the parent is included.
Max	Maximum number of characters in the data supplied with the element in an Image File Import file.
Description	Description of the element.
Item	Indicates the type of item the element is used for. If blank, the element is used for all item types. Otherwise, the entry indicates the item types the element is used for: • P — Paid checks • R — Returned items • D — Electronic deposits • T — Third-party drafts

$\it XML$ with $\it ZIP-element$ specifications

Eleme	ent	Туре	Parent element	Child elements	Card	Max	Description	ltem
1 bo	diData / BdiData	Aggregate	n/a	documentControlInfo (2) checkItemCollection (21) documentSummaryInfo (106)	1/1		Root element. This element is bdiData for paid checks and third-party drafts, BdiData for electronic deposits and returned items.	
2	documentControlInfo	Aggregate	bdiData / BdiData (1)	documentInfo (3) sourceInfo (13) destinationInfo (17)	1/1		File header information.	
3	documentInfo	Aggregate	documentControlInfo (2)	docDescription (4) docID (5) docModifier (7) docCreateDate (8) docCreateTime (9) standardVersion (10) testIndicator (11) resendIndicator (12)	1/1		Information for the data in the file.	
4	docDescription	String	documentInfo (3)	n/a	1/3	80	Description of the data in the file.	
5	docID	Aggregate	documentInfo (3)	ID / id (6)	1/1		Document identifier.	
6	ID / id	String	docID (5)	n/a	1/1	14	Identifier for the document, which is the date and time as YYYYMMDDHHMMSS (Pacific Time). This element is ID for paid checks and third-party drafts, id for electronic deposits and returned items	
7	docModifier	String	documentInfo (3)	n/a	1/1	35	Used to ensure that the document identifier is unique.	
8	docCreateDate	Date	documentInfo (3)	n/a	1/1	10	File creation date in YYYY-MM-DD format.	
9	docCreateTime	Time	documentInfo (3)	n/a	1/1	13	File creation time in HH:MM:SS-hhmm format, where: • HH:MM:SS is the file creation time. • hhmm indicates the number of hours that the file creation time is offset from Greenwich Mean Time.	
10	standardVersion	String	documentInfo (3)	n/a	1/1	8	Identifies the XML version used when creating the file.	

Eleme	ent	Туре	Parent element	Child elements	Card	Max	Description	ltem
11	testIndicator	Numeric	documentInfo (3)	n/a	1/1	1	Indicates whether this is a test or production file. 0 — Production 1 — Test	
12	resendIndicator	Numeric	documentInfo (3)	n/a	1/1	1	Always 0 to indicate this is a new file.	
13	sourceInfo	Aggregate	documentControlInfo (2)	sourceName (14) sourceID / sourceId (15)	1/1		Information about the originator of the file.	
14	sourceName	String	sourceInfo (13)	n/a	1/1	20	Always Wells Fargo IFT .	
15	sourceID / sourceId	Aggregate	sourceInfo (13)	idOther (16)	1/1		ID for the originator of the file. This element is sourceID for paid checks and third-party drafts, sourceId for electronic deposits and returned items.	
16	id0ther	String	sourceID / sourceId (15)	n/a	1/1	13	Always WellsFargoIFT .	
17	destinationInfo	Aggregate	documentControlInfo (2)	destinationName (18) DestinationID / destinationId (19)	1/1		Information about the receiver of the file.	
18	destinationName	String	destinationInfo (17)	n/a		35	Your company name.	
19	DestinationID / destinationId	Aggregate	destinationInfo (17)	id0ther (20)			ID for the receiver of the file. This element is destinationID for paid checks and third-party drafts, DestinationId for electronic deposits and returned items.	
20	idOther	String	DestinationID / destinationId (19)	n/a	1/1	20	ID assigned to your company by Wells Fargo.	
21	checkItemCollection	Aggregate	bdiData / BdiData (1)	collectionInfo (22) checkItemBatch (31) collectionSummary (100)	1/999999		Groups batches into a collection. See File hierarchy on page 11 for a description of how collections are used for each item type.	
22	collectionInfo	Aggregate	checkItemCollection (21)	description (23) ID (24) Classification / classification (25) accountDataInfo (27)	1/1		Collection-level information.	
23	description	String	collectionInfo (22)	n/a	1/1	15	Indicates the type of items in the collection (Items for paid checks and third-party drafts, Returned Items , or Deposited Items).	
24	ĪD	String	collectionInfo (22)	n/a	1/1	13	Account number for the collection.	

Elemen	t	Туре	Parent element	Child elements	Card	Max	Description	ltem
25	Classification / classification	Aggregate	collectionInfo (22)	classification (26)	1/1		Identifies the type of items in the collection. This element is Classification for paid checks and third-party drafts, classification for electronic deposit and returned items.	
26	classification	String	Classification / classification (25)	n/a	1/1	15	Indicates the type of items in the collection (Items for paid checks and third-party drafts, Returned Items, or Deposited Items).	
27	accountDataInfo	Aggregate	collectionInfo (22)	accountData (28)	0/1		(Returned items and electronic deposits only; not used for paid checks.) Provides information for the deposit account, such as bank ID and account number.	R D
28	accountData	Aggregate	accountDataInfo (27)	label (29) value (30)	1/999999		Account-level information.	R D
29	label	String	accountData (28)	n/a	1/1	14	Account data field name. For returned items and electronic deposits, can be one of the following:	R D
30	value	String	accountData (28)	n/a	1/1	35	Account data field value.	R D
31	checkItemBatch	Aggregate	checkItemCollection (21)	checkItemBatchInfo (32) checkItem (45) checkItemBatchSummary (95)	0/1		Groups items into a batch. See File hierarchy on page 11 for a description of how batches are used for each item type.	

Element		Туре	Parent element	Child elements	Card	Max	Description	ltem
32	checkItemBatchInfo	Aggregate	checkItemBatch (31)	description (33) ID (34) Classification / classification (35) depositDataInfo (37) depositDiscDataInfo (41)	1/1		Batch-level information.	
33	description	String	checkItemBatchInfo (32)	n/a	1/1	15	Indicates the type of items in the batch (Paid Checks, Returned Items, Deposited Items, or Third Party Items).	
34	ID	String	checkItemBatchInfo (32)	n/a	1/1	13	Account number for the batch.	
35	Classification / classification	Aggregate	checkItemBatchInfo (32)	classification (36)	1/1		Identifies the type of items in the batch. This element is Classification for paid checks and third-party drafts, classification for electronic deposit and returned items.	
36	classification	String	Classification / classification (35)	n/a	1/1	15	Indicates the type of items in the batch (Paid Checks, Returned Items, Deposited Items, or Intraday Items for third-party drafts).	
37	depositDataInfo	Aggregate	checkItemBatchInfo (32)	depositData (38)	0/1		Deposit information.	RD
38	depositData	Aggregate	depositDataInfo (37)	label (39) value (40)	1/999999		Standard deposit data.	D
39	label	String	depositData (38)	n/a	1/1	25	Deposit data field name. Will be one of the following:	D
40	value	String	depositData (38)	n/a	1/1	35	Deposit data field value.	D
41	depositDiscDataInfo	Aggregate	checkItemBatchInfo (32)	depositDiscData (42)	0/1	İ	Optional discretionary data for the deposit.	R D

Element		Туре	Parent element	Child elements	Card	Max	Description	ltem
42	depositDiscData	Aggregate	depositDiscDataInfo (41)	label (43) value (44)	1/999999	15	Discretionary deposit data. For returned items, includes discretionary deposit data from the original deposit.	R D
43	label	String	depositDiscData (42)	n/a	1/1	15	Deposit discretionary data field name. Can be one of the fields listed below or a custom field. ACH CO ID CEO ID CREATED BY DEPOSIT BAG NO DEPOSIT NAME DEPOSITED BY LOCKBOX NUMBER LOCKBOX SITE ID	R D
44	value	String	depositDiscData (42)	n/a	1/1	35	Deposit discretionary data field value.	R D
45	checkItem	Aggregate	checkItemBatch (31)	checkItemType (46) DataDetail (47) checkAmount (48) nonMICRCheckData (49) totalImageViewsDelivered (71) imageView (72) itemDataInfo (83) optionalDataInfo (87) discDataInfo (91) postingInfo (53) intradayInfo (61)	0/999999		Information for a check.	
46	checkItemType	String	checkItem (45)	n/a	1/1	16	Indicates the type of item. Paid checks — check or Converted Check Returned items — Check or Coupon Electronic deposits — Check or Coupon Third-party drafts — Third Party Draft	
47	DataDetail	String	checkItem (45)	n/a	0/1	100	Detail information for a check converted to an ACH transaction.	
48	checkAmount	Numeric	checkItem (45)	n/a	1/1	10	Amount of the item. Includes decimal places but no decimal point, commas, or dollar sign. For example, 1234567 would be the entry for \$12,345.67.	

Element		Туре	Parent element	Child elements	Card	Max	Description	ltem
49	nonMICRCheckData	Aggregate	checkItem (45)	legalAmount (50) issueDate (51) other (52)	0/1		Account Reconciliation (ARP) data for the check.	P
50	legalAmount	Numeric	nonMICRCheckData (49)	n/a	1/1	10	Amount of the check as provided from ARP data. Includes decimal places but no decimal point, commas, or dollar sign. For example, 1234567 would be the entry for \$12,345.67.	P
51	issueDate	Date	nonMICRCheckData (49)	n/a	1/1	10	Issue date of the check as provided from ARP data. Format YYYY-MM-DD.	Р
52	other	String	nonMICRCheckData (49)	n/a	1/1	120	ARP optional data field associated with the check.	Р
53	postingInfo	Aggregate	checkItem (45)	date (54) RT (55) accountNumber (56) seqNum (57) trancode (58) amount (59) serialNumber (60)	1/1		Posting information for the check.	P
54	date	Date	postingInfo (53)	n/a	1/1	10	Date the item was posted in format YYYY-MM-DD.	Р
55	RT	String	postingInfo (53)	n/a	1/1	9	Routing/transit number for your Wells Fargo posting account.	P
56	accountNumber	String	postingInfo (53)	n/a	1/1	15	Account number for your Wells Fargo posting account.	P
57	seqNum	Numeric	postingInfo (53)	n/a	1/1	15	Sequence number assigned by Wells Fargo. Can be used in combination with the date to uniquely identify an item.	Р
58	trancode	String	postingInfo (53)	n/a	1/1	6	Transaction code indicating how a check was processed internally by Wells Fargo. Most checks have trancode 001051 .	P
59	amount	Numeric	postingInfo (53)	n/a	1/1	10	Check amount. Includes decimal places but no decimal point, commas, or dollar sign. For example, 1000 would be the entry for \$10.00.	Ρ
60	serialNumber	String	postingInfo (53)	n/a	1/1	15	Serial number of the check.	Р

Element		Туре	Parent element	Child elements	Card	Max	Description	ltem
61	intradayInfo	Aggregate	checkItem (45)	date (62) postingRT (63) postingAccountNumber (64) captureRT (65) captureAccountNumber (66) seqNum (67) trancode (68) amount (69) serialNumber (70)	1/1		Posting and capture information for a third-party draft.	T
62	date	Date	intradayInfo (61)	n/a	1/1	10	Date the item was posted in format YYYY-MM-DD.	T
63	postingRT	String	intradayInfo (61)	n/a	1/1	9	Routing/transit number for your Wells Fargo posting account.	Т
64	postingAccountNumber	String	intradayInfo (61)	n/a	1/1	15	Account number for your Wells Fargo posting account.	T
65	captureRT	Numeric	intradayInfo (61)	n/a	1/1	9	Routing/transit number on the item.	T
66	captureAccountNumber	String	intradayInfo (61)	n/a	1/1	15	Account number on the item.	T
67	seqNum	Numeric	intradayInfo (61)	n/a	1/1	15	Sequence number assigned by Wells Fargo. Can be used in combination with the date to uniquely identify an item.	T
68	trancode	String	intradayInfo (61)	n/a	1/1	6	Transaction code indicating how an item was processed internally by Wells Fargo. Most third-party drafts have trancode 001051 .	T
69	amount	Numeric	intradayInfo (61)	n/a	1/1	10	Item amount.	T
70	serialNumber	String	intradayInfo (61)	n/a	1/1	15	Item serial number.	T
71	totallmageViewsDelivered	Numeric	checkItem (45)	n/a	1/1	1	Number of images provided for the check or coupon. 0 — No images 1 — One image, either front or back 2 — Two images, front and back	
72	imageView	Aggregate	checkItem (45)	imageIndicator (73) imageViewInfo (74)	0/1		Information for images provided for the check or coupon.	

Element		Туре	Parent element	Child elements	Card	Max	Description	ltem
73	imageIndicator	String	imageView (72)	n/a	1/1	25	Indicates whether the associated image is of the actual item. Will be Actual Item Present or Image Not Present . Note For a check converted to an ACH transaction, this element is Actual Item Present , but the system includes a stock image, not an image of the original check.	
74	imageViewInfo	Aggregate	imageView (72)	Format (75) Compression (77) ViewSide / viewSide (79) imageViewLocator (80)	1/2		Information about the image file.	
75	Format	Aggregate	imageViewInfo (74)	Baseline (76)	1/1		Graphic file format of the image file.	1
76	Baseline	String	Format (75)	n/a	0/1	4	Indicates the image format (TIF, JPEG, or PNG).	
77	Compression	Aggregate	imageViewInfo (74)	Baseline (78)	0/1		Compression algorithm used for image files.	
78	Baseline	String	Compression (77)	n/a	1/1	5	For TIFF images, always CCITT . For JPG images, always JPEG Baseline . For PNG images, always blank.	
79	ViewSide / viewSide	String	imageViewInfo (74)	n/a	1/1	5	Indicates which side of the item is represented in the image (Front or Rear). This element is ViewSide for paid checks and third-party drafts, viewSide for electronic deposits and returned items.	
80	imageViewLocator	Aggregate	imageViewInfo (74)	imageRefKey (81) imageFileLocator (82)	1/1		Location of the image file.	
81	imageRefKey	String	imageViewLocator (80)	n/a	1/1	50	Name of the image file.	
82	imageFileLocator	String	imageViewLocator (80)	n/a	1/1	30	Name of the ZIP file containing the image file.	
83	itemDataInfo	Aggregate	checkItem (45)	itemdata (84)	0/1		Data from the check or coupon.	R D
84	itemdata	Aggregate	itemDataInfo (83)	label (85) value (86)	1/999999		Data from the check or coupon.	R D

Element		Туре	Parent element	Child elements	Card	Max	Description	ltem
85	label	String	itemdata (84)	n/a	1/1	23	Data field name. For returned items, will be one of the following: ACH Company ID Batch ID Credit Amount Current Sequence Number Deposit ID Disposition Debit Amount E-Check Authorization Date Item Account Number Item Bank ID Item ID Item Serial Number Item Type Location Number Original Sequence Number Reason Redeposit Count	RD
							(Description continued next page)	<u> </u>

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Element	Туре	Parent element	Child elements	Card	Max	Description	Item
						Note ACH Company ID, Current Sequence Number,	
						Original Sequence Number, and Redeposit	
						Count are used for electronic returns only.	
						For electronic deposits, will be one of the following:	
						As Of Time	
						Batch ID	
						Capture Sequence Number	
						Deposit Creation Date	
						Deposit Effective Date	
						Deposit ID	
						Item Account	
						Item Account Name	
						Item Amount	
						Item Bank Name	
						Item ID	
						Item RTN	
						Item Serial Number	
						Item State	
						Item Type	
						Reason	

Element		Туре	Parent element	Child elements	Card	Max	Description	lter
86	value	String	itemdata (84)	n/a	1/1		Data field value. If the label field is Disposition , this field is one of the following: Redeposit Chargeback Phone Suspense Settled Representment Service Fee Debit Service Fee Debit Returned Service Fee Credit Service Fee Credit Reversal Admin Return Phone If the label field is Item Type , this field is one of the following: PAPER (paper return) RCK (ACH RCK item) ARC (ACH ARC item) BOC (ACH BOC item) ADMARC (Admin Return for ACH ARC item) ADMARC (Admin Return for ACH ARC item) For returned items, if the label field is Reason , this field contains one of the reason codes listed in Return reason codes on page 67. For electronic deposits, if the label field is Reason , this field identifies the reason the item was processed as a check or converted to an ACH	;
87	optionalDataInfo	Aggregate	checkItem (45)	optionalData (88)	0/1		transaction. Optional data for the item.	R
88	optionalData		optionalDataInfo (87)	label (89)	1/999999		Optional data for the item.	R
J U	υρτιοπαίνατα 	Aggregate	optional data into (67)	value (90)	1/ 333333		יסףנוטוומו עמנמ וטו נווכ ונכווו.	I
39	label	String	optionalData (88)	n/a	1/1	25	Optional data field name.	R
90	value	String	optionalData (88)	n/a	1/1	80	Optional data field value.	R
91	discDataInfo	Aggregate	checkItem (45)	discData (92)	1/1	†	Discretionary data for the check or coupon.	R E

Element		Type	Parent element	Child elements	Card	Max	Description	ltem
92	discData	Aggregate	discDataInfo (91)	label (93) value (94)	0/999999		Discretionary data for the check or coupon.	R D
93	label	String	discData (92)	n/a	1/1		Discretionary data field name. These can be standard or custom fields. The following standard fields are available for checks: Customer Number (your customer's account number) Invoice Number Check Date Customer Name Payment Amount Item Ref Number Transaction ID The following standard fields are available for coupons: Coupon Amount Coupon ScanLine Coupon Account	R D
94	value	String	discData (92)	n/a	1/1	80	Discretionary data field value.	R D
95	checkItemBatchSummary	Aggregate	checkItemBatch (31)	totalltemCount (96) totalCouponCount (97) totalBatchAmount (98) totalBatchImageViewsDelivered (99)	1/1		Summary information for the batch.	
96	totalltemCount	Numeric	checkItemBatchSummary (95)	n/a	1/1	10	Number of items in the batch.	
97	totalCouponCount	Numeric	checkItemBatchSummary (95)	n/a	1/1	10	Number of coupons in the batch.	R D
98	totalBatchAmount	Numeric	checkItemBatchSummary (95)	n/a	1/1	15	Total amount of items in the batch, based on the checkAmount element. Includes decimal places but no decimal point, commas, or dollar sign. For example, 1234567 would be the entry for \$12,345.67.	
99	totalBatchImageViewsDelivered	Numeric	checkItemBatchSummary (95)	n/a	1/1	10	Number of image files for items in the batch.	

Eleme	nt	Туре	Parent element	Child elements	Card	Max	Description	ltem
100	collectionSummary	Aggregate	checkItemCollection (21)	totalBatchCount (101) totalItemCount (102) totalCouponCount (103) totalCollectionAmount (104) totalCollectionImageViewsDelivered (105)	1/1		Summary information for the collection.	
101	totalBatchCount	Numeric	collectionSummary (100)	n/a	1/1	1	Number of batches in the collection.	
102	totalItemCount	Numeric	collectionSummary (100)	n/a	1/1	10	Number of items in the collection.	
103	totalCouponCount	Numeric	collectionSummary (100)	n/a	1/1	10	Number of coupons in the collection.	R D
104	totalCollectionAmount	Numeric	collectionSummary (100)	n/a	1/1	15	Total amount of items in the collection. Includes decimal places but no decimal point, commas, or dollar sign. For example, 1234567 would be the entry for \$12,345.67.	
105	totalCollectionImageViewsDelivered	Numeric	collectionSummary (100)	n/a	1/1	10	Number of image files for items in the collection.	
106	documentSummaryInfo	Aggregate	bdiData / BdiData (1)	totalCollectionCount (107) totalBatchCount (108) totalItemCount (109) totalCouponCount (110) totalDocumentAmount (111) totalDocumentImageViewsDelivered (112)	1/1		Summary information for the file.	
107	totalCollectionCount	Numeric	documentSummaryInfo (106)	n/a	1/1	1	Number of collections in the file.	1
108	totalBatchCount	Numeric	documentSummaryInfo (106)	n/a	1/1	1	Number of batches in the file.	
109	totalltemCount	Numeric	documentSummaryInfo (106)	n/a	1/1	10	Number of items in the file.	
110	totalCouponCount	Numeric	documentSummaryInfo (106)	n/a	1/1	10	Number of coupons in the file.	R D
111	totalDocumentAmount	Numeric	documentSummaryInfo (106)	n/a	1/1	15	Total amount of items in the file. Includes decimal places but no decimal point, commas, or dollar sign. For example, 1234567 would be the entry for \$12,345.67.	
112	totalDocumentImageViewsDelivered	Numeric	documentSummaryInfo (106)	n/a	1/1		Number of image files for items in the file.	

Sample XML with ZIP file — paid checks

```
<?xml version="1.0" encoding="UTF-8" ?>
    <bdd><bdiData></bd>
2
      <documentControlInfo>
3
        <documentInfo>
          <docDescription>Check images and data for ABC Corp, account number 1234567890</docDescription>
5
            <ID>20110918145003</ID>
 6
          </docID>
          <docModifier>ABCCORP</docModifier>
          <docCreateDate>2011-09-18</docCreateDate>
q
          <docCreateTime>07:20:00-0800</docCreateTime>
10
          <standardVersion>1.0</standardVersion>
          <testIndicator>0</testIndicator>
11
          <resendIndicator>0</resendIndicator>
        </documentInfo>
13
        <sourceInfo>
14
          <sourceName>Wells Fargo IFT</sourceName>
15
          <sourceID>
            <id0ther>WellsFargoIFT</id0ther>
16
          </sourceID>
        </sourceInfo>
17
        <destinationInfo>
          <destinationName>ABCCORP</destinationName>
19
          <destinationID>
20
            <id0ther>WQA01</id0ther>
          </destinationID>
        </destinationInfo>
      </documentControlInfo>
21
      <checkItemCollection>
22
        <collectionInfo>
23
          <description>Items</description>
          <ID>1234567890</ID>
24
          <Classification>
26
            <classification>Items</classification>
          </Classification>
        </collectionInfo>
31
        <checkItemBatch>
          <checkItemBatchInfo>
33
            <description>Paid Checks</description>
34
            <ID>01</ID>
35
            <Classification>
              <classification>Paid Checks</classification>
            </Classification>
          </checkItemBatchInfo>
45
          <checkItem>
46
            <checkItemType>check/checkItemType>
            <checkAmount>100</checkAmount>
            <nonMICRCheckData>
50
              <legalAmount>100</legalAmount>
51
              <issueDate>2011-09-12</issueDate>
              <other>ARP optional data field
            </nonMICRCheckData>
            <postingInfo>
54
              <date>2011-09-18</date>
55
              <RT>091000019</RT>
56
              <accountNumber>1234567890</accountNumber>
              <seqNum>000001</seqNum>
              <trancode>001051</trancode>
59
              <amount>100</amount>
              <serialNumber>1001111
```

```
</postingInfo>
71
             <totalImageViewsDelivered>2</totalImageViewsDelivered>
72
             <imageView>
73
               <imageIndicator>Actual Item Image Present</imageIndicator>
74
               <imageViewInfo>
75
                 <Format>
                   <Baseline>TIF</Baseline>
76
                 </Format>
77
                 <Compression>
78
                   <Baseline>CCITT</Baseline>
                 </Compression>
                 <ViewSide>Front</ViewSide>
79
80
                 <imageViewLocator>
81
                   <imageRefKey>Imagela.tiff</imageRefKey>
82
                   <imageFileLocator>FileName.zip</imageFileLocator>
                 </imageViewLocator>
               </imageViewInfo>
74
               <imageViewInfo>
75
                 <Format>
76
                   <Baseline>TIF</Baseline>
                 </Format>
77
                 <Compression>
78
                   <Baseline>CCITT</Baseline>
                 </Compression>
79
                 <ViewSide>Rear</ViewSide>
80
                 <imageViewLocator>
81
                   <imageRefKey>Image1b.tiff</imageRefKey>
82
                   <imageFileLocator>FileName.zip</imageFileLocator>
                 </imageViewLocator>
               </imageViewInfo>
             </imageView>
          </checkItem>
45
          <checkItem>
46
             <checkItemType>check</checkItemType>
48
             <checkAmount>200</checkAmount>
49
             <nonMICRCheckData>
50
               <legalAmount>200</legalAmount>
51
               <issueDate>2011-09-13</issueDate>
52
               <other>ARP optional data field</other>
             </nonMICRCheckData>
53
             <postingInfo>
54
               <date>2011-09-18</date>
55
               <RT>091000019</RT>
56
               <accountNumber>1234567890</accountNumber>
57
               <seqNum>000002</seqNum>
58
               <trancode>001051</trancode>
59
               <amount>200</amount>
60
               <serialNumber>1002222/serialNumber>
             </postingInfo>
71
             <totalImageViewsDelivered>2</totalImageViewsDelivered>
72
             <imageView>
73
               <imageIndicator>Actual Item Image Present</imageIndicator>
74
               <imageViewInfo>
75
                 <Format>
76
                   <Baseline>TIF</Baseline>
                 </Format>
                 <Compression>
77
78
                   <Baseline>CCITT</Baseline>
                 </Compression>
79
                 <ViewSide>Front</ViewSide>
80
                 <imageViewLocator>
81
                   <imageRefKey>Image2a.tiff</imageRefKey>
82
                   <imageFileLocator>FileName.zip</imageFileLocator>
                 </imageViewLocator>
               </imageViewInfo>
74
               <imageViewInfo>
```

```
75
                                                      <Format>
   76
                                                            <Baseline>TIF</Baseline>
                                                      </Format>
   77
                                                      <Compression>
   78
                                                            <Baseline>CCITT</Baseline>
                                                      </Compression>
                                                      <ViewSide>Rear</ViewSide>
   79
   80
                                                      <imageViewLocator>
                                                            <imageRefKey>Image2b.tiff</imageRefKey>
   81
   82
                                                            <imageFileLocator>FileName.zip</imageFileLocator>
                                                      </imageViewLocator>
                                               </imageViewInfo>
                                          </imageView>
                                   </checkItem>
                                   <checkItemBatchSummary>
   95
   96
                                          <totalItemCount>2</totalItemCount>
   98
                                          <totalBatchAmount>300</totalBatchAmount>
   99
                                          <totalBatchImageViewsDelivered>4</totalBatchImageViewsDelivered>
                                   </checkItemBatchSummary>
                             </checkItemBatch>
100
                             <collectionSummarv>
101
                                   <totalBatchCount>1</totalBatchCount>
102
                                   <totalItemCount>2</totalItemCount>
                                   <totalCollectionAmount>300</totalCollectionAmount>
104
105
                                   <\!total Collection I mage Views Delivered \!\!>\!\! 4 \!\!<\!\! /total Collection I mage Views Delivered \!\!>\!\! 4 \!\!<\!\! /total Collection I mage Views Delivered \!\!>\!\! 4 \!\!<\!\! /total Collection I mage Views Delivered \!\!>\!\! 4 \!\!<\!\! /total Collection I mage Views Delivered \!\!>\!\! 4 \!\!<\!\! /total Collection I mage Views Delivered \!\!>\!\! 4 \!\!<\!\! /total Collection I mage Views Delivered \!\!>\!\! 4 \!\!<\!\! /total Collection I mage Views Delivered \!\!>\!\! 4 \!\!<\!\! /total Collection I mage Views Delivered \!\!>\!\! 4 \!\!<\!\! /total Collection I mage Views Delivered \!\!>\!\! 4 \!\!<\!\! /total Collection I mage Views Delivered \!\!>\!\! 4 \!\!<\!\! /total Collection I mage Views Delivered \!\!>\!\! 4 \!\!<\!\! /total Collection I mage Views Delivered \!\!>\!\! 4 \!\!<\!\! /total Collection I mage Views Delivered \!\!>\!\! 4 \!\!<\!\! /total Collection I mage Views Delivered \!\!>\!\! 4 \!\!<\!\! /total Collection I mage Views Delivered \!\!>\!\! 4 \!\!<\!\! /total Collection I mage Views Delivered \!\!>\!\! 4 \!\!<\!\! /total Collection I mage Views Delivered \!\!>\!\! 4 \!\!<\!\! /total Collection I mage Views Delivered \!\!>\!\! 4 \!\!<\!\! /total Collection I mage Views Delivered \!\!>\!\! 4 \!\!<\!\! /total Collection I mage Views Delivered \!\!>\!\! 4 \!\!<\!\! /total Collection I mage Views Delivered \!\!>\!\! 4 \!\!<\!\! /total Collection I mage Views Delivered \!\!>\!\! 4 \!\!<\!\! /total Collection I mage Views Delivered \!\!>\!\! 4 \!\!<\!\! /total Collection I mage Views Delivered \!\!>\!\! 4 \!\!<\!\! /total Collection I mage Views Delivered \!\!>\!\! 4 \!\!<\!\! /total Collection I mage Views Delivered \!\!>\!\! 4 \!\!<\!\! /total Collection I mage Views Delivered \!\!>\!\! 4 \!\!<\!\! /total Collection I mage Views Delivered \!\!>\!\! 4 \!\!<\!\! /total Collection I mage Views Delivered \!\!>\!\! 4 \!\!<\!\! /total Collection I mage Views Delivered \!\!>\!\! 4 \!\!<\!\! /total Collection I mage Views Delivered \!\!>\!\! 4 \!\!<\!\! /total Collection I mage Views Delivered \!\!>\!\! 4 \!\!<\!\! /total Collection I mage Views Delivered \!\!>\!\! 4 \!\!>\!\! 4 \!\!>\!\! 4 \!\!>\!\! 4 \!\!>\!\! 4 \!\!>\!\! 4 \!\!>\!\! 4 \!\!>\!\! 4 \!\!>\!\! 4 \!\!>\!\! 4 \!\!>\!\! 4 \!\!>\!\! 4 \!\!>\!\! 4 \!\!>\!\! 4 \!\!>\!\! 4 \!\!>\!\! 4 \!\!>\!\! 4 \!\!>\!\! 4 \!\!>\!\! 4 \!\!>\!\! 4 \!\!>\!\! 4 \!\!>\!\! 4 \!\!>\!\! 4 \!\!>
                             </collectionSummary>
                       </checkItemCollection>
106
                       <documentSummaryInfo>
107
                             <totalCollectionCount>1</totalCollectionCount>
108
                             <totalBatchCount>1</totalBatchCount>
109
                             <totalItemCount>2</totalItemCount>
111
                             <totalDocumentAmount>300</totalDocumentAmount>
112
                             <totalDocumentImageViewsDelivered>4</totalDocumentImageViewsDelivered>
                       </documentSummaryInfo>
                </bdiData>
```

Sample XML with ZIP file — returned items

```
<?xml version="1.0" encoding="UTF-8" ?>
    <BdiData>
      <documentControlInfo>
3
        <documentInfo>
          <docDescription>IFI Returned Items for ABC Corp,file setup ID 84</docDescription>
 4
          <docDescription>Business date : 09/18/11</docDescription>
 4
          <docDescription>Run ID : MR396SR3727FS84</docDescription>
5
          <docID>
 6
            <id>20110918145004</id>
 7
          <docModifier>ABCCORP</docModifier>
8
          <docCreateDate>2011-09-18</docCreateDate>
9
          <docCreateTime>07:20:00-0800</docCreateTime>
          <standardVersion>1.0</standardVersion>
10
11
          <testIndicator>0</testIndicator>
12
          <resendIndicator>0</resendIndicator>
        </documentInfo>
13
        <sourceInfo>
          <sourceName>Wells Fargo IFT</sourceName>
15
            <id0ther>WellsFargoIFT</id0ther>
          </sourceId>
        </sourceInfo>
17
        <destinationInfo>
18
          <destinationName>ABCCORP</destinationName>
19
          <destinationId>
20
            <id0ther>WQA01</id0ther>
          </destinationId>
        </destinationInfo>
      </documentControlInfo>
21
      <checkItemCollection>
22
        <collectionInfo>
          <description>Returned Items</description>
24
          <ID>1234567890</ID>
25
          <classification>
            <classification>Returned Items</classification>
26
          </classification>
27
          <accountDataInfo>
28
            <accountData>
29
              <label>Reported Date</label>
               <value>2011-09-14 </value>
30
            </accountData>
            <accountData>
29
              <label>Bank ID</label>
               <value>091000019</value>
30
            </accountData>
            <accountData>
29
               <label>Bank Name</label>
30
               <value>WELLS FARGO BANK, N.A. </value>
            </accountData>
28
            <accountData>
              <label>State</label>
30
               <value>MN </value>
            </accountData>
28
            <accountData>
29
              <label>Account Number</label>
               <value>1234567890 </value>
            </accountData>
28
            <accountData>
              <label>Account Type</label>
```

```
30
               <value>DDA </value>
             </accountData>
28
             <accountData>
29
               <label>Account Name</label>
30
               <value>ABC Corp</value>
             </accountData>
             <accountData>
28
29
               <label>Currency</label>
30
               <value>USD </value>
             </accountData>
28
             <accountData>
               <label>Location</label>
29
30
               <value> </value>
             </accountData>
          </accountDataInfo>
        </collectionInfo>
31
        <checkItemBatch>
32
          <checkItemBatchInfo>
33
             <description>Returned Items</description>
34
             <ID>1234567890</ID>
35
             <classification>
36
               <classification>Returned Items</classification>
             </classification>
37
             <depositDataInfo>
41
             <depositDiscDataInfo>
42
               <depositDiscData>
43
                 <label>CEO ID</label>
44
                 <value>ABCCORP</value>
               </depositDiscData>
42
               <depositDiscData>
                 <label>DEPOSIT BAG NO</label>
43
44
                 <value>1234567</value>
               </depositDiscData>
42
               <depositDiscData>
43
                 <label>DEPOSIT NAME</label>
                 <value>Deposit 1</value>
               </depositDiscData>
42
               <depositDiscData>
                 <label>DEPOSITED BY</label>
43
                 <value>JPS</value>
               </depositDiscData>
42
               <depositDiscData>
43
                 <label>CREATED BY</label>
44
                 <value>BRJ</value>
               </depositDiscData>
             <depositDiscDataInfo>
          </checkItemBatchInfo>
45
          <checkItem>
46
             <checkItemType>Check/checkItemType>
48
             <checkAmount>10000/checkAmount>
71
             <totalImageViewsDelivered>2</totalImageViewsDelivered>
72
             <imageView>
73
               <imageIndicator>Actual Item Present</imageIndicator>
74
               <imageViewInfo>
75
                 <Format>
76
                   <Baseline>PNG</Baseline>
                 </Format>
79
                 <viewSide>Front</viewSide>
80
                 <imageViewLocator>
                   <imageRefKey>201109140001000200030003 Front.png</imageRefKey>
81
82
                   <imageFileLocator>FileName.zip</imageFileLocator>
                 </imageViewLocator>
               </imageViewInfo>
             </imageView>
72
             <imageView>
73
               <imageIndicator>Actual Item Present</imageIndicator>
```

```
74
               <imageViewInfo>
75
                 <Format>
                   <Baseline>PNG</Baseline>
76
                 </Format>
79
                 <viewSide>Rear</viewSide>
80
                 <imageViewLocator>
                   <imageRefKey>201109140001000200030003 Rear.png
81
82
                   <imageFileLocator>FileName.zip</imageFileLocator>
                 </imageViewLocator>
               </imageViewInfo>
             </imageView>
             <itemDataInfo>
83
84
               <itemdata>
85
                 <label>Item ID</label>
86
                 <value>112233445566778 </value>
               </itemdata>
84
               <itemdata>
85
                 <label>Item Type</label>
                 <value>PAPER </value>
86
               </itemdata>
84
               <itemdata>
85
                 <label>Disposition</label>
86
                 <value>Redeposit </value>
               </itemdata>
84
               <itemdata>
85
                 <label>Reason</label>
                 <value>A - NSF-Insuf Funds</value>
86
               </itemdata>
84
               <itemdata>
                 <label>Debit Amount</label>
85
                 <value>10000 </value>
86
               </itemdata>
84
               <itemdata>
                 <label>Credit Amount</label>
85
86
                 <value>0 </value>
               </itemdata>
84
               <itemdata>
85
                 <label>Deposit Date</label>
                 <value>2011-09-13 </value>
86
               </itemdata>
84
               <itemdata>
85
                 <label>Item Bank ID</label>
86
                 <value>111000222 </value>
               </itemdata>
84
               <itemdata>
85
                 <label>Item Account Number</label>
86
                 <value>1122334455 </value>
               </itemdata>
84
               <itemdata>
85
                 <label>Item Serial Number</label>
86
                 <value>12345 </value>
               </itemdata>
84
               <itemdata>
85
                 <label>Current Sequence Number</label>
86
                 <value>1230004568 </value>
               </itemdata>
84
               <itemdata>
85
                 <label>Original Sequence Number</label>
86
                 <value>1230004568 </value>
               </itemdata>
84
               <itemdata>
85
                 <label>ACH Company ID</label>
                 <value>6540654065 </value>
86
               </itemdata>
84
               <itemdata>
85
                 <label>Redeposit Count</label>
```

```
86
                  <value>1 </value>
               </itemdata>
 84
               <itemdata>
 85
                  <label>Location Number</label>
 86
                  <value>12345</value>
               </itemdata>
               <itemdata>
 84
                 <label>Batch ID</label>
 86
                  <value> </value>
               </itemdata>
 84
               <itemdata>
 85
                 <label>Deposit ID</label>
 86
                  <value>000000220345678 </value>
               </itemdata>
             </itemDataInfo>
 87
             <optionalDataInfo>
                <optionalData>
 89
                  <label>CUSTOMER NAME</label>
 90
                  <value>JAMES JOHNSON</value>
               </optionalData>
             </optionalDataInfo>
 91
             <discDataInfo/>
           </checkItem>
95
           <checkItemBatchSummary>
 96
             <totalItemCount>1</totalItemCount>
 98
             <totalBatchAmount>10000</totalBatchAmount>
 99
             <totalBatchImageViewsDelivered>2</totalBatchImageViewsDelivered>
           </checkItemBatchSummary>
         </checkItemBatch>
100
         <collectionSummary>
101
           <totalBatchCount>1</totalBatchCount>
102
           <totalItemCount>1</totalItemCount>
           <totalCollectionAmount>10000</totalCollectionAmount>
104
105
           <totalCollectionImageViewsDelivered>2</totalCollectionImageViewsDelivered>
         </collectionSummary>
       </checkItemCollection>
106
       <documentSummaryInfo>
107
         <totalCollectionCount>1</totalCollectionCount>
108
         <totalBatchCount>1</totalBatchCount>
109
         <totalItemCount>1</totalItemCount>
111
         <totalDocumentAmount>10000</totalDocumentAmount>
112
         <totalDocumentImageViewsDelivered>2</totalDocumentImageViewsDelivered>
       </documentSummaryInfo>
     </BdiData>
```

Sample XML with ZIP file — electronic deposits

```
<?xml version="1.0" encoding="UTF-8" ?>
    <BdiData>
2
      <documentControlInfo>
3
        <documentInfo>
 4
          <docDescription>IFI Electronic Deposit for ABC Corp,file setup ID 84</docDescription>
 4
          <docDescription>Business date : 09/18/11</docDescription>
 4
          <docDescription>Run ID : MR11SR9FS1</docDescription>
5
          <docID>
 6
            <id>20110918145005</id>
 7
          <docModifier>ABCCORP</docModifier>
8
          <docCreateDate>2011-09-18</docCreateDate>
9
          <docCreateTime>07:20:00-0800</docCreateTime>
          <standardVersion>1.0</standardVersion>
10
11
          <testIndicator>0</testIndicator>
12
          <resendIndicator>0</resendIndicator>
        </documentInfo>
13
        <sourceInfo>
          <sourceName>Wells Fargo IFT</sourceName>
15
            <id0ther>WellsFargoIFT</id0ther>
16
          </sourceId>
        </sourceInfo>
17
        <destinationInfo>
18
          <destinationName>ABCCORP</destinationName>
19
          <destinationId>
20
            <id0ther>WQA01</id0ther>
          </destinationId>
        </destinationInfo>
      </documentControlInfo>
21
      <checkItemCollection>
22
        <collectionInfo>
          <description>Deposited Items</description>
24
          <ID>1234567890</ID>
25
          <classification>
26
            <classification>Deposited Items</classification>
          </classification>
27
          <accountDataInfo>
28
            <accountData>
29
              <label>Reported Date</label>
               <value>2011-09-06 </value>
30
            </accountData>
            <accountData>
29
              <label>Bank ID</label>
               <value>091000019</value>
30
            </accountData>
            <accountData>
29
               <label>Account Number</label>
30
               <value>1234567890</value>
            </accountData>
28
            <accountData>
               <label>Account Type</label>
30
               <value>DDA </value>
            </accountData>
28
            <accountData>
29
              <label>Currency</label>
               <value>USD </value>
            </accountData>
            <accountData>
28
29
              <label>Location</label>
```

```
30
               <value> </value>
             </accountData>
           </accountDataInfo>
         </collectionInfo>
31
        <checkItemBatch>
32
           <checkItemBatchInfo>
33
             <description>Deposited Items</description>
34
             <ID>1234567890</ID>
35
             <classification>
36
               <classification>Deposited Items</classification>
             </classification>
37
             <depositDataInfo>
38
               <depositData>
39
                 <label>Business Date</label>
40
                 <value>2011-09-14 </value>
               </depositData>
38
               <depositData>
39
                 <label>As of Time</label>
40
                 <value>07:29:46-0800 </value>
               </depositData>
38
               <depositData>
39
                 <label>Bank ID</label>
40
                 <value>091000019 </value>
               </depositData>
38
               <depositData>
39
                 <label>Account Number</label>
40
                 <value>1234567890</value>
               </depositData>
38
               <depositData>
39
                 <label>Location</label>
                 <value> </value>
40
               </depositData>
               <depositData>
39
                 <label>Deposit Amount</label>
40
                 <value>10000 </value>
               </depositData>
38
               <depositData>
39
                 <label>Currency</label>
40
                 <value>USD </value>
               </depositData>
38
               <depositData>
39
                 <label>Customer Reference Number</label>
40
                 <value> </value>
               </depositData>
38
               <depositData>
39
                 <label>Deposit ID</label>
40
                 <value>000000220555077 </value>
               </depositData>
38
               <depositData>
39
                 <label>Deposit Creation Date</label>
40
                 <value>2011-09-14 </value>
               </depositData>
38
               <depositData>
39
                 <label>Deposit Effective Date</label>
40
                 <value>2011-09-14 </value>
               </depositData>
             </depositDataInfo>
41
             <depositDiscDataInfo>
42
               <depositDiscData>
43
                 <label>ACH CO ID</label>
44
                 <value>6540654065
               </depositDiscData>
42
               <depositDiscData>
                 <label>CEO ID</label>
43
44
                 <value>ABCCORP</value>
               </depositDiscData>
```

```
42
               <depositDiscData>
43
                 <label>DEPOSIT BAG NO</label>
                 <value>1234567</value>
               </depositDiscData>
42
               <depositDiscData>
43
                 <label>DEPOSIT NAME</label>
                 <value>Deposit 1</value>
               </depositDiscData>
             </depositDiscDataInfo>
          </checkItemBatchInfo>
45
          <checkItem>
46
             <checkItemType>Check/checkItemType>
48
             <checkAmount>10000</checkAmount>
71
             <\!totalImageViewsDelivered>\!2<\!/totalImageViewsDelivered>\!
72
             <imageView>
73
               <imageIndicator>Actual Item Present</imageIndicator>
74
               <imageViewInfo>
75
                 <Format>
                   <Baseline>TIF</Baseline>
76
                 </Format>
77
                 <Compression>
                   <Baseline>CCITT</Baseline>
78
                 </Compression>
79
                 <viewSide>Front</viewSide>
80
                 <imageViewLocator>
81
                   <imageRefKey>201109140001000200030004 Front.TIF</imageRefKey>
82
                   <imageFileLocator>FileName.zip</imageFileLocator>
                 </imageViewLocator>
               </imageViewInfo>
             </imageView>
72
             <imageView>
73
               <imageIndicator>Actual Item Present</imageIndicator>
74
               <imageViewInfo>
75
                 <Format>
76
                   <Baseline>TIF</Baseline>
                 </Format>
77
                 <Compression>
78
                   <Baseline>0</Baseline>
                 </Compression>
79
                 <viewSide>Rear</viewSide>
80
                 <imageViewLocator>
                   <imageRefKey>201109140001000200030004 Rear.TIF</imageRefKey>
81
82
                   <imageFileLocator>FileName.zip</imageFileLocator>
                 </imageViewLocator>
               </imageViewInfo>
             </imageView>
83
             <itemDataInfo>
84
              <itemdata>
85
                 <label>Capture Sequence Number</label>
86
                 <value>1 </value>
               </itemdata>
84
               <itemdata>
85
                 <label>Item Amount</label>
86
                 <value>10000</value>
               </itemdata>
84
               <itemdata>
85
                 <label>Item Type</label>
86
                 <value>Check </value>
               </itemdata>
84
               <itemdata>
                 <label>Batch ID</label>
85
86
                 <value>001 </value/>
               </itemdata>
               <itemdata>
85
                 <label>Reason</label>
86
                 <value>STANDARD PROCESSING </value>
```

```
</itemdata>
 84
                <itemdata>
                 <label>Item Account</label>
 85
 86
                 <value>111111111
               </itemdata>
               <itemdata>
 84
 85
                 <label>Item RTN</label>
 86
                 <value>123000456
                </itemdata>
 84
               <itemdata>
                 <label>Item Serial Number</label>
 85
 86
                 <value>2345</value>
               </itemdata>
 84
                <itemdata>
 85
                 <label>Item ID</label>
 86
                 <value>111 </value>
                </itemdata>
 84
                <itemdata>
                 <label>Deposit Creation Date</label>
 85
 86
                 <value>09/14/2011</value>
               </itemdata>
 84
               <itemdata>
 85
                 <label>Deposit Effective Date</label>
 86
                 <value>09/14/2011
               </itemdata>
 84
               <itemdata>
                 <label>As Of Time</label>
 86
                 <value>07:29:46</value>
                </itemdata>
 84
                <itemdata>
 85
                 <label>Item State</label>
 86
                 <value>MN </value>
               </itemdata>
 84
               <itemdata>
 85
                 <label>Item Bank Name</label>
                 <value>WELLS FARGO BANK, N.A. </value>
 86
                </itemdata>
 84
               <itemdata>
                 <label>Item Account Name</label>
 85
 86
                 <value/>
                </itemdata>
             </itemDataInfo>
 91
             <discDataInfo>
 92
               <discData>
                 <label>CUSTOMER NUMBER</label>
 93
 94
                 <value>1110222
               </discData>
             </discDataInfo>
           </checkItem>
 95
           <checkItemBatchSummary>
 96
             <totalItemCount>1</totalItemCount>
 97
             <totalCouponCount>0</totalCouponCount>
 98
             <totalBatchAmount>10000</totalBatchAmount>
 99
             <totalBatchImageViewsDelivered>2</totalBatchImageViewsDelivered>
           </checkItemBatchSummary>
         </checkItemBatch>
100
         <collectionSummary>
101
           <totalBatchCount>1</totalBatchCount>
102
           <totalItemCount>1</totalItemCount>
103
           <totalCouponCount>0</totalCouponCount>
104
           <totalCollectionAmount>10000</totalCollectionAmount>
105
           <totalCollectionImageViewsDelivered>2</totalCollectionImageViewsDelivered>
         </collectionSummary>
       </checkItemCollection>
106
       <documentSummaryInfo>
107
         <totalCollectionCount>1</totalCollectionCount>
```

Sample XML with ZIP file — third-party drafts

```
<?xml version="1.0" encoding="UTF-8" ?>
     <bdd><bdiData></bd>
       <documentControlInfo>
            <docDescription>Third Party Draft images and data for ABC Corp, account number
1234567890</docDescription>
            <docID>
  5
  6
              <ID>20110918145123</ID>
            </docID>
            <docModifier>ABCCORP</docModifier>
  8
            <docCreateDate>2011-09-18</docCreateDate>
            <docCreateTime>07:20:00-0800</docCreateTime>
            <standardVersion>1.0</standardVersion>
 11
            <testIndicator>0</testIndicator>
 12
            <resendIndicator>0</resendIndicator>
          </documentInfo>
 13
          <sourceInfo>
            <sourceName>Wells Fargo IFT</sourceName>
 15
              <id0ther>WellsFargoIFT</id0ther>
 16
            </sourceID>
          </sourceInfo>
 17
          <destinationInfo>
 18
            <destinationName>ABCCORP</destinationName>
 19
            <destinationID>
              <id0ther>ABCCORP</id0ther>
            </destinationID>
          </destinationInfo>
       </documentControlInfo>
 21
        <checkItemCollection>
 22
          <collectionInfo>
            <description>Items</description>
 24
            <ID>1234567890</ID>
 25
            <Classification>
              <classification>Items</classification>
 26
            </Classification>
          </collectionInfo>
 31
          <checkItemBatch>
 32
            <checkItemBatchInfo>
 33
              <description>Third Party Items</description>
              <ID>01</ID>
 35
                <classification>Intraday Items</classification>
              </Classification>
            </checkItemBatchInfo>
            <checkItem>
 46
              <checkItemType>Third Party Draft</checkItemType>
 48
              <checkAmount>100</checkAmount>
```

```
61
                            <intradayInfo>
  62
                                <date>2011-09-12</date>
                                <postingRT>10108929</postingRT>
  63
  64
                                <postingAccountNumber>1234567890</postingAccountNumber>
  65
                                <captureRT>10108929</captureRT>
                                <captureAccountNumber>12345678901234/captureAccountNumber>
  66
  67
                                <seqNum>000001</seqNum>
  68
                                <trancode>001051</trancode>
  69
                                <amount>100</amount>
  70
                                <serialNumber>1001111
                            </intradayInfo>
  71
                            <totalImageViewsDelivered>2</totalImageViewsDelivered>
  72
                            <imageView>
  73
                                <imageIndicator>Actual Item Image Present</imageIndicator>
  74
                                <imageViewInfo>
  75
                                    <Format>
  76
                                         <Baseline>TIF</Baseline>
                                    </Format>
  77
                                    <Compression>
                                         <Baseline>CCITT</Baseline>
  78
                                    </Compression>
  79
                                    <ViewSide>Front</ViewSide>
  80
                                    <imageViewLocator>
                                         <imageRefKey>201109120012003400056078900001 Front.TIF</imageRefKey>
  81
  82
                                         <imageFileLocator>FileName.zip</imageFileLocator>
                                    </imageViewLocator>
                                </imageViewInfo>
  74
                                <imageViewInfo>
  75
                                    <Format>
                                         <Baseline>TIF</Baseline>
  76
                                    </Format>
  77
                                    <Compression>
                                         <Baseline>CCITT</Baseline>
  78
                                    </Compression>
  79
                                    <ViewSide>Rear</ViewSide>
  80
                                    <imageViewLocator>
  81
                                         <imageRefKey>201109120012003400056078900001 Rear.TIF</imageRefKey>
  82
                                         <imageFileLocator>FileName.zip/imageFileLocator>
                                    </imageViewLocator>
                                </imageViewInfo>
                            </imageView>
                        </checkItem>
  95
                        <checkItemBatchSummary>
  96
                            <totalItemCount>1</totalItemCount>
                            <totalBatchAmount>100</totalBatchAmount>
  98
  99
                            <totalBatchImageViewsDelivered>2</totalBatchImageViewsDelivered>
                        </checkItemBatchSummary>
                    </checkItemBatch>
100
                    <collectionSummary>
101
                        <totalBatchCount>1</totalBatchCount>
102
                        <totalItemCount>1</totalItemCount>
104
                        <totalCollectionAmount>100</totalCollectionAmount>
105
                        <\!total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /total Collection I mage Views Delivered \!>\! 2 \!<\! /to
                    </collectionSummarv>
                </checkItemCollection>
106
                <documentSummaryInfo>
107
                    <totalCollectionCount>1</totalCollectionCount>
108
                    <totalBatchCount>1</totalBatchCount>
109
                    <totalItemCount>1</totalItemCount>
                    <totalDocumentAmount>100</totalDocumentAmount>
111
112
                    <totalDocumentImageViewsDelivered>2</totalDocumentImageViewsDelivered>
                </documentSummaryInfo>
           </bdiData>
```

Sample XML with ZIP file — empty (null) file

Empty files (also called "null" files) are generated when there are no items for your account or set of accounts. Null files are only available for electronic deposits and returned items.

The following is an example of an empty electronic deposits file. The number to the left of each line indicates the corresponding element number in the element specifications table.

```
<?xml version="1.0" encoding="UTF-8" ?>
    <BdiData>
2
      <documentControlInfo>
3
        <documentInfo>
 4
          <docDescription>IFI Electronic Deposit for ABC Corp,file setup ID 84</docDescription>
 4
          <docDescription>Business date : 09/18/11</docDescription>
          <docDescription>Run ID : MR455$R3877F$84</docDescription>
 4
5
          <docID>
 6
            <id>20110918145006</id>
7
          <docModifier>ABCCORP</docModifier>
          <docCreateDate>2011-09-18</docCreateDate>
8
9
          <docCreateTime>07:00:24-0800</docCreateTime>
          <standardVersion>1.0</standardVersion>
11
          <testIndicator>0</testIndicator>
12
          <resendIndicator>0</resendIndicator>
        </documentInfo>
13
        <sourceInfo>
          <sourceName>Wells Fargo IFT</sourceName>
15
          <sourceId>
            <id0ther>WellsFargoIFT</id0ther>
16
          </sourceId>
        </sourceInfo>
17
        <destinationInfo>
17
        <destinationInfo>
          <destinationName>ABCCORP</destinationName>
18
19
          <destinationId>
            <id0ther>WQA01</id0ther>
20
          </destinationId>
        </destinationInfo>
      </documentControlInfo>
21
      <checkItemCollection>
        <collectionInfo>
23
          <description>Deposited Items</description>
24
          <ID>1234567890</ID>
25
          <Classification>
26
            <classification>Deposited Items</classification>
          </Classification>
27
          <accountDataInfo>
28
            <accountData>
29
              <label>Reported Date</label>
               <value />
            </accountData>
28
            <accountData>
39
              <label>Bank ID</label>
               <value>091000019</value>
40
            </accountData>
28
            <accountData>
39
              <label>Account ID</label>
40
               <value>1234567890</value>
            </accountData>
            <accountData>
29
              <label>Account Type</label>
40
               <value>DDA</value>
```

```
</accountData>
   28
                                              <accountData>
                                                    <label>Currency</label>
   40
                                                    <value />
                                              </accountData>
   28
                                              <accountData>
   29
                                                    <label>Location</label>
   40
                                                     <value />
                                              </accountData>
                                      </accountDataInfo>
                                </collectionInfo>
100
                                <collectionSummary>
                                      <totalBatchCount>0</totalBatchCount>
101
102
                                      <totalItemCount>0</totalItemCount>
                                      \verb|<totalCouponCount>| 0 < / totalCouponCount>|
103
104
                                      <totalCollectionAmount>0</totalCollectionAmount>
105
                                       <totalCollectionImageViewsDelivered>0</totalCollectionImageViewsDelivered>
                                </collectionSummary>
                         </rd></rd></rd></rd>
106
                         <documentSummaryInfo>
                                <totalCollectionCount>1</totalCollectionCount>
107
108
                                <totalBatchCount>0</totalBatchCount>
109
                            <totalItemCount>0</totalItemCount>
110
                            <totalCouponCount>0</totalCouponCount>
111
                                <totalDocumentAmount>0</totalDocumentAmount>
112
                                <\!total Document I mage Views Delivered >\! 0 <\!/total Document Delivered >\! 0 <\!/total Delivered >\! 0 <\!/total Document Delivered >\! 0 <\!/total Delivered >
                         </documentSummaryInfo>
                  </BdiData>
```

XML with IMG files

XML specification

Specification table key

Element	Name of the element. The assigned number is for reference within the list. The indentation of the element name indicates the level of the element within the XML structure (see description for parent element, child elements).
Туре	 Aggregate — Element includes no data itself but consists of child elements. Attribute — Data for the preceding element, which is provided within the opening element tag. String — Data for the element is an alphanumeric string. Numeric — Data for the element is a numeric string. Date — Element defines a date. Time — Element defines a time for the associated date.
Parent element, child elements	Indicates the relationship of the element within the XML structure. All elements except the root element (WellsFargoImageFile) have a parent element, and all aggregate elements have child elements. The relationship of elements within the XML structure is also indicated by the indentation of the element name.
Card	Cardinality for each element as used in an Image File Import file. The first value is the minimum number of times the element can occur, and the second value is the maximum number of times the element can occur. For example: • 0/1 — The 0 indicates that the element may not occur, and the 1 indicates that the element will occur a maximum of one time. • 1/1 — The element is always included once. • 0/999999 — The element may not occur but can occur up to 999,999 times. Note that if a parent element is 0/1 and a child element is 1/1, the child element is only included if the parent is included.
Max	Maximum number of characters in the data supplied with the element in an Image File Import file.
Description	Description of the element.

$\it XML$ with $\it IMG-element$ specifications

Eleme	ent	Туре	Parent element	Child elements/attributes	Card	Max	Description
1 W	/ellsFargoImageFile	Aggregate	n/a	CUSTOMER_NUMBER (2) CREATE_DATE (3) CREATE_TIME (4) CURRENT_FILE (5) TOTAL_FILES (6) START_PDTE (7) END_PDTE (8) VOLID (9) ITEMS_IN_FILE (10) ITEM (11)	1/1		Root element.
2	CUSTOMER_NUMBER	String	WellsFargolmageFile (112)	n/a	1/1	12	Your customer number.
3	CREATE_DATE	Date	WellsFargolmageFile (112)	n/a	1/1	8	File creation date in YYYYMMDD format.
4	CREATE_TIME	Time	WellsFargolmageFile (112)	n/a	1/1	6	File creation time in HHMMSS format.
5	CURRENT_FILE	Numeric	WellsFargolmageFile (112)	n/a	1/1	2	If this is a multi-batch file, the current batch number.
6	TOTAL_FILES	Numeric	WellsFargolmageFile (112)	n/a	1/1	2	Total number of batches in the transmission.
7	START_PDTE	Date	WellsFargolmageFile (112)	n/a	1/1	6	Beginning date for the posting date range in YYMMDD format.
8	END_PDTE	Date	WellsFargoImageFile (112)	n/a	1/1	6	Ending date for the posting date range in YYMMDD format.
9	VOLID	Numeric	WellsFargoImageFile (112)	n/a	1/1	16	Batch identifier (date, time, and batch number).
10	ITEMS_IN_FILE	Numeric	WellsFargolmageFile (112)	n/a	1/1	5	Number of items in the batch.

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Element		Туре	Parent element	Child elements/attributes	Card	Max	Description
	TEM	7.	Parent element WellsFargolmageFile (112)	Child elements/attributes ACCT (12) PDTE (13) STAT (14) TYPE (15) SOUR (16) PROD (17) SEQU (18) RT (19) SERL (20) AMNT (21) IDTE (22) DTYP (23) IKEY (24) SID (29)	Card 0/99999	Max	Description Information for an item.
12	ACCT	Numeric	ITEM (11)	SUMM_DESC (30) ISSU_DESC (31) IMAGES (32) n/a	1/1	18	Account number.
13	PDTE	Date	ITEM (11)	n/a	1/1	8	Posting date in YYYYMMDD format.
14	STAT	String	ITEM (11)	n/a	1/1	4	Posting status of the item. INTR Intraday item POST Posted item
15	ТҮРЕ	String	ITEM (11)	n/a	1/1	4	Debit/credit indicator. CRDT Credit DEBT Debit
16	SOUR	String	ITEM (11)	n/a	1/1	4	Source of the item. TRNC Transit check OTHR Other
17	PROD	String	ITEM (11)	n/a	1/1	4	Posting type. DEBT Debit GDDA General demand deposit account
18	SEQU	Numeric	ITEM (11)	n/a	1/1	12	Capture sequence number.
19	RT	Numeric	ITEM (11)	n/a	1/1	9	Routing/transit number. Will be 000000000 if unavailable.
20	SERL	String	ITEM (11)	n/a	1/1	15	Serial number of the check.

Elemen	t	Туре	Parent element	Child elements/attributes	Card	Max	Description
21	AMNT	Numeric	ITEM (11)	n/a	1/1	10	Amount of the item. Includes decimal places but no decimal point, commas, or dollar sign. For example, 1234567 would be the entry for \$12,345.67.
22	IDTE	Date	ITEM (11)	n/a	1/1	8	Issue date in YYYYMMDD format.
23	DTYP	String	ITEM (11)	n/a	1/1	4	Document type. TCHK Check TDEP Deposit slip
24	IKEY	Aggregate	ITEM (11)	DATE (25) SORT (26) SEQU (27) CYCL (28)	1/1		Image key
25	DATE	Date	IKEY (24)	n/a	1/1	8	Image key date in YYYYMMDD format.
26	SORT	Numeric	IKEY (24)	n/a	1/1	2	Image key sort number.
27	SEQU	Numeric	IKEY (24)	n/a	1/1	10	Image key sequence number.
28	CYCL	Numeric	IKEY (24)	n/a	1/1	2	Image key cycle number.
29	SID	Numeric	ITEM (11)	n/a	1/1	7	Sequential image number. This field provides a sequential, cumulative count of the total number of images in all batches for a transmission.
30	SUMM_DESC	String	ITEM (11)	n/a	1/1	300	Summary description.
31	ISSU_DESC	String	ITEM (11)	n/a	1/1	50	Issue description.
32	IMAGES	Aggregate	ITEM (11)	FRONT (33) BACK (40)	1/1		Groups the front and back images for an item.
33	FRONT	Aggregate	IMAGES (32)	KEY (34) TYPE (35) COLOR (36) BYTES (37) IMAGE_FILE (38) IMAGE_OFFSET (39)	1/1		Information for the front image.
34	KEY	Attribute	FRONT (33)	n/a	1/1	22	Key for the front image segment.
35	ТҮРЕ	String	FRONT (33)	n/a	1/1	3	Image type. Always TIF to indicate that the image is in TIFF format.
36	COLOR	String	FRONT (33)	n/a	1/1	1	Color type. Always B to indicate that the image is black and white.

Element		Туре	Parent element	Child elements/attributes	Card	Max	Description
37	BYTES	Numeric	FRONT (33)	n/a	1/1	5	Size of the image.
38	IMAGE_FILE	String	FRONT (33)	n/a	1/1	43	lmage file name.
39	IMAGE_OFFSET	Numeric	FRONT (33)	n/a	1/1	10	Offset pointer to the image segment in the image file. Indicates the exact number of bytes into the image file where this segment is found.
40	BACK	Aggregate	IMAGES (32)	KEY (41) TYPE (42) COLOR (43) BYTES (44) IMAGE_FILE (45) IMAGE_OFFSET (46)	1/1		Information for the back image.
41	KEY	Attribute	BACK (40)	n/a	1/1	22	Key for the back image segment.
42	ТҮРЕ	String	BACK (40)	n/a	1/1	3	Image type. Always TIF to indicate that the image is in TIFF format.
43	COLOR	String	BACK (40)	n/a	1/1	1	Color type. Always B to indicate that the image is black and white.
44	BYTES	Numeric	BACK (40)	n/a	1/1	5	Size of the image.
45	IMAGE_FILE	String	BACK (40)	n/a	1/1	43	lmage file name.
46	IMAGE_OFFSET	Numeric	BACK (40)	n/a	1/1	10	Offset pointer to the image segment in the image file. Indicates the exact number of bytes into the image file where this segment is found.

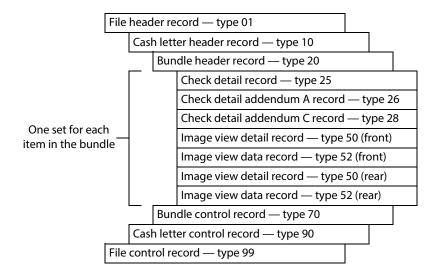
Sample XML with IMG file

```
<?xml version="1.0"?>
     <WellsFargoImageFile>
        <CUSTOMER NUMBER>987654321001</CUSTOMER NUMBER>
  3
        <CREATE_DATE>20110714</CREATE_DATE>
        <CREATE_TIME>090246</CREATE_TIME>
        <CURRENT FILE>01</CURRENT FILE>
        <TOTAL FILES>01</TOTAL FILES>
        <START PDTE>100712</START PDTE>
  8
        <END PDTE>100712</END PDTE>
        <VOLID>2011071409024601</V0LID>
 10
       <ITEMS_IN_FILE>00001</ITEMS_IN_FILE>
 11
       <ITEM>
 12
         <ACCT>000001234567891234</ACCT>
 13
          <PDTE>20110428</PDTE>
 14
          <STAT>POST</STAT>
 15
          <TYPE>DEBT</TYPE>
          <SOUR>TRNC</SOUR>
 16
 17
          <PROD>DEBT</PROD>
 18
          <SEQU>005780399891</SEQU>
          <RT>010200007</RT>
 20
          <SERL>000000003100220</SERL>
 21
          <AMNT>0000539000</AMNT>
 22
          <IDTE>20110628</IDTE>
 23
          <DTYP>TCHK</DTYP>
 24
          <IKEY>
            <DATE>20110428</DATE>
 26
            <SORT>00</SORT>
 27
            <SEQU>5780399891</SEQU>
            <CYCL>03</CYCL>
          </IKEY>
 29
          <SID>0000001</SID>
 30
          <SUMM_DESC></SUMM_DESC>
 31
          <ISSU_DESC></ISSU_DESC>
         <IMAGES>
33.34
           <FRONT KEY="2011042800578039989103">
 35
              <TYPE>TIF</TYPE>
               <COLOR>B</COLOR>
 36
 37
               <BYTES>012614</BYTES>
               <IMAGE FILE>U666666.C987654321.001.20110714.F010F01.IMG</IMAGE FILE>
              <IMAGE OFFSET>0000000268</IMAGE OFFSET>
            </FRONT>
           <BACK KEY="2011042800578039989103">
40,41
 42
              <TYPE>TIF</TYPE>
 43
               <COLOR>B</COLOR>
               <BYTES>007396</BYTES>
 45
               <IMAGE FILE>U666666.C987654321.001.20110714.F010F01.IMG</IMAGE FILE>
               <IMAGE_OFFSET>0000012882</IMAGE_OFFSET>
             </BACK>
          </IMAGES>
        </ITEM>
     </WellsFargoImageFile>
```

X9.37 files

Overview

The Image File Import X9.37 file format delivers information for third-party drafts. As shown in the following diagram below, each X9.37 file is comprised of records.



No	Record	Description	Max	See page
01	File header	Basic information about the file.	1 per file	48
10	Cash letter header	Basic information about the cash letter.	1 per file	49
20	Bundle header	Basic information about the bundle.	Many per file	50
25	Check detail	Check detail data.	40,000 per file	51
26	Check detail addendum A	Information about the bank of first deposit (BOFD). Only included if BOFD information is available.	1 per check	52
28	Check detail addendum C	Information about an endorsing bank. Only included if endorsing bank information is available. If a check has multiple endorsing banks, a separate record is provided for each bank.	Many per check	53
50	lmage view detail	Includes information identifying an image. If both front and rear images are included, a separate record is provided for each image.	2 per check	54
52	lmage view data	Includes binary data for an image. If both front and rear images are included, a separate record is provided for each image.	2 per check	55
70	Bundle control	Provides totals for the bundle.	1 per bundle header record	56
90	Cash letter control	Provides totals for the cash letter.	1 per file	56
99	File control	Provides totals for the file.	1 per file	57

Sample files

Sample Image File Import files in X9.37 format are available upon request.

Specification table key

Column	Description
No	Field number. Used for reference only.
Field	Field name.
Туре	• A — alpha characters, including spaces
	AN — alphanumeric
	N — numeric characters
	Binary — image binary data
Length	Field length.
Position	Position of the field within the record.
Description	Description of the field.

File header record — type 01

No	Field	Type	Length	Position	Description
1	Record type	N	2	1–2	Always 01.
2	Standard level	N	2	3–4	Always 03 .
3	Test file indicator	AN	1	5	Indicates whether this is a test or production file (T or P).
4	Immediate destination routing number	N	9	6–14	Wells Fargo routing/transit number.
5	Immediate origin routing number	N	9	15–23	Same as the immediate destination routing number.
6	File creation date	N	8	24–31	File creation date in YYYYMMDD format.
7	File creation time	N	4	32–35	File creation time in HHMM format (Mountain Time).
8	Resend indicator	AN	1	36	Indicates whether this file was sent previously. N Original file Y Corrected or re-created file
9	Immediate destination name	AN	18	37–54	Your company name. Left-justified, space-filled.
10	Immediate origin name	AN	18	55–72	Always WELLS FARGO BANK . Left-justified, space-filled.
11	File ID modifier	N	1	73	Always 1.
12	Country code	AN	2	74–75	Space-filled.
13	User field	AN	4	76–79	Space-filled.
14	Reserved indicator	AN	1	80	Space-filled.

Cash letter header record — type 10 $\,$

No	Field	Туре	Length	Position	Description
1	Record type	N	2	1–2	Always 10.
2	Collection type indicator	N	2	3–4	Always 01.
3	Destination routing number	N	9	5–13	Wells Fargo routing/transit number.
4	ECE institution routing number	N	9	14–22	Same as the destination routing number.
5	Cash letter business date	N	8	23–30	Transaction date in YYYYMMDD format.
6	Cash letter creation date	N	8	31–38	File creation date in YYYYMMDD format.
7	Cash letter creation time	N	4	39–42	Transaction date in HHMM format (Mountain Time).
8	Cash letter record type indicator	AN	1	43	Always I (uppercase "i").
9	Cash letter documentation type indicator	AN	1	44	Always G .
10	Cash letter ID	AN	8	45-52	YDDDxxxx format, where:
					• Y is the last digit of the year, such as 2 for 2012.
					 DDD is the Julian day of the year, such as 001 for January 1, 002 for January 2, and 365 for December 31 (non-leap year)
					 xxxx are system-generated characters
11	Originator contact name	AN	14	53-66	Always WELLS FARGO BA.
12	Originator contact phone number	AN	10	67–76	Space-filled.
13	Fed work type	AN	1	77	Space-filled.
14	User field	AN	2	78–79	Space-filled.
15	Reserved	AN	1	80	Space-filled.

Bundle header record — type 20

No	Field	Туре	Length	Position	Description
1	Record type	N	2	1–2	Always 20.
2	Collection type indicator	N	2	3–4	Always 01.
3	Destination routing number	N	9	5–13	Wells Fargo routing/transit number.
4	ECE institution routing number	N	9	14–22	Same as the destination routing number.
5	Bundle business date	N	8	23-30	Transaction date in YYYYMMDD format.
6	Bundle creation date	N	8	31–38	File creation date in YYYYMMDD format.
7	Bundle ID	AN	10	39–48	Space-filled.
8	Bundle sequence number	N	4	49–52	Four-digit number identifying the bundle. Will be 0001 for the first bundle and increment by one for each additional bundle in the file.
9	Cycle number	AN	2	53-54	Two-digit number representing the day of the week for the system date. Space-filled if no data. 01 Monday 02 Tuesday 03 Wednesday 04 Thursday 05 Friday
10	Return location routing number	N	9	55–63	Same as the destination routing number.
11	User field	AN	5	64-68	Space-filled.
12	Reserved	AN	12	69–80	Space-filled.

Check detail record — type 25

No	Field	Туре	Length	Position	Description
1	Record type	N	2	1–2	Always 25.
2	Auxiliary on-us	N	15	3–17	Check serial number from the MICR line on the check. Right-justified, zero-filled.
3	External processing code	AN	1	18	Space-filled.
4	Payor bank routing number	N	8	19–26	 Will be one of the following: Routing/transit number of the payor's bank on the check. If that is unavailable, Wells Fargo routing/transit number.
5	Payor bank routing number check digit	N	1	27	Ninth digit for the routing/transit number in payor bank routing number field.
6	On-us	AN	20	28–47	Account number from the MICR line on the check followed by a forward slash. Right-justified, zero-filled. Example: 0000000000100099922/
7	Item amount	N	10	48–57	Check amount with no decimal point and two cents digits. Right-justified, zero-filled. Example: 12500 would be \$125.00.
8	ECE institution item sequence number	N	15	58–72	Item sequence number assigned by Wells Fargo. Right-justified, zero-filled. Example: 000008169675324
9	Documentation type indicator	AN	1	73	Always G .
10	Electronic return acceptance indicator	AN	1	74	Always B .
11	MICR valid indicator	N	1	75	Always 1.
12	BOFD indicator	AN	1	76	Always U .
13	Check detail record addendum count	N	2	77–78	Count of type 26 and type 28 records associated with this check detail record. Right-justified, zero-filled.
14	Correction indicator	N	1	79	Correction indicator. O Not corrected Corrected
15	Archive type indicator	AN	1	80	Always B .

Check detail addendum A record — type 26

(endorsement) date 5 BOFD item sequence AN 15 21–35 BOFD reference number. Right-justified, zero filled. 6 Deposit account AN 18 36–53 Account number of the depositor at the BOF number at BOFD 7 BOFD deposit branch AN 5 54–58 Branch of the BOFD where the check was deposited. Left-justified, zero-filled.						
2 Check detail addendum N 1 3 Always 1. 3 Bank of first deposit N 9 4–12 Routing/transit number for the bank of first deposit. Right-justified, zero-filled. 4 BOFD business N 8 13–20 BOFD endorsement date in YYYYMMDD form (endorsement) date 5 BOFD item sequence AN 15 21–35 BOFD reference number. Right-justified, zero filled. 6 Deposit account AN 18 36–53 Account number of the depositor at the BOFD number at BOFD 7 BOFD deposit branch AN 5 54–58 Branch of the BOFD where the check was deposited. Left-justified, zero-filled.	No	Field	Type	Length	Position	Description
A record number 3 Bank of first deposit N 9 4–12 Routing/transit number for the bank of first deposit. Right-justified, zero-filled. 4 BOFD business N 8 13–20 BOFD endorsement date in YYYYMMDD form (endorsement) date 5 BOFD item sequence AN 15 21–35 BOFD reference number. Right-justified, zero filled. 6 Deposit account AN 18 36–53 Account number of the depositor at the BOFD number at BOFD 7 BOFD deposit branch AN 5 54–58 Branch of the BOFD where the check was deposited. Left-justified, zero-filled.	1	Record type	N	2	1–2	Always 26 .
(BOFD) routing number deposit. Right-justified, zero-filled. BOFD business N 8 13–20 BOFD endorsement date in YYYYMMDD form (endorsement) date BOFD item sequence N 15 21–35 BOFD reference number. Right-justified, zero filled. Deposit account N 18 36–53 Account number of the depositor at the BOFD Right-justified, zero-filled. BOFD deposit branch N 5 54–58 Branch of the BOFD where the check was deposited. Left-justified, zero-filled.	2		N	1	3	Always 1.
(endorsement) date 5 BOFD item sequence number	3		N	9	4–12	
number filled. 6 Deposit account AN 18 36–53 Account number of the depositor at the BOF number at BOFD Right-justified, zero-filled. 7 BOFD deposit branch AN 5 54–58 Branch of the BOFD where the check was deposited. Left-justified, zero-filled.	4	20.2 20.00	N	8	13–20	BOFD endorsement date in YYYYMMDD format.
number at BOFD Right-justified, zero-filled. 7 BOFD deposit branch AN 5 54–58 Branch of the BOFD where the check was deposited. Left-justified, zero-filled.	5	•	AN	15	21–35	BOFD reference number. Right-justified, zero-filled.
deposited. Left-justified, zero-filled.	6	•	AN	18	36–53	Account number of the depositor at the BOFD. Right-justified, zero-filled.
8 Pavee name AN 15 59–73 Pavee name Left-justified zero-filled	7	BOFD deposit branch	AN	5	54–58	
7 Tayee name 7 Tayee name 2 Early as a mean	8	Payee name	AN	15	59–73	Payee name. Left-justified, zero-filled.
9 Truncation indicator AN 1 74 Indicates whether the original check was truncated (converted) by the BOFD (Y or N).	9	Truncation indicator	AN	1	74	Indicates whether the original check was truncated (converted) by the BOFD (Y or N).
10 BOFD conversion AN 1 75 Conversion indicator. indicator	10		AN	1	75	Conversion indicator.
11 BOFD correction AN 1 76 Correction indicator. indicator	11		AN	1	76	Correction indicator.
12 User field AN 1 77 Space-filled.	12	User field	AN	1	77	Space-filled.
13 Reserved AN 3 78–80 Space-filled.	13	Reserved	AN	3	78–80	Space-filled.

Check detail addendum C record — type 28 $\,$

No	Field	Type	Length	Position	Description
1	Record type	N	2	1–2	Always 28.
2	Check detail addendum C record number	N	2	3–4	Will be 01 for the first addendum C (type 28) record associated with a check and increment for any additional type 28 records for the check.
3	Endorsing bank routing number	N	9	5–13	Routing/transit number for the endorsing bank. Right-justified, zero-filled.
4	Endorsing bank endorsement date	N	8	14–21	Endorsement date in YYYYMMDD format.
5	Endorsing bank item sequence number	N	15	22–36	Sequence number assigned by BOFD. Right-justified, zero-filled.
6	Truncation indicator	AN	1	37	Indicates whether the original check was truncated (converted) by the BOFD (Y or N).
7	Endorsing bank conversion indicator	AN	1	38	Conversion indicator provided by the endorsing bank.
8	Endorsing bank correction indicator	AN	1	39	Correction indicator provided by the endorsing bank.
9	Return reason	AN	1	40	Space-filled.
10	User field	AN	19	41–59	Space-filled.
11	Endorsing bank identifier	AN	1	60	Space-filled.
12	Reserved	AN	20	61–80	Space-filled.
	•				

Image view detail record — type 50

No	Field	Type	Length	Position	Description
1	Record type	N	2	1–2	Always 50.
2	lmage indicator	N	1	3	Indicates if an image is present. 0 Image not present 1 Image present
3	lmage creator routing number	N	9	4–12	Routing/transit number of financial institution that created the image. Right-justified, zero-filled.
4	Image creator date	N	8	13-20	Image date in YYYYMMDD format.
5	Image view format indicator	N	2	21–22	Always 00 (two zeros) to indicate the image is in TIFF format.
6	Image view compression algorithm identifier	N	2	23–24	Always 00 (two zeros) to indicate the image is in TIFF format.
7	lmage view data size	N	7	25–31	Number of bytes in the image data. Same as the length of image data field in the corresponding image view data (type 52) record. Rightjustified, zero-filled.
8	View side indicator	N	1	32	Indicates which side of the item is presented in the image. 0 Front 1 Rear
9	View descriptor	N	2	33-34	Always 00 (two zeros).
10	Digital signature indicator	N	1	35	Always 0 (zero).
11	Digital signature method	AN	2	36–37	Space-filled.
12	Security key size	AN	5	38-42	Space-filled.
13	Start of protected data	AN	7	43-49	Space-filled.
14	Length of protected data	AN	7	50–56	Space-filled.
15	Image recreate indicator	N	1	57	Always 0 (zero).
16	User field	AN	8	58–65	Indicates whether the image is black and white or grayscale. Always 0000000 (eight zeros) to indicate that the image is black and white.
17	Image TIFF variance indicator	AN	15	66	Space-filled.
18	Override indicator	AN	1	67	Space-filled.
19	Reserved	AN	13	68-80	Space-filled.
	-				-

Image view data record — type 52

No	Field	Туре	Length	Position	Description	
1	Record type	N	2	1–2	Always 52 .	
2	ECE institution routing number	N	9	3–11	Wells Fargo routing/transit number.	
3	Bundle business date	N	8	12–19	Transaction date in YYYYMMDD format.	
4	Cycle number	AN	2	20–21	Two-digit number representing the day of the week for the system date. Space-filled if no data. Same as cycle number field in the bundle header (type 20) record. 01 Monday 02 Tuesday 03 Wednesday 04 Thursday 05 Friday	
5	ECE institution item sequence number	N	15	22–36	Reference number assigned by Wells Fargo. Right-justified, zero-filled. Same as corresponding field in the check detail (type 25) record.	
6	Security originator name	AN	16	37–52	Space-filled.	
7	Security authenticator name	AN	16	53-68	Space-filled.	
8	Security key name	AN	16	69-84	Space-filled.	
9	Clipping origin	AN	1	85	Space-filled.	
10	Clipping coordinate h1	AN	4	86-89	Space-filled.	
11	Clipping coordinate h2	AN	4	90-93	Space-filled.	
12	Clipping coordinate v1	AN	4	94-97	Space-filled.	
13	Clipping coordinate v2	AN	4	98-101	Space-filled.	
14	Length of image reference key	N	4	102–105	Length of the data in the image reference key field. Will be 0000 if the image reference key field is not used.	
15	Image reference key	AN	Var	Var	Reference number assigned to the image by Wells Fargo.	
16	Length of digital signature	N	5	Var	Always 00000 (five zeros).	
17	Digital signature	Binary	Var	Var	Always 1.	
18	Length of image data	N	7	Var	Number of bytes in the image data. Same as the image view data size field in the corresponding image view data (type 50) record. Right-justified, zero-filled.	
19	Image data	Binary	Var	Var	Image binary data.	

Bundle control record — type 70

Ma	Field	Turan	ما العام ما ا	Docition	Description
No	rieiu	Type	Length	Position	Description
1	Record type	N	2	1–2	Always 70 .
2	Items within bundle count	N	4	3–6	Total number of check detail (Type 25) records in the bundle. Right-justified, zero-filled.
3	Bundle total amount	N	12	7–18	Total of item amount fields for check detail (Type 25) records in the bundle. Includes two cents digits but no decimal point. Right- justified, zero-filled.
4	MICR valid total amount	N	12	19–30	Total of item amount fields for check detail (Type 25) records in the bundle when the MICR value field in the type 25 record is 1. Includes two cents digits but no decimal point. Rightjustified, zero-filled.
5	Images within bundle count	N	5	31–35	Total number of image views in the bundle. Each image view detail (type 50) and image view data (type 52) record pair represents one image view. Right-justified, zero-filled.
6	User field	AN	20	36-55	Space-filled.
7	Reserved	AN	25	56-80	Space-filled.

Cash letter control record — type 90 $\,$

No	Field	Type	Length	Position	Description
1	Record type	N	2	1–2	Always 90.
2	Bundle count	N	6	3–8	Total number of bundle header (type 20) records in the cash letter. Right-justified, zero-filled.
3	Items within cash letter count	N	8	9–16	Total number of check detail (type 25) records in the cash letter. Right-justified, zero-filled.
4	Cash letter total amount	N	14	17–30	Total of item amount fields for check detail (type 25) records in the cash letter. Includes two cents digits but no decimal point. Right-justified, zero-filled.
5	Images within cash letter count	N	9	31–39	Total number of image views in the cash letter. Each image view detail (type 50) and image view data (type 52) record pair represents one image view. Right-justified, zero-filled.
6	ECE institution name	AN	18	40–57	Always WELLS FARGO BANK . Left-justified, space-filled.
7	Settlement date	N	8	58–65	Transaction date in YYYYMMDD format. Same as the cash letter business date in the cash letter header (type 10) record.
8	Reserved	AN	15	66-80	Space-filled.

File control record — type 99

No	Field	Type	Length	Position	Description
1	Record type	N	2	1–2	Always 99 .
2	Cash letter count	N	6	3–8	Total number of cash letter header (type 10) records in the file. Right-justified, zero-filled.
3	Total record count	N	8	9–16	Total number of records of all types in the file, including this file control record.
4	Total item count	N	8	17–24	Total number of check detail (type 25) records in the file. Right-justified, zero-filled.
5	File total amount	N	16	25–40	Total of item amount fields for check detail (type 25) records in the file. Includes two cents digits but no decimal point. Right-justified, zero-filled.
6	Immediate origin contact name	AN	14	41–54	Space-filled.
7	Immediate origin contact phone number	AN	10	55–64	Space-filled.
8	Reserved	AN	16	65–80	Space-filled.

PDF files

Sample paid checks PDF

File summary



Paid Check Data & Images

A Customer	ABC Corporation
CEO Customer ID	ABCCORP
Account number:	1234567890
Document created date:	September 24, 2011 at 7:05:02 AM PST
Type of items:	Check Posted Items
Created by:	Wells Fargo - Image File Import

Total IFI PDFs in this series*:	1
Current IFI PDF:	1 of 1
Total number of items for this series:	5
Amount total for this series:	\$97,142.97
Total number of images for this series:	5

^{*}Each IFI PDF contains a maximum of 1,000 items per account. If an account exceeds 1,000 items, multiple IFI PDFs will be created.

A	Customer	Your company.
(3)	CEO Customer ID	Your company's Commercial Electronic Office® customer ID.
Θ	Account number	Your company's Wells Fargo account used for the items in this PDF.
0	Document created date	Date and time the PDF was created.
•	Type of items	Type of items in the PDF.
•	Total IFI PDFs in this series	Each paid checks PDF can include a maximum of 1,000 items. If there are more than 1,000 items, Wells Fargo creates multiple PDF files, and this field indicates how many PDFs were created for those items.
(Current IFI PDF	If there are multiple PDFs, this identifies the current PDF.
0	Total number of items for this series	Number of items in the PDF or, if items are split between multiple PDFs, the number of items in the series of PDFs.
0	Amount total for this series	Total amount of items in the PDF or, if items are split between multiple PDFs, the total amount of items in the series of PDFs.

0	Total number of images for this series	split b	per of items with images in the PDF or, if items are etween multiple PDFs, the number of items with es in the series of PDFs.
		Note	An item with both front and back images counts as only one for this field.

$Detail\ summary$



O Detail Summary

Transaction Number	Serial	Issue Date	Posting Date	Account Number	Amount	Issue Amount	Additional Data/Payee Information
1	1001	09/15/2011	09/23/2011	1234567890	\$12,265.43	\$12,265.43	
2	2244	09/16/2011	09/23/2011	1234567890	\$15,000.00	\$15,000.00	
3	5432	09/16/2011	09/23/2011	1234567890	\$61,719.42	\$61,719.42	
4	3366	09/15/2011	09/23/2011	1234567890	\$7,772.56	\$7,772.56	
5	3838	09/17/2011	09/23/2011	1234567890	\$385.56	\$385.56	

Serial Click the serial number link to go to the detail page for that transaction.

Transaction detail and images



IMAGE FILE IMPORT

IFI PDF 1 of 1

Page 3 of 7



Transaction1

Return to Detail Summary Page

Posting Information

Serial Number: 1001 Posting Date: 09/23/2011 Amount: \$12,265.43 Account Number 1234567890

RT: 091000019

ARP Issue and Optional Data

Additional Data/Payee Information: Test

Front Image:

Back Image

A

Click to return to the Detail Summary page.

Sample electronic deposit PDF

Deposit summary, details, and recap



Run ID: MR123SR4567FS89

Trans ID: **123123** 09/22/2011 05:50 PM EST Image File Import ABC Corp Electronic Deposits As of 09/22/2011

WELLS FARGO BANK, N.A.

OPERATING ACCOUNT

Currency: USD
Bank: 09100

Bank: 091000019 Account: 1234567890(MN)

A Deposit Summary

Amount	Number of Items	Cust Ref Num	Location	Deposit ID
B <u>16,404.07</u>	11			0000001203456078
16,404.07	11	Deposit Total For A	ccount 1234567890	

Amount **O** Deposit Details

Deposit Creation Date: 09/22/2011

Deposit Effective Date: 09/22/2011

Deposit ID: 0000001203456078

ACH CO ID: 6540654065 CEO ID: ABCCORP DEPOSIT BAG NO: 1234567

DEPOSIT BAG NO: 1234567

DEPOSIT NAME: Deposit 1

Deposit Recap

Item Type	Amount	Number of Items	
() Check	7,711.07	5	
Customer Opt Out	3,659.05	4	
WF Smart Decision Service	4,052.02	1	
(Converted Check-ARC	8,693.00	6	
TOTALS FOR DEPOSIT	16,404.07	11	

A	Deposit Summary	Provides overall information for the deposit.
(3	Amount	For long reports, you can click this link to go to the Deposit Details section.
Θ	Deposit Details	Provides deposit-level detail information.
0	Back to Summary	For long reports, you can click this link to return to the Deposit Summary section.
•	Deposit Recap	Lists totals by category for items in the deposit.
•	Check	Lists totals for items processed as checks. If you use Wells Fargo services to convert checks to ACH transactions, items that are not converted to ACH are listed here by category.

Converted Check-ARC

Lists totals for items converted to ACH transactions. Checks can be converted to ARC (accounts receivable) or POP (point of purchase) ACH transactions.

Transaction detail and images



330.13

MR123SR4567FS89 Run ID:

Trans ID: 123123 09/22/2011 05:50 PM EST Image File Import

ABC Corp

Electronic Deposits As of 09/22/2011

Deposited Items List

Check Account: 09/22/2011 Check RTN: 400XXXX71 Check Serial Number: 3663

Capture Seq Num: 1

Type: Check

Reason: WF Smart Decision Service

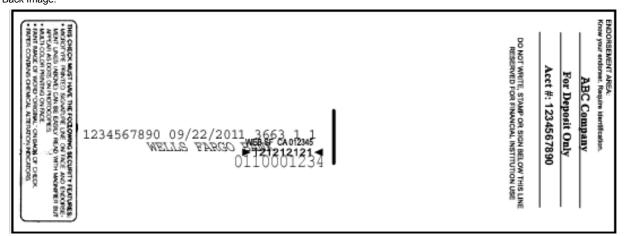
Batch ID: 001

Item ID: 92001002003456

Front Image:

AAA Company Investment Account 1221 Banker Street	Wells Fargo & Company 1 Stagecoach Drive Anytown, US 00000	003663
Anytown, CA 94999	Date	09/15/2011
Pay to the order of ABC Company	\$	330.13
Three hundred thirty and thirteen cents		Dollars
For	lohn	Smith
"400XXXX7}" 4560000456"	0	

Back Image:



0	Type	Identifies whether an item was processed as a check or converted to an ACH transaction.
0	Reason	Identifies the reason the item was processed as a check or converted to an ACH transaction.

Sample returned item PDF

Return summary and transaction details



Run ID: MR123SR4567FS99

Trans ID: **123123** 09/22/2011 05:50 PM EST Image File Import ABC Corp Electronic Deposits As of 09/25/2011

Currency: USD

Bank: 091000019 Account: 1234567890(MN) WELLS FARGO BANK, N.A.
OPERATING ACCOUNT

Redeposits reported 0.00 & above. Chargebacks reported 0.00 & above.

RCK Returns

Amount Amount Transaction Details

 330.13
 Disposition: Redeposit
 Bank ID: 400XXXX71

 Reason: A - NSF-Insuf Funds
 Account Number: 4560000456

 Location: 123
 Serial Number: 3663

Deposit Date: 09/22/2011

MAKER NAME: AAA COMPANY

ITEM ID: 92001002003456 CUSTOMER NAME: AAA COMPANY

TRANSACTION ID: 000002

CUSTOMER NAME: AAA COMPANY

DEPOSIT ID: 000000220333044 CEO ID: ABCCORP

DEPOSIT BAG NO: 12300456

DEPOSIT NAME: DEPOSIT 123456

DEPOSITED BY: JOHN SMITH

CREATED BY: JOHN SMITH

Front Image:

AAA Company Investment Account 1221 Banker Street	Wells Fargo & Company 1 Stagecoach Drive Anytown, US 00000
Anytown, CA 94999	Date 09/15/2011
Pay to the order of ABC Company	\$ 330.13
Three hundred thirty and thirteen cents	Dollars
<u>For</u>	John Smith
1:400XXXX?}:: 4560000456"	

Rear Image:

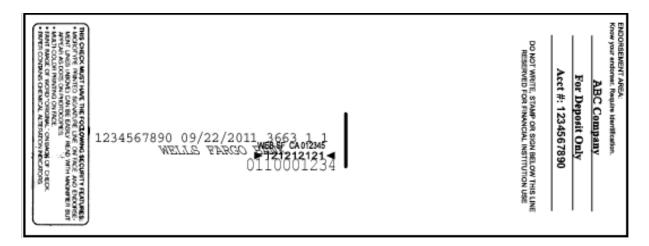
Transaction Details Provides information for a returned item.



Run ID: MR123SR4567FS99

Trans ID: **123123** 09/22/2011 05:50 PM EST Image File Import **ABC Corp**

Electronic Deposits As of 09/25/2011





	Reported	Reported	Suppressed	Suppressed	Total	Total
	Items	Amount	Items	Amount	Items	Amount
Chargeback:	0	0.00	0	0.00	0	0.00
Redeposit 1:	1	330.13	0	0.00	1	330.13
Redeposit 2:	0	0.00	0	0.00	0	0.00
Pending:	0	0.00	N/A	N/A	0	0.00
Total:	1	330.13	0	0.00	1	330.13
Grand Totals for	Returns for Acco	ount 1234567890 (USD)			
	Reported	Reported	Suppressed	Suppressed	Total	Total
	Items	Amount	Items	Amount	Items	Amount
Chargeback:	0	0.00	0	0.00	0	0.00
Redeposit 1:	1	330.13	0	0.00	1	330.13
Redeposit 2:	0	0.00	0	0.00	0	0.00
Pending:	0	0.00	N/A	N/A	0	0.00
Total:	1	330.13	0	0.00	1	330.13
Grand Totals for	Returns for Curr	ency (USD)				
	Reported	Reported	Suppressed	Suppressed	Total	Total
	Items	Amount	Items	Amount	Items	Amount
Chargeback:	0	0.00	0	0.00	0	0.00
Redeposit 1:	1	330.13	0	0.00	1	330.13
Redeposit 2:	0	0.00	0	0.00	0	0.00
Pending:	0	0.00	N/A	N/A	0	0.00
Total:	1	330.13	0	0.00	1	330.13

Sample PDF — empty (null) file

Empty files (also called "null" files) are generated when there are no items for your account or set of accounts. The following is an example of a PDF for an empty electronic deposits file.



Run ID: MR123SR4567FS89 **ABC Corp**

Trans ID: 123123 09/22/2011 05:50 PM EST

Image File Import

Electronic Deposits As of 09/22/2011

Currency:

Bank: 091000019 1234567890(MN) Account:

WELLS FARGO BANK, N.A. **OPERATING ACCOUNT**

No item data present for this record

Deposit Total for Currency

0.00

Confirmation files

As an optional feature, you can receive confirmation files for your Image File Import files. Confirmation files are available for all item types and all file format options.

Confirmation files are in plain text (.txt) format for paid check files and in comma-separated values (.csv) format for returned items, electronic deposits, and third-party drafts. The fields included in the confirmation file are the same for all item types.

The following table includes two examples of information provided in a confirmation file.

Field	Example 1	Example 2
Account Number	01234567890	01234567890
File 1	IFTSEDP20120604144720M001.zip	IFTSTPD20120604123456M001.X9.37
File 2	IFTSEDP20120604144720C001.xml	
Total Items Requested	4	4
Total Items Returned	4	4
Total Images Requested	8	8
Total Images Returned	8	8
Total Amount	\$6515.00	\$6515.00
File 3	IFTSEDP20120604144719P001.pdf	

The Field column lists the fields provided in each confirmation file. If you receive Image File Import files for multiple accounts, the confirmation file includes a separate row for each account.

Example 1 shows the information provided if you receive Image File Import data in both XML with ZIP and PDF formats.

- File 1 lists the ZIP file name.
- File 2 lists the XML file name.
- File 3 lists the PDF file name.

Example 2 shows the information provided if you receive Image File Import data in X9.37 format.

- File 1 lists the X9.37 file name.
- There are no other files provided, so File 2 and File 3 are empty.

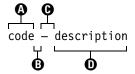
If you receive X9.37 or PDF files and the system splits a large file into multiple smaller files, the confirmation file includes only the last file name. For example, if the system split a large X9.37 file into two files, one with _001 and the other with _002 in the independent data portion of the file name, only the _002 file would be listed in the confirmation file. See File naming conventions on page 10 for more information about split file names.

Return reason codes

For returned items, if the label field for itemdata is **Reason**, the value field includes a return reason code and a brief description of the code.

The possible code/description entries for the value field depend on the type of returned item. The first table is for checks that were returned after being converted to ACH items with an SEC code of ARC (accounts receivable) or BOC (back office conversion). The second table lists the possible entries for all other types of items.

When the value field for itemdata contains a return reason code for a returned item, the data in the field is in the following format.



- Reason code. Will be one character or three characters (see the code lists below and on the following page).
- 1-3 spaces, depending on the type of code and other processing factors.
- **6** A hyphen and a space.
- Short description of the return reason.

Return reason codes for ARC and BOC returns

RO1 - INSUF FUND	Insufficient funds in receiver's account
RO2 - ACCT CLSED	Receiver's account is closed
RO3 - NO ACCOUNT	No account on file (RDFI is unable to locate account)
RO4 - INV ACCT	Invalid account number
RO6 - RETN ODFI	Returned at the request of Wells Fargo
RO7 — REVOKED	ACH authorization has been revoked by the receiver
RO8 - STOP PAY	Payment on this item has been stopped
RO9 — UNCOLLECT	Insufficient collected funds in the account being charged (uncollected)
R10 — NOT AUTH	Notice not provided, improper source document, amount not accurately obtained from source document
R11 - CHK TRUNC	Check truncation return
R12 - ACCT SOLD	Account sold to another financial institution
R13 - RFI INVAL	Invalid ACH routing number
R14 — PAYEE DEC	Representative payee deceased or cannot continue in that capacity
R15 — BENEF DEC	Beneficiary or account holder other than representative payee deceased

R16	- ACCT FROZE	Account funds have been frozen
R17	- RECD EDIT	Item returned because of invalid data; refer to addenda for information
D10		
R18	- IMP EFF DT	Improper effective date
R19	— AMT ERROR	Amount error — amount is zero or greater than \$25,000
R20	- NON-TRANS	Account does not allow ACH transactions or limit for transactions has been exceeded
R23	- PYMT REFUS	Credit entry refused by receiver
R24	- DUP ENTRY	Duplicate entry
R25	- ADD ERROR	Addenda record error
R26	- MAN FLD ER	Mandatory field error
R27	- TR NBR ERR	Trace number error
R28	- CHK DGT ER	Routing/transit number check digit error
R29	- NO CO AUTH	Corporate customer advises not authorized
R30	- NO SAFKEEP	RDFI not participant in check truncation program
R32	- NON-SETTLE	RDFI non-settlement
R34	- LIMIT PART	Limited participation ODFI
R35	- INV DR ENT	Return of improper debit entry
R36	- INV CR ENT	Return of improper credit entry
R37	- SOURCE DOC	Source document presented for payment
R38	- STOP PAY	Stop payment on source document
R39	- INV SRCDOC	Improper source document

Return reason codes for all other returns

1 - ACH Admin Return	Processed by the Wells Fargo ACH Administrative Returns service
3 - Warranty Breach	Check reported as unauthorized and returned under Breach of Warranty rules (Rule 8 or 9)
A — NSF 2nd Time	Insufficient funds in issuer's account when item was presented a second time
A - NSF-Insuf Funds	Insufficient funds in the issuer's account
A - RCK NSF1	Insufficient funds in the issuer's account when presented the first time as an ACH RCK item
A - RCK NSF2	Insufficient funds in the issuer's account when presented the second time as an ACH RCK item
B - UCF-Uncollect	Insufficient collected funds in the account being charged (uncollected)
C — Stop Payment	Stop payment placed on item
D — Closed Account	Issuer's account is closed

E - Unable to Locate	Unable to locate issuer's account
F - Frozen/Blocked	Issuer's account frozen or blocked
G - Stale Dated	Check is older than six months
H - Post Dated	Check date is a future date
I - Endorsement Missing	Missing, illegible, or invalid endorsement
J - Endorsement Irregular	Endorsement on back of check is irregular
K - Signature Missing	Check issuer signature missing
L - Signature Irregular	Check issuer signature does not match signature on file
M - Non-Cash Item	Item not a negotiable check
N - Alter/Fictitious	Check reported by issuer or issuer's financial institution as altered or fraudulent
O - Unable to Process	Unable to process physical item/mutilated such that critical payment information is missing
P - Exceed Stated Max	Item exceeds maximum amount
Q - Not Authorized	Unauthorized item, such as a draft
R - Branch/Acct Sold	Branch or account has been sold (divested)
S - Refer to Item	Refer to item
S - Refer to Maker	Contact issuer's financial institution for additional information
T - Stop Pay Suspect	Check identified as a possible stop payment
U — Unusable Image	Image replacement document presented for payment is unusable
V - Invalid Image	Image of item is invalid
W - Cannot Deter Amount	Amount cannot be verified
Z – Forgery	Check reported by issuer or issuer's financial institution as a forgery

Field mapping reference

Overview

The following tables identify how key fields from the Wells Fargo Electronic Deposit[®] (WFED) service and Desktop Deposit[®] service are used when reporting information in IFI files.

Deposit-level fields

The fields in this table provide information for the total deposit, which can consist of multiple items. These fields are mapped to IFI files for deposits only. Although some of these fields may be used for IFI returned item files, the values for those fields apply to the returned items only and are not mapped from the original deposit.

	WFED		Desktop Deposit field — XML with ZIP			IFI field — PDF
Record	Field name	Position	Desktop Deposit Heid	Element	Elem. no.	TITTIICIU — PDI
61	Amount of credit	3-14	Control Total /	depositData/value when depositData/Label is Deposit Amount	40	Deposit Summary —
			Deposit Amount			Amount
61	Credit account number	15-31	Deposit Account	checkItemCollection/collectionInfo/ID	24	Account
				accountData/value when accountData/label is Account	30	
				Number		
				checkItemBatch/checkItemBatchInfo/ID	34	
				depositData/value when depositData/Label is Account	40	
				Number		
61	Item sequence number	62-76	Confirmation number	depositData/value when depositData/Label is Deposit ID	40	Deposit ID
68	User data (discretionary	39-80	Deposit-level data,	depositDiscData/value (depositDiscData/label specifies the type	44	Deposit-level data fields as
	data)		such as Deposit Name	of discretionary data)		identified in the PDF
			and Bag Number.			

Item-level fields - deposited items

This table identifies how key fields are mapped for an individual item in a deposit.

	WFED		Desktop Deposit field	IFI field — XML with ZIP		IFI field — PDF
Record	Field name	Position	Desktop Deposit field	Element	Elem. no.	IITTICIU — TUI
25	Auxiliary on-us	3-17	Check No./Aux on-us	itemData/value when itemData/Label is Item Serial Number	86	Check Serial Number
				Note Leading zeros may be truncated.		
25	Payor bank routing number, payor bank routing number check digit	19-27	RTN	itemData/value when itemData/Label is Item RTN	86	Check RTN
25	On-us	28-47	Check Account	itemData/value when itemData/Label is Item Account	86	Check Account
25	Item amount	48-57	Item Amount	checkItem/CheckAmount	48	(Unlabeled in item detail)
				itemData/value when itemData/Label is Item Amount	86	
				Note Leading zeros may be truncated.		
25	Item sequence number	58-72	Item ID	itemData/value when itemData/Label is Item ID	86	Item ID
				Note Leading zeros may be truncated.		
68	User data (discretionary data)	39-80	Optional entry fields	discData/value (discData/label specifies the type of discretionary data)	94	Discretionary data fields as identified in the PDF

Item-level fields — returned items

This table identifies how key fields are mapped for a returned item.

	WFED		Desktop Deposit field	IFI field — XML with ZIP		IFI field — PDF
Record	Field name	Position	Desktop Deposit Held	Element	Elem. no.	TITTICIU — PUT
25	Auxiliary on-us	3-17	Check No./Aux on-us	itemData/value when itemData/Label is Item Serial Number	86	Serial Number
				Note Leading zeros may be truncated.		
25	Payor bank routing number, payor bank routing number check digit	19-27	RTN	itemData/value when itemData/Label is Item Bank ID	86	Bank ID
25	On-us	28-47	Check Account	itemData/value when itemData/Label is Item Account Number	86	Account Number
25	Item amount	48-57	Item Amount	checkItem/CheckAmount	48	Amount
				itemData/value when itemData/Label is Debit Amount	86	
				Note Leading zeros may be truncated.		
25	Item sequence number	58-72	Item ID	itemData/value when itemData/Label is Item ID	86	Item ID
				Note Leading zeros may be truncated.		
68	User data (discretionary data)	39-80	Optional entry fields	discData/value (discData/label specifies the type of discretionary data)	94	Discretionary data fields as identified in the PDF

Attachment B Depository Fee Schedule and Earnings History Form

FEE SCHEDULE City of San Marcos, Texas

Volume averages are from the past 12 months analyses. Volumes shown in bold are estimated for new services to be added.

AED D-4#	Pa-d	SERVICE		Dunnes: 4.5	Makes de No. 40 c
AFP Ref#	Service	Unit of Service	Monthly Average Volume	Proposed Fee	Notes (as applicable)
	Monthly Account Maintenance Fees				
	Account Maintenance - Master	Per Account	1	8.00	
	Account Maintenance - Subsidiary	Per Account	4	8.00	
	ZBA Accounts Maintenance – Master	Per Account	1		
	ZBA Account Maintenance – Subsidiary	Per Account	4	-	
	ZBA Account Transfers	Per Transfer			
	Money Market Account Maintenance	Per Account	4	8.00	
	Interest Bearing Account	Per Account	5	8.00	
	Non-Interest Bearing Accounts	Per Account	11	8.00	
	Investment Sweep	Per Month/Account			
	Master Account	Per Account	11	25.00	
	Swept Accounts	Per Account	4	25.00	
	Sweep Reporting	Per Account	11	-	
	Debits Posted	Per Item		0.10	electronic debits
	Credits Posted	Per Item		0.35	branch/cash vault deposit
	Debits/Credits Posted - Electronic	Per Item	12,800	0.10	
	Special Signature Required - Base Fee	Per Account			
	Special Signature Required - Items	Per Item			
		ON-LINE REPO	RTING		
VFP Ref#	On-Line Reporting	Unit of Service	Monthly Average Volume	Proposed Fee	Notes (as applicable)
	Other Monthly Maintenance Fees				
	Daily Balance Reporting Online	Per Account/Month	8	15.00	
	Detail Daily Reporting - Inter-Day Online	Per Account/Month	1	10.00	
	Detail Daily Reporting - Intra-day Online	Per Account/Month	1	10.00	
	Current Day Item	Per Item	2,388	0.05	
	Prior Day Item	Per Item	2,786	0.05	
	Image Retrieval	Per Item	100	0.05	
•	DDA Statement - Automated	Per Account	8	-	
	EDI Module		· · · · · · · · · · · · · · · · · · ·		
	Sweep Module - multi-account sweep info	Per Month	1	50.00	
	Sweep Module - multi-fund Investment Info	Per Month	1	50.00	
	Sweep Activity Report	Per Month	1	30.00	
			15	0.05	
	Online Images Retrieved	Per Item	25	0.05	
	Paid Item Inquiry - online	Per Item	18		
	Event Messaging	Per Item or Month		0.05	
	Statement All Items Report	Per Item	8	NA	
	Imaged E-Statement	Per Item			
		DEPOSITS			
FP Ref#	Deposits	Unit of Service	Monthly Average Volume		Notes (as applicable)
	Checks Deposited	Per Item	9,117	.05/.07	\$0.05 on us and \$0.07 non-on us
	General Checks Paid - Truncated	Per Item	1,799	0.08	
	Check Clearing Deposits - (non-remote)	Per Account	7	80.0	
	On-us	Per Item	250	0.05	includes encoding charge-for all it
	Local RCPC	Per Item		0.07	
	Local City Items	Per Item		0.07	
	Transit Clearing	Per Item		0.07	
	Local Statewide Clearing	Per Item		0.07	
	11th Fed Country	Per Item		0.07	
	Other 11th Fed City Items	Per Item		0.07	
	Other 11th Fed RCPC Items	Per Item		0.07	
FP Ref#	Vault Services	Unit of Service	Monthly Average Volume	Proposed Fee	Notes (as applicable)
	Encoding Charge	Per Item			
	Deposit Location Reporting	Per Month			
	Cash Deposits	Per Deposit	2,094	0.35	
	Night Deposit	Per Deposit	20	0.35	
	Cash Deposit Processing - Cash Amount per 1.000	Per \$1.000			
	Cash Deposit Processing - Cash Amount per 1,000 Currency Straps Supplied	Per \$1,000 Per Item (by \$\$ or strap)	1	.001 per \$1	
	Cash Deposit Processing - Cash Amount per 1,000 Currency Straps Supplied Coin Rolls Furnished	Per \$1,000 Per Item (by \$\$ or strap) Per Roll or Box	1	.001 per \$1	

	1		1	•	
2	Returns - Buy back	Per Item	53	3.00	
_	Return Reclear	Per Item			
_	Change Order - Banking Center	Per Item	1	1.00	
	Minimum Change Order	Per Item			
	Deposit Corrections	Per Item			
		VAULT SERVI	CES		A CONTRACTOR OF TAXABLE
AFP Ref#	Vault Services	Unit of Service	Monthly Average Volume	Proposed Fee	Notes (as applicable)
	Vault deposits	Per Item	250	0.35	
	coin/currency deposit Vault	Per \$100	3,800	0.50	\$0.50/\$1,000 cash deposited fee
	currency	Per \$100			
	mixed	Per Bag			
	Cash Deposits	Per Deposit			
	Night Deposit	Per Deposit			
	Cash Deposit Processing - Cash Amount per 1,000	Per \$1,000			
	Currency Straps Supplied	Per Item (by \$\$ or strap)	1	0.70	\$0.70per \$1000 by cash vault
	Coin Rolls Furnished	Per Roll or Box	1	0.05	by cash vault
	Currency Straps Supplied	Per Item (by \$\$ or strap)	1	0.70	î
	Coin Rolls Furnished	Per Roll or Box	1	0.05	
	Item Processing Deposit	Per Item	5	.05/.07	on us / non-us
	Returns - Chargebacks	Per Item	25	3.00	
	Change Order - Banking Center	Per Item	1	1.00	1
	Minimum Change Order	Per Item	'	1.00	1
10	manual Grange Order	Per item POSITIVE PA	AV		
AFP Ref #	Pacitive Pau	Unit of Service		Decreed For	N-4 (#
AFF ROI #	Positive Pay	Per Account/Month	Monthly Average Volume	Proposed Fee	
450.0.4#	Monthly Maintenance		3		no monthly fee; Part or Full ARP
AFP Ref#	ACH Processing	Unit of Service	Monthly Average Volume	Proposed Fee	
	Per item charge	Per Item Transmitted	1,200		per check issued for positive pay
	Notification Charges	Per Item	8	1.00	
	Reporting	Per Account/Month	3	-	no charge for Pos Pay module
	Transmission	Per Item	12		no charge for trans only the per it
	Imaging	Per Item/Transmission	4	0.02	wellimage required, per item char
-	Payee Positive Pay Maintenance	Per Account/Month	3	0.02	per item charge only
	Payee Positive Pay Maintenance	Per Account/Month ACH PROCESS		0.02	per item charge only
AFP Ref#	Payee Positive Pay Maintenance ACH Processing			0.02 Proposed Fee	per item charge only Notes (as applicable)
AFP Ref#		ACH PROCESS	SING		
AFP Ref#	ACH Processing	ACH PROCESS Unit of Service	SING Monthly Average Volume	Proposed Fee	
AFP Ref #	ACH Processing Monthly ACH Maintenance - online access	ACH PROCESS Unit of Service Per Account	Monthly Average Volume 8	Proposed Fee 15.00	
AFP Ref #	ACH Processing Monthly ACH Maintenance - online access Origination Item	ACH PROCESS Unit of Service Per Account	Monthly Average Volume 8	Proposed Fee 15.00 0.05	
AFP Ref#	ACH Processing Monthly ACH Maintenance - online access Origination Item Incoming (Received)	ACH PROCESS Unit of Service Per Account Per Item	Monthly Average Volume 8 5,800	Proposed Fee 15.00 0.05 0.01	
AFP Ref#	ACH Processing Monthly ACH Maintenance - online access Origination Item Incoming (Received) Debits	ACH PROCESS Unit of Service Per Account Per Item Per Item	Monthly Average Volume 8 5,800	Proposed Fee 15.00 0.05 0.01 0.10	
AFP Ref#	ACH Processing Monthly ACH Maintenance - online access Origination Item Incoming (Received) Debits Credits	ACH PROCESS Unit of Service Per Account Per Item Per Item	Monthly Average Volume 8 5,800	Proposed Fee 15.00 0.05 0.01 0.10	Notes (as applicable)
AFP Ref#	ACH Processing Monthly ACH Maintenance - online access Origination Item Incoming (Received) Debits Credits Outgoing	ACH PROCESS Unit of Service Per Account Per Item Per Item Per Item	Monthly Average Volume 8 5,800 90 372	Proposed Fee 15.00 0.05 0.01 0.10	Notes (as applicable)
AFP Ref#	ACH Processing Monthly ACH Maintenance - online access Origination Item Incoming (Received) Debits Credits Outgoing Debits	ACH PROCESS Unit of Service Per Account Per Item Per Item Per Item Per Item	Monthly Average Volume 8 5,800 90 372 1,269	Proposed Fee 15.00 0.05 0.01 0.10 0.10	Notes (as applicable)
AFP Ref#	ACH Processing Monthly ACH Maintenance - online access Origination Item Incoming (Received) Debits Credits Outgoing Debits Credits Credits File Origination Input Transmission - electronic	ACH PROCESS Unit of Service Per Account Per Item	Monthly Average Volume 8 5,800 90 372 1,269 1,813 6	Proposed Fee 15.00 0.05 0.01 0.10 0.10 0.10	Notes (as applicable)
AFP Ref#	ACH Processing Monthly ACH Maintenance - online access Origination Item Incoming (Received) Debits Credits Outgoing Debits Credits Credits Credits Credits Credits Credits Consumer On-Us Debits - electronic	ACH PROCESS Unit of Service Per Account Per Item	90 372 1,269 1,813 6 1,800	Proposed Fee 15.00 0.05 0.01 0.10 0.10 0.10 0.10 0.03	Notes (as applicable)
AFP Ref#	ACH Processing Monthly ACH Maintenance - online access Origination Item Incoming (Received) Debits Credits Outgoing Debits Credits Credits Credits Credits Credits Consumer On-Us Debits - electronic Consumer Off-Us Debits - electronic	ACH PROCESS Unit of Service Per Account Per Item	90 372 1,269 1,813 6 1,800 158	Proposed Fee 15.00 0.05 0.01 0.10 0.10 0.10 0.10 0.1	Notes (as applicable)
AFP Ref#	ACH Processing Monthly ACH Maintenance - online access Origination Item Incoming (Received) Debits Credits Outgoing Debits Credits Credits Credits Consumer On-Us Debits - electronic Consumer Off-Us Debits - electronic ACH Return Items - NOC	ACH PROCESS Unit of Service Per Account Per Item	90 372 1,269 1,813 6 1,800	Proposed Fee 15.00 0.05 0.01 0.10 0.10 0.10 0.10 0.03	Notes (as applicable)
AFP Ref#	ACH Processing Monthly ACH Maintenance - online access Origination Item Incoming (Received) Debits Credits Outgoing Debits Credits Credits Credits Cronsumer On-Us Debits - electronic Consumer Off-Us Debits - electronic ACH Return Items - NOC Deletions or Reversals	ACH PROCESS Unit of Service Per Account Per Item	90 372 1,269 1,813 6 1,800 158	Proposed Fee 15.00 0.05 0.01 0.10 0.10 0.10 0.10 0.1	Notes (as applicable)
AFP Ref#	ACH Processing Monthly ACH Maintenance - online access Origination Item Incoming (Received) Debits Credits Outgoing Debits Credits Credits Crorigination Input Transmission - electronic Consumer On-Us Debits - electronic Consumer Off-Us Debits - electronic ACH Return Items - NOC Deletions or Reversals ACH Addendum Record In/Out	ACH PROCESS Unit of Service Per Account Per Item	90 372 1,269 1,813 6 1,800 158	Proposed Fee 15.00 0.05 0.01 0.10 0.10 0.10 0.10 0.1	Notes (as applicable)
AFP Ref#	ACH Processing Monthly ACH Maintenance - online access Origination Item Incoming (Received) Debits Credits Outgoing Debits Credits Credits Credits Credits Consumer On-Us Debits - electronic Consumer Off-Us Debits - electronic ACH Return Items - NOC Deletions or Reversals ACH Addendum Record In/Out ACH standard reports - fax	ACH PROCES: Unit of Service Per Account Per Item	90 372 1,269 1,813 6 1,800 158 15	Proposed Fee 15.00 0.05 0.01 0.10 0.10 0.10 0.10 0.50 0.5	Notes (as applicable) fax or online reporting
AFP Ref#	ACH Processing Monthly ACH Maintenance - online access Origination Item Incoming (Received) Debits Credits Outgoing Debits Credits Credits Crorigination Input Transmission - electronic Consumer On-Us Debits - electronic Consumer Off-Us Debits - electronic ACH Return Items - NOC Deletions or Reversals ACH Addendum Record In/Out	ACH PROCES: Unit of Service Per Account Per Item	Monthly Average Volume 8 5,800 90 372 1,269 1,813 6 1,800 158 15	Proposed Fee 15.00 0.05 0.01 0.10 0.10 0.10 0.10 0.50 0.5	Notes (as applicable)
	ACH Processing Monthly ACH Maintenance - online access Origination Item Incoming (Received) Debits Credits Outgoing Debits Credits File Origination Input Transmission - electronic Consumer On-Us Debits - electronic Consumer Off-Us Debits - electronic ACH Return Items - NOC Deletions or Reversals ACH Addendum Record In/Out ACH standard reports - fax Filter and Blocks	ACH PROCESS Unit of Service Per Account Per Item Per Account/Month RECONCILIAT	Monthly Average Volume 8 5,800 90 372 1,269 1,813 6 1,800 158 15 0 12	Proposed Fee 15.00 0.05 0.01 0.10 0.10 0.10 0.03 0.05 0.50	Notes (as applicable) fax or online reporting stop or review option
	ACH Processing Monthly ACH Maintenance - online access Origination Item Incoming (Received) Debits Credits Outgoing Debits Credits File Origination Input Transmission - electronic Consumer On-Us Debits - electronic Consumer Off-Us Debits - electronic ACH Return Items - NOC Deletions or Reversals ACH Addendum Record In/Out ACH standard reports - fax Filter and Blocks Reconciliation	ACH PROCESS Unit of Service Per Account Per Item Per Account/Month RECONCILIAT Unit of Service	Monthly Average Volume 8 5,800 90 372 1,269 1,813 6 1,800 158 15 0 12 ION Monthly Average Volume	Proposed Fee 15.00 0.05 0.01 0.10 0.10 0.10 0.10 0.50 0.5	Notes (as applicable) fax or online reporting
	ACH Processing Monthly ACH Maintenance - online access Origination Item Incoming (Received) Debits Credits Outgoing Debits Credits File Origination Input Transmission - electronic Consumer On-Us Debits - electronic Consumer Off-Us Debits - electronic ACH Return Items - NOC Deletions or Reversals ACH Addendum Record In/Out ACH standard reports - fax Filter and Blocks Reconciliation Online Maintenance	ACH PROCESS Unit of Service Per Account Per Item Per Account/Month RECONCILIAT Unit of Service Per Account/Month	90 372 1,269 1,813 6 1,800 158 15	Proposed Fee 15.00 0.05 0.01 0.10 0.10 0.10 0.03 0.05 0.50 Froposed Fee	Notes (as applicable) fax or online reporting stop or review option
	ACH Processing Monthly ACH Maintenance - online access Origination Item Incoming (Received) Debits Credits Outgoing Debits Credits File Origination Input Transmission - electronic Consumer On-Us Debits - electronic Consumer Off-Us Debits - electronic ACH Return Items - NOC Deletions or Reversals ACH Addendum Record In/Out ACH standard reports - fax Filter and Blocks Reconciliation Online Maintenance Partial Recon Monthly Maintenance	ACH PROCESS Unit of Service Per Account Per Item Per Account/Month Unit of Service Per Account/Month	Monthly Average Volume 8 5,800 90 372 1,269 1,813 6 1,800 158 15 0 12 ION Monthly Average Volume	Proposed Fee 15.00 0.05 0.01 0.10 0.10 0.10 0.03 0.05 0.50	Notes (as applicable) fax or online reporting stop or review option
	ACH Processing Monthly ACH Maintenance - online access Origination Item Incoming (Received) Debits Credits Outgoing Debits Credits Credits File Origination Input Transmission - electronic Consumer On-Us Debits - electronic Consumer Off-Us Debits - electronic ACH Return Items - NOC Deletions or Reversals ACH Addendum Record In/Out ACH standard reports - fax Filter and Blocks Reconciliation Online Maintenance Partial Recon Monthly Maintenance Partial Recon without positive pay	ACH PROCESS Unit of Service Per Account Per Item Per Account/Month Per Account/Month Per Account/Month Per Item	90 372 1,269 1,813 6 1,800 158 15	Proposed Fee 15.00 0.05 0.01 0.10 0.10 0.10 0.10 0.03 0.05 0.50 Proposed Fee 35.00	Notes (as applicable) fax or online reporting stop or review option
	ACH Processing Monthly ACH Maintenance - online access Origination Item Incoming (Received) Debits Credits Outgoing Debits Credits Credits File Origination Input Transmission - electronic Consumer On-Us Debits - electronic Consumer Off-Us Debits - electronic ACH Return Items - NOC Deletions or Reversals ACH Addendum Record In/Out ACH standard reports - fax Filter and Blocks Reconciliation Online Maintenance Partial Recon Monthly Maintenance Partial Recon without positive pay Partial Recon with positive pay	ACH PROCESS Unit of Service Per Account Per Item Per Account/Month Per Account/Month Per Account/Month Per Item Per Item	90 372 1,269 1,813 6 1,800 158 15 0 12	Proposed Fee 15.00 0.05 0.01 0.10 0.10 0.10 0.03 0.05 0.50 Froposed Fee	Notes (as applicable) fax or online reporting stop or review option
	ACH Processing Monthly ACH Maintenance - online access Origination Item Incoming (Received) Debits Credits Outgoing Debits Credits Credits File Origination Input Transmission - electronic Consumer On-Us Debits - electronic Consumer Off-Us Debits - electronic ACH Return Items - NOC Deletions or Reversals ACH Addendum Record In/Out ACH standard reports - fax Filter and Blocks Reconciliation Online Maintenance Partial Recon Monthly Maintenance Partial Recon with positive pay Partial Recon Output	ACH PROCESS Unit of Service Per Account Per Item Per Account/Month Per Account/Month Per Account/Month Per Item Per Item Per Item Per Item Per Item	90 372 1,269 1,813 6 1,800 158 15 0 12 ION Monthly Average Volume 3 3 2,200 1,800	Proposed Fee 15.00 0.05 0.01 0.10 0.10 0.10 0.03 0.05 5.00 Proposed Fee 35.00 0.02	Notes (as applicable) fax or online reporting stop or review option
	ACH Processing Monthly ACH Maintenance - online access Origination Item Incoming (Received) Debits Credits Outgoing Debits Credits Credits File Origination Input Transmission - electronic Consumer On-Us Debits - electronic Consumer Off-Us Debits - electronic ACH Return Items - NOC Deletions or Reversals ACH Addendum Record In/Out ACH standard reports - fax Filter and Blocks Reconciliation Online Maintenance Partial Recon Monthly Maintenance Partial Recon without positive pay Partial Recon with positive pay	ACH PROCESS Unit of Service Per Account Per Item Per Account/Month Per Account/Month Per Account/Month Per Item Per Item	90 372 1,269 1,813 6 1,800 158 15 0 12	Proposed Fee 15.00 0.05 0.01 0.10 0.10 0.10 0.10 0.03 0.05 0.50 Proposed Fee 35.00	Notes (as applicable) fax or online reporting stop or review option
	ACH Processing Monthly ACH Maintenance - online access Origination Item Incoming (Received) Debits Credits Outgoing Debits Credits Credits File Origination Input Transmission - electronic Consumer On-Us Debits - electronic Consumer Off-Us Debits - electronic ACH Return Items - NOC Deletions or Reversals ACH Addendum Record In/Out ACH standard reports - fax Filter and Blocks Reconciliation Online Maintenance Partial Recon Monthly Maintenance Partial Recon with positive pay Partial Recon Output	ACH PROCESS Unit of Service Per Account Per Item Per Account/Month Per Account/Month Per Account/Month Per Item Per Item Per Item Per Item Per Item	90 372 1,269 1,813 6 1,800 158 15 0 12 ION Monthly Average Volume 3 3 2,200 1,800	Proposed Fee 15.00 0.05 0.01 0.10 0.10 0.10 0.03 0.05 5.00 Proposed Fee 35.00 0.02	Notes (as applicable) fax or online reporting stop or review option
	ACH Processing Monthly ACH Maintenance - online access Origination Item Incoming (Received) Debits Credits Outgoing Debits Credits Credits File Origination Input Transmission - electronic Consumer On-Us Debits - electronic Consumer Off-Us Debits - electronic ACH Return Items - NOC Deletions or Reversals ACH Addendum Record In/Out ACH standard reports - fax Filter and Blocks Reconciliation Online Maintenance Partial Recon without positive pay Partial Recon with positive pay Partial Recon Output Reporting	ACH PROCESS Unit of Service Per Account Per Item Per Account/Month Per Account/Month Per Item	90 372 1,269 1,813 6 1,800 158 15 0 12 ION Monthly Average Volume 3 3 2,200 1,800 3	Proposed Fee 15.00 0.05 0.01 0.10 0.10 0.10 - 0.03 0.05 0.50 Proposed Fee 35.00 0.02 - 2.00	Notes (as applicable) fax or online reporting stop or review option
	ACH Processing Monthly ACH Maintenance - online access Origination Item Incoming (Received) Debits Credits Outgoing Debits Credits Credits File Origination Input Transmission - electronic Consumer On-Us Debits - electronic Consumer Off-Us Debits - electronic ACH Return Items - NOC Deletions or Reversals ACH Addendum Record In/Out ACH standard reports - fax Filter and Blocks Reconciliation Online Maintenance Partial Recon without positive pay Partial Recon with positive pay Partial Recon Output Reporting Payee Verification - Issue Match	ACH PROCESS Unit of Service Per Account Per Item	90 372 1,269 1,813 6 1,800 158 15 0 12 ION Monthly Average Volume 3 3 2,200 1,800 3	Proposed Fee 15.00 0.05 0.01 0.10 0.10 0.10 - 0.03 0.05 0.50 Proposed Fee 35.00 0.02 - 2.00 0.02	Notes (as applicable) fax or online reporting stop or review option
	ACH Processing Monthly ACH Maintenance - online access Origination Item Incoming (Received) Debits Credits Outgoing Debits Credits Credits File Origination Input Transmission - electronic Consumer On-Us Debits - electronic Consumer Off-Us Debits - electronic ACH Return Items - NOC Deletions or Reversals ACH Addendum Record In/Out ACH standard reports - fax Filter and Blocks Reconciliation Online Maintenance Partial Recon without positive pay Partial Recon with positive pay Partial Recon Output Reporting Payee Verification - Issue Match Full Recon Monthly Maintenance	ACH PROCESS Unit of Service Per Account Per Item Per Account/Month Per Item	90 372 1,269 1,813 6 1,800 158 15 0 12 ION Monthly Average Volume 3 3 2,200 1,800 3	Proposed Fee 15.00 0.05 0.01 0.10 0.10 0.10 - 0.03 0.05 0.50 Proposed Fee 35.00 0.02 - 2.00 0.02	Notes (as applicable) fax or online reporting stop or review option
	ACH Processing Monthly ACH Maintenance - online access Origination Item Incoming (Received) Debits Credits Outgoing Debits Credits Credits File Origination Input Transmission - electronic Consumer On-Us Debits - electronic Consumer Off-Us Debits - electronic ACH Return Items - NOC Deletions or Reversals ACH Addendum Record In/Out ACH standard reports - fax Filter and Blocks Reconciliation Online Maintenance Partial Recon Monthly Maintenance Partial Recon without positive pay Partial Recon Output Reporting Payee Verification - Issue Match Full Recon Monthly Maintenance Full Recon Monthly Maintenance Full Recon Monthly Maintenance	ACH PROCESS Unit of Service Per Account Per Item Per Account/Month Per Item Per Account/Month Per Item Per Item Per Item Per Account/Month Per Item	90 372 1,269 1,813 6 1,800 158 15 0 12 ION Monthly Average Volume 3 3 2,200 1,800 3 1,857	Proposed Fee 15.00 0.05 0.10 0.10 0.10 0.10 - 0.03 0.05 0.50 Proposed Fee - 35.00 0.02 2.00 0.02 35.00	Notes (as applicable) fax or online reporting stop or review option
AFP Ref#	ACH Processing Monthly ACH Maintenance - online access Origination Item Incoming (Received) Debits Credits Outgoing Debits Credits Credits File Origination Input Transmission - electronic Consumer On-Us Debits - electronic Consumer Off-Us Debits - electronic ACH Return Items - NOC Deletions or Reversals ACH Addendum Record In/Out ACH standard reports - fax Filter and Blocks Reconciliation Online Maintenance Partial Recon Monthly Maintenance Partial Recon with positive pay Partial Recon Output Reporting Payee Verification - Issue Match Full Recon Monthly Maintenance Full Recon without positive pay Full Recon Monthly Maintenance Full Recon Monthly Maintenance Full Recon Monthly Maintenance	ACH PROCESS Unit of Service Per Account Per Item Per Account/Month Per Item 90 372 1,269 1,813 6 1,800 158 15 0 12 ION Monthly Average Volume 3 3 2,200 1,800 3 1,857	Proposed Fee 15.00 0.05 0.10 0.10 0.10 0.10 - 0.03 0.05 0.50 Proposed Fee - 35.00 0.02 2.00 0.02 35.00	Notes (as applicable) fax or online reporting stop or review option	

AFP Ref #	Safekeeping	Unit of Service	Monthly Average Volume	Proposed Fee	Notes (as applicable)
13/07/50	Monthly Maintenance	Per Account/Month	4		See pg 65
	Asset Maintenance	Per Item		(4)	202
	Clearing Fees	Per Item			
	FRB	Per item	5		
	DTC	Per Item			7,025
120000	Safekeeping Fees	Per Item			
	FRB	Per Item	26	1700	188
	DTC	Per Item			
	Safekeeping per \$1,000 par	Per 1000	5,000		
	Income Collection to DDA				
- 321	Coupons	Per Item	8	907	***
	Maturities	Per Item	8		
		STOP PAY	s		
AFP Ref#	Stop Pays	Unit of Service	Monthly Average Volume	Proposed Fee	Notes (as applicable)
	Monthly service maintenance	Per Item	1		Hoto (so applicatio)
	Automated	Per Item	13	5.00	1000
	Manual	Per Item	'"	0.00	12.7
	Confirmations	Per Item			
	Renewals (automated)	Per Item	1	100	
	Renewals (automated)		- Course	1.00	
AFP Ref#	Wire Transfers	WIRE TRANSF	The same of the sa	Braz	N-4
AF KUI#	Wire Transfers	Unit of Service	Monthly Average Volume	Proposed Fee	Notes (as applicable)
	Transfer Online Services	Per Account/Month	5		
	Incoming – domestic	Per Item	15	5.00	
	Outgoing - repetitive - phone	Per Item			
52.5.55	- repetitive - automated (domestic)	Per Item	18	5.00	
	Automated Account Transfers	Per Item	58	<u></u>	
	Intra-bank non-repetitive	Per Item	2.00		
	Intra-bank repetitive	Per Item	£322		
	Book Transfer - Repetitive	Per Item	8		
	Book Transfer - Non-repetitive	Per Item	8	-	
	Wire Advices - emailed	Per Item			
	Template Storage	Per Item	25	0.30	OR \$5/month maximum charge
		OVERDRAFT CH	ARGES		
AFP Ref#	Overdraft Charges	Unit of Service	Monthly Average Volume	Proposed Fee	Notes (as applicable)
	OD Interest Charge	Per \$\$			See pg 74
2.0	OD Handling Fee	Per Item	7.185	20.00	200
		OPTICAL IMAG	GING		
AFP Ref#	Optical Imaging			Dunmand Co.	55/6
	The state of the s	Unit of Service	Monthly Average Volume	rroposea ree	Notes (as applicable)
	Monthly Maintenance		Monthly Average Volume 8	Proposed Fee	Notes (as applicable)
	Monthly Maintenance Per Item Fee	Per Month	8	2.000	2
	Per Item Fee	Per Month Per Item	Est to	- 0.05/.07	Notes (as applicable)
		Per Month Per Item Per Item	8 1,799	2.000	2
AFP Dof#	Per Item Fee Image Retrieval	Per Month Per Item Per Item INTERNAL PORTAL	8 1,799 (BILL PAY)	0.05/.07	on us / non-us
AFP Ref#	Per Item Fee Image Retrieval Internal Portal (Bill Pay) Access	Per Month Per Item Per Item INTERNAL PORTAL Unit of Service	8 1,799	2.000	on us / non-us Notes (as applicable)
AFP Ref#	Per liem Fee Image Retrieval Internal Portal (Bill Pay) Access Set-up Fee	Per Month Per Item Per Item INTERNAL PORTAL Unit of Service One-Time	8 1,799 (BILL PAY) Monthly Average Volume	0.05/.07 Proposed Fee	on us / non-us Notes (as applicable) Below are in addition to fees on let
AFP Ref#	Per Item Fee Image Retrieval Internal Portal (Bill Pay) Access Set-up Fee Monthly Maintenance	Per Month Per Item Per Item INTERNAL PORTAL Unit of Service One-Time Per Month	8 1,799 (BILL PAY) Monthly Average Volume	0.05/.07 Proposed Fee 250.00	on us / non-us Notes (as applicable) Below are in addition to fees on let RECMNG MNT \$250/EBOXSTOP
AFP Ref#	Per Item Fee Image Retrieval Internal Portal (Bill Pay) Access Set-up Fee Monthly Maintenance Transaction fee	Per Month Per Item Per Item INTERNAL PORTAL Unit of Service One-Time Per Month Per Item	8 1,799 (BILL PAY) Monthly Average Volume 1 500	0.05/.07 Proposed Fee 250.00	on us / non-us Notes (as applicable) Below are in addition to fees on let RECMING MINT \$250/EBOXSTOP EBOX RTN \$0.35ea/REPORTING
AFP Ref#	Per Item Fee Image Retrieval Internal Portal (Bill Pay) Access Set-up Fee Monthly Maintenance Transaction fee Transmission of detail	Per Month Per Item Per Item INTERNAL PORTAL Unit of Service One-Time Per Month Per Item Per Item	8 1,799 (BILL PAY) Monthly Average Volume 1 500 500	- 0.05/.07 Proposed Fee 250.00 0.10	on us / non-us Notes (as applicable) Below are in addition to fees on let RECMNG MNT \$250/EBOXSTOP
AFP Ref#	Per Item Fee Image Retrieval Internal Portal (Bill Pay) Access Set-up Fee Monthly Maintenance Transaction fee	Per Month Per Item Per Item INTERNAL PORTAL Unit of Service One-Time Per Month Per Item Per Item Per Item	8 1,799 (BILL PAY) Monthly Average Volume 1 500 500 5	- 0.05/.07 Proposed Fee 250.00 0.10	on us / non-us Notes (as applicable) Below are in addition to fees on let RECMING MINT \$250/EBOXSTOP EBOX RTN \$0.35ea/REPORTING
	Per Item Fee Image Retrieval Internal Portal (Bill Pay) Access Set-up Fee Monthly Maintenance Transaction fee Transmission of detail Transmission - file	Per Month Per Item Per Item INTERNAL PORTAL Unit of Service One-Time Per Month Per Item Per Item Per Item OPTIONAL SER	8 1,799 (BILL PAY) Monthly Average Volume 1 500 500 5	- 0.05/.07 Proposed Fee 250.00 0.10 - 10.00	Notes (as applicable) Below are in addition to fees on let RECMING MINT \$250/EBOXSTOP EBOX RTN \$0.35ea/REPORTING EBOX POS FILE MM 175
	Per Item Fee Image Retrieval Internal Portal (Bill Pay) Access Set-up Fee Monthly Maintenance Transaction fee Transmission of detail Transmission - file Pay Cards	Per Month Per Item Per Item INTERNAL PORTAL Unit of Service One-Time Per Month Per Item Per Item Per Item OPTIONAL SER	8 1,799 (BILL PAY) Monthly Average Volume 1 500 500 5	- 0.05/.07 Proposed Fee 250.00 0.10	on us / non-us Notes (as applicable) Below are in addition to fees on let RECMING MINT \$250/EBOXSTOP EBOX RTN \$0.35ea/REPORTING
	Per Item Fee Image Retrieval Internal Portal (Bill Pay) Access Set-up Fee Monthly Maintenance Transaction fee Transmission of detail Transmission - file	Per Month Per Item Per Item INTERNAL PORTAL Unit of Service One-Time Per Month Per Item Per Item Per Item OPTIONAL SER	8 1,799 (BILL PAY) Monthly Average Volume 1 500 500 5	- 0.05/.07 Proposed Fee 250.00 0.10 - 10.00	Notes (as applicable) Below are in addition to fees on leteration MNT \$250/EBOXSTOP EBOX RTN \$0.35ea/REPORTING EBOX POS FILE MM 175
	Per Item Fee Image Retrieval Internal Portal (Bill Pay) Access Set-up Fee Monthly Maintenance Transaction fee Transmission of detail Transmission - file Pay Cards	Per Month Per Item Per Item INTERNAL PORTAL Unit of Service One-Time Per Month Per Item Per Item Per Item OPTIONAL SER	8 1,799 (BILL PAY) Monthly Average Volume 1 500 500 5 VICES Monthly Average Volume	- 0.05/.07 Proposed Fee 250.00 0.10 - 10.00 Proposed Fee	Notes (as applicable) Below are in addition to fees on let RECMING MINT \$250/EBOXSTOP EBOX RTN \$0.35ea/REPORTING EBOX POS FILE MM 175
	Per Item Fee Image Retrieval Internal Portal (Bill Pay) Access Set-up Fee Monthly Maintenance Transaction fee Transmission of detail Transmission - file Pay Cards Monthly Maintenance	Per Month Per Item Per Item INTERNAL PORTAL Unit of Service One-Time Per Month Per Item Per Item Per Item OPTIONAL SER Unit of Service Per Item	8 1,799 (BILL PAY) Monthly Average Volume 1 500 500 5 VICES Monthly Average Volume 1	- 0.05/.07 Proposed Fee 250.00 0.10 - 10.00 Proposed Fee 1.50	Notes (as applicable) Below are in addition to fees on let RECMING MINT \$250/EBOXSTOP EBOX RTN \$0.35ea/REPORTING EBOX POS FILE MM 175
	Per Item Fee Image Retrieval Internal Portal (Bill Pay) Access Set-up Fee Monthly Maintenance Transaction fee Transmission of detail Transmission - file Pay Cards Monthly Maintenance Pay card enrollment	Per Month Per Item Per Item INTERNAL PORTAL Unit of Service One-Time Per Month Per Item Per Item Per Item OPTIONAL SER Unit of Service Per Item Per Item	8 1,799 (BILL PAY) Monthly Average Volume 1 500 500 5 VICES Monthly Average Volume 1 180	- 0.05/.07 Proposed Fee 250.00 0.10 - 10.00 Proposed Fee 1.50 2.50	Notes (as applicable) Below are in addition to fees on let RECMING MINT \$250/EBOXSTOP EBOX RTN \$0.35ea/REPORTING EBOX POS FILE MM 175
	Per Item Fee Image Retrieval Internal Portal (Bill Pay) Access Set-up Fee Monthly Maintenance Transaction fee Transmission of detail Transmission - file Pay Cards Monthly Maintenance Pay card enrollment Generic Card - initial card issuance	Per Month Per Item Per Item INTERNAL PORTAL Unit of Service One-Time Per Month Per Item Per Item Per Item OPTIONAL SER Unit of Service Per Item Per Item Per Item Per Item	8 1,799 (BILL PAY) Monthly Average Volume 1 500 500 5 VICES Monthly Average Volume 1 180 1	- 0.05/.07 Proposed Fee 250.00 0.10 - 10.00 Proposed Fee 1.50 2.50 1.50	Notes (as applicable) Below are in addition to fees on let RECMING MINT \$250/EBOXSTOP EBOX RTN \$0.35ea/REPORTING EBOX POS FILE MM 175
	Per Item Fee Image Retrieval Internal Portal (Bill Pay) Access Set-up Fee Monthly Maintenance Transaction fee Transmission of detail Transmission - file Pay Cards Monthly Maintenance Pay card enrollment Generic Card - initial card issuance File Transmission (enrollment)	Per Month Per Item Per Item INTERNAL PORTAL Unit of Service One-Time Per Month Per Item Per Item Per Item OPTIONAL SER Unit of Service Per Item	8 1,799 (BILL PAY) Monthly Average Volume 1 500 500 5 VICES Monthly Average Volume 1 180 1	- 0.05/.07 Proposed Fee 250.00 0.10 - 10.00 Proposed Fee 1.50 2.50 1.50	Notes (as applicable) Below are in addition to fees on let RECMING MINT \$250/EBOXSTOP EBOX RTN \$0.35ea/REPORTING EBOX POS FILE MM 175
	Per Item Fee Image Retrieval Internal Portal (Bill Pay) Access Set-up Fee Monthly Maintenance Transaction fee Transmission of detail Transmission - file Pay Cards Monthly Maintenance Pay card enrollment Generic Card - initial card issuance File Transmission (enrollment) Service to User	Per Month Per Item Per Item INTERNAL PORTAL Unit of Service One-Time Per Month Per Item Per Item Per Item OPTIONAL SER Unit of Service Per Item	8 1,799 (BILL PAY) Monthly Average Volume 1 500 500 5 VICES Monthly Average Volume 1 180 1	- 0.05/.07 Proposed Fee 250.00 0.10 - 10.00 Proposed Fee 1.50 2.50 1.50	Notes (as applicable) Below are in addition to fees on let RECMNG MNT \$250/EBOXSTOP EBOX RTN \$0,35ea/REPORTING EBOX POS FILE MM 175 Notes (as applicable)
	Per Item Fee Image Retrieval Internal Portal (Bill Pay) Access Set-up Fee Monthly Maintenance Transaction fee Transmission of detail Transmission - file Pay Cards Monthly Maintenance Pay card enrollment Generic Card - initial card issuance File Transmission (enrollment) Service to User ATM Cash Withdrawal Cash advance OTC	Per Month Per Item Per Item INTERNAL PORTAL Unit of Service One-Time Per Month Per Item Per Item OPTIONAL SER Unit of Service Per Item	8 1,799 (BILL PAY) Monthly Average Volume 1 500 500 5 VICES Monthly Average Volume 1 180 1 1	- 0.05/.07 Proposed Fee 250.00 0.10 - 10.00 Proposed Fee 1.50 2.50 1.50 - 1.50	Notes (as applicable) Below are in addition to fees on let RECMNG MNT \$250/EBOXSTOP EBOX RTN \$0,35ea/REPORTING EBOX POS FILE MM 175 Notes (as applicable)
	Per Item Fee Image Retrieval Internal Portal (Bill Pay) Access Set-up Fee Monthly Maintenance Transaction fee Transmission of detail Transmission - file Pay Cards Monthly Maintenance Pay card enrollment Generic Card - initial card issuance File Transmission (enrollment) Service to User ATM Cash Withdrawal Cash advance OTC ATM Balance inquiry	Per Month Per Item Per Item INTERNAL PORTAL Unit of Service One-Time Per Month Per Item Per Item OPTIONAL SER Unit of Service Per Item	8 1,799 BILL PAY) Monthly Average Volume 1 500 500 5 VICES Monthly Average Volume 1 180 1 1 1	- 0.05/.07 Proposed Fee 250.00 0.10 - 10.00 Proposed Fee 1.50 2.50 1.50 - 1.50	Notes (as applicable) Below are in addition to fees on lef RECMNG MNT \$250/EBOXSTOP EBOX RTN \$0.35ea/REPORTING EBOX POS FILE MM 175 Notes (as applicable)
	Per Item Fee Image Retrieval Internal Portal (Bill Pay) Access Set-up Fee Monthly Maintenance Transaction fee Transmission of detail Transmission - file Pay Cards Monthly Maintenance Pay card enrollment Generic Card - initial card issuance File Transmission (enrollment) Service to User ATM Cash Withdrawal Cash advance OTC ATM Balance inquiry Point of Sale Use	Per Month Per Item Per Item INTERNAL PORTAL Unit of Service One-Time Per Month Per Item Per Item OPTIONAL SER Unit of Service Per Item	8 1,799 (BILL PAY) Monthly Average Volume 1 500 500 5 VICES Monthly Average Volume 1 180 1 1 1 1 1 1	- 0.05/.07 Proposed Fee 250.00 0.10 - 10.00 Proposed Fee 1.50 2.50 1.50 - 1.50	Notes (as applicable) Below are in addition to fees on lef RECMNG MNT \$250/EBOXSTOP EBOX RTN \$0.35ea/REPORTING EBOX POS FILE MM 175 Notes (as applicable)
	Per Item Fee Image Retrieval Internal Portal (Bill Pay) Access Set-up Fee Monthly Maintenance Transaction fee Transmission of detail Transmission - file Pay Cards Monthly Maintenance Pay card enrollment Generic Card - initial card issuance File Transmission (enrollment) Service to User ATM Cash Withdrawal Cash advance OTC ATM Balance inquiry Point of Sale Use Cash Advance	Per Month Per Item Per Item INTERNAL PORTAL Unit of Service One-Time Per Month Per Item Per Item OPTIONAL SER Unit of Service Per Item	8 1,799 (BILL PAY) Monthly Average Volume 1 500 500 5 VICES Monthly Average Volume 1 180 1 1 1 1 1 1 1 1 1	- 0.05/.07 Proposed Fee 250.00 0.10 - 10.00 Proposed Fee 1.50 2.50 1.50 - 1.50	Notes (as applicable) Below are in addition to fees on lef RECMNG MNT \$250/EBOXSTOP EBOX RTN \$0.35ea/REPORTING EBOX POS FILE MM 175 Notes (as applicable)
	Per Item Fee Image Retrieval Internal Portal (Bill Pay) Access Set-up Fee Monthly Maintenance Transaction fee Transmission of detail Transmission - file Pay Cards Monthly Maintenance Pay card enrollment Generic Card - initial card issuance File Transmission (enrollment) Service to User ATM Cash Withdrawal Cash advance OTC ATM Balance inquiry Point of Sale Use Cash Advance Reporting	Per Month Per Item Per Item INTERNAL PORTAL Unit of Service One-Time Per Month Per Item Per Item OPTIONAL SER' Unit of Service Per Item	BILL PAY) Monthly Average Volume 1 500 500 5 VICES Monthly Average Volume 1 180 1 1 1 1 1 1 1 1 1 1 1	Proposed Fee 250.00 0.10 - 10.00 Proposed Fee 1.50 2.50 1.50 - 1.50 - NA	Notes (as applicable) Below are in addition to fees on let RECMING MINT \$250/EBOXSTOP EBOX RTN \$0.35ea/REPORTING EBOX POS FILE MM 175 Notes (as applicable) first free per cycle
AFP Ref#	Per Item Fee Image Retrieval Internal Portal (Bill Pay) Access Set-up Fee Monthly Maintenance Transaction fee Transmission of detail Transmission - file Pay Cards Monthly Maintenance Pay card enrollment Generic Card - initial card issuance File Transmission (enrollment) Service to User ATM Cash Withdrawal Cash advance OTC ATM Balance inquiry Point of Sale Use Cash Advance Reporting Replacement	Per Month Per Item Per Item INTERNAL PORTAL Unit of Service One-Time Per Month Per Item Per Item OPTIONAL SER' Unit of Service Per Item	BILL PAY) Monthly Average Volume 1 500 500 5 VICES Monthly Average Volume 1 180 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Proposed Fee 250.00 0.10 - 10.00 Proposed Fee 1.50 2.50 1.50 - 1.50 - NA	Notes (as applicable) Below are in addition to fees on let RECMING MINT \$250/EBOXSTOP EBOX RTN \$0.35ea/REPORTING EBOX POS FILE MM 175 Notes (as applicable) first free per cycle free as "credit", \$1.00 per PIN "deb
	Per Item Fee Image Retrieval Internal Portal (Bill Pay) Access Set-up Fee Monthly Maintenance Transaction fee Transmission of detail Transmission - file Pay Cards Monthly Maintenance Pay card enrollment Generic Card - initial card issuance File Transmission (enrollment) Service to User ATM Cash Withdrawal Cash advance OTC ATM Balance inquiry Point of Sale Use Cash Advance Reporting	Per Month Per Item Per Item INTERNAL PORTAL Unit of Service One-Time Per Month Per Item Per Item OPTIONAL SER' Unit of Service Per Item	BILL PAY) Monthly Average Volume 1 500 500 5 VICES Monthly Average Volume 1 180 1 1 1 1 1 1 1 1 1 1 1	Proposed Fee 250.00 0.10 - 10.00 Proposed Fee 1.50 2.50 1.50 - 1.50 - NA	on us / non-us Notes (as applicable) Below are in addition to fees on lef RECMING MINT \$250/EBOXSTOP EBOX RTN \$0.35ea/REPORTING EBOX POS FILE MM 175 Notes (as applicable) first free per cycle

	Reporting	Per Item	1		
	Late fee/Finance Charge	Per Item			
	Rebate on amount purchased <\$1,000,000				
	License Fee	Per Month			
	Transaction Fee	Per Item	1,300		
	Card Issuance Fee	Per Card	325		
	Service Monthly Maintenance	Per Month	1		See fee schedule pg 122
AFP Ref#	Procurement Cards	Unit of Service	Monthly Average Volume	Proposed Fee	Notes (as applicable)
	Per deposit charge	Per Item	15	0.30	
	Data Entry Capture	Per Item			
	Image data transmission - detail	Per Item	7,500	0.01	
	Image data transmission - file	Per Item	15	50.00	· · · · · · · · · · · · · · · · · · ·
	Image Scan - remittance documents	Per Item	7,500	0.01	
	Image Scan - checks	Per Item	7,500	0.01	
	Reassociation	Per Item			
	Special Handling/Stapling	Per Item	T		
	Exception Items	Per Item	5	0.28	
	Correspondence Handling	Per Item	1	1.00	
	No Check Item	Per Item	10	0.40	
	Check Only	Per Item	10	0.40	on us / non-us
	Encoding	Per Item Per Item	500 7.500	.05/.07	only process using WF Merchant S
	Lockbox Items Credit Card Items	Per Item	7,500	0.19	

		EARNINGS CREDIT RA	ATE (ECR)		
		All Rates Will Be No	et Rates		
Month/Year	Rate	Month/Year	Rate	Month/Year	Rate
Jul – 14	0.2	Nov – 14	0.2	Mar – 15	0.
Aug – 14	0.2	Dec – 14	0.2	Apr – 15	0.1
Sep – 14	0.2	Jan – 15	0.2	May – 15	0.1
Oct - 14	0.2	Feb – 15	0.2	Jun – 15	0.1
verage for 12 months		P	roposing a floor of 0.	45 then 90 day T-Bill once	it is above 0.45
		INTEREST BEARING A	CCOUNTS		
		All Rates Will Be Ne	t Rates		
Month/Year	Rate	Month/Year	Rate	Month/Year	Rate
Jul – 14	0.15	Nov – 14	0.15	Mar – 15	0.1
Aug 14	0.15	Dec - 14	0.15	Apr – 15	0.
Sep - 14	0.15	Jan – 15	0.15	May - 15	0.
Oct - 14	0.15	Feb – 15	0.15	Jun – 15	0.
OCI = 14					
verage for 12 months		I			0.1375
		MONEY MARKET AC	COUNTS		0.137
	Rate	MONEY MARKET ACC	COUNTS Rate	Month/Year	0.137
verage for 12 months	Rate 0.15			Month/Year Mar – 15	
verage for 12 months Month/Year		Month/Year	Rate		Rate
werage for 12 months Month/Year Jul – 14	0.15	Month/Year Nov – 14	Rate 0.15	Mar – 15	Rate 0.11
Month/Year Jul – 14 Aug – 14	0.15 0.15	Month/Year Nov – 14 Dec – 14	Rate 0.15 0.15	Mar – 15 Apr – 15	Rate 0.1:
Month/Year Jul – 14 Aug – 14 Sep – 14	0.15 0.15 0.15	Month/Year Nov – 14 Dec – 14 Jan – 15	Rate 0.15 0.15 0.15	Mar – 15 Apr – 15 May – 15	Rate 0.19 0.19 0.19 0.19 0.19 0.19 0.19 0.19
Month/Year Jul – 14 Aug – 14 Sep – 14 Oct – 14	0.15 0.15 0.15	Month/Year Nov – 14 Dec – 14 Jan – 15	Rate 0.15 0.15 0.15 0.15	Mar – 15 Apr – 15 May – 15	Rate 0.19 0.19 0.19 0.19 0.19 0.19 0.19 0.19
Month/Year Jul – 14 Aug – 14 Sep – 14 Oct – 14	0.15 0.15 0.15 0.15	Month/Year Nov – 14 Dec – 14 Jan – 15 Feb – 15	Rate 0.15 0.15 0.15 0.15 0.15	Mar – 15 Apr – 15 May – 15 Jun – 15	Rate 0.19 0.19 0.19 0.19 0.19 0.19 0.19 0.19
Month/Year Jul – 14 Aug – 14 Sep – 14 Oct – 14	0.15 0.15 0.15 0.15	Month/Year Nov – 14 Dec – 14 Jan – 15 Feb – 15 SWEEP ALTERNAT	Rate 0.15 0.15 0.15 0.15 0.15 0.15 0.16	Mar – 15 Apr – 15 May – 15 Jun – 15	Rate 0.19 0.19 0.19 0.19 0.19 0.19 0.19 0.19
Month/Year Jul – 14 Aug – 14 Sep – 14 Oct – 14	0.15 0.15 0.15 0.15	Month/Year Nov – 14 Dec – 14 Jan – 15 Feb – 15 SWEEP ALTERNAT	Rate 0.15 0.15 0.15 0.15 0.15 0.15 0.16	Mar – 15 Apr – 15 May – 15 Jun – 15	Rate 0.19 0.19 0.19 0.19 0.19 0.19 0.19 0.19
Month/Year Jul – 14 Aug – 14 Sep – 14 Oct – 14 verage for 12 months	0.15 0.15 0.15 0.15	Month/Year Nov – 14 Dec – 14 Jan – 15 Feb – 15 SWEEP ALTERNAT fully in accordance with Sectio (More than one alternative material)	Rate 0.15 0.15 0.15 0.15 0.15 0.15 0.15 0.15	Mar – 15 Apr – 15 May – 15 Jun – 15	Rate 0.1: 0. 0. 0. 0. 0. Rate
Month/Year Jul – 14 Aug – 14 Sep – 14 Oct – 14 verage for 12 months	0.15 0.15 0.15 0.15 Describe 1	Month/Year Nov – 14 Dec – 14 Jan – 15 Feb – 15 SWEEP ALTERNAT fully in accordance with Section (More than one alternative management)	Rate 0.15 0.15 0.15 0.15 0.15 0.15 0.18 FIVE(S) on 4. C. RESPONS ay be submitted) Rate	Mar – 15 Apr – 15 May – 15 Jun – 15 E TO RFA Month/Year	Rate 0.19 0.00 0.10 0.10 0.10 0.10 0.10 0.1
Month/Year Jul – 14 Aug – 14 Sep – 14 Oct – 14 verage for 12 months Month/Year Jul – 14	0.15 0.15 0.15 0.15 0.15 Describe 1	Month/Year Nov – 14 Dec – 14 Jan – 15 Feb – 15 SWEEP ALTERNAT fully in accordance with Section (More than one alternative management) Month/Year Nov – 14	Rate 0.15 0.15 0.15 0.15 0.15 0.15 FIVE(S) on 4. C. RESPONS ay be submitted) Rate 0.1	Mar – 15 Apr – 15 May – 15 Jun – 15 E TO RFA Month/Year Mar – 15	Rate 0.1: 0. 0. 0. 0. 0. 0.

	Describe t	fully in accordance with Section	on 4.C. RESPONS	E TO RFA	
		(More than one alternative m	ay be submitted)		
Month/Year	Rate	Month/Year	Rate	Month/Year	Rate
Jul – 14	0.1	Nov – 14	0.1	Mar – 15	0.08
Aug – 14	0.1	Dec – 14	0.1	Apr – 15	0.08
Sep – 14	0.1	Jan – 15	0.1	May – 15	0.08
Oct - 14	0.1	Feb – 15	0.08	Jun – 15	0.08

SWEEP ALTERNATIVE(S)

APPLICANT NAME:		Wells Fargo Bank
UTHORIZED REPRESE	NTATIVE'S NAME:	Ryan Branigan
MAILING ADDRESS:		123 N Edward Gary St
		San Marcos, TX 78666
PHONE NUMBER:		512-753-3225
FAX NUMBER:		512-396-7672
EMAIL ADDRESS:		ryan.p.branigan@wellsfargo.com
By signing below the Appli	icant confirms that interest earned on	interest bearing accounts will not be charged as an expense on the account analysis.
AUTHORIZED SIGNATUR	RE:	

0.0917

Average for 12 months

Commercial card fee schedule

The following pricing is based on an annual net purchase volume estimate of \$3,000,000 and an average transaction size of \$200. If either of these variables is not met, Wells Fargo reserves the right to amend such pricing.

One-time fees

Item	Fee
Program setup	\$3,000 - Waived

Recurring fees

Item	Fee
Program maintenance	Not Selected
New card issuance	\$25.00 - Waived
Transaction fee	Waived
Commercial Card Expense Reporting solution	\$200/per month*

^{*}Fee will be waived when the monthly purchase volume exceeds \$200,000 and the average transaction size exceeds \$200. Furthermore, Wells Fargo will waive all fees for a period of 4 months to provide you with a ramp-up period.

Miscellaneous fees*

Item	Fee
Cash advances	2% / \$2 minimum
Foreign currency conversion	1%/ transaction
Card artwork	\$450 (one-time fee)
Manual reports	\$175/per report
Rush card delivery	\$10 per incident
Phone re-training	\$175/per incident
Custom file development	\$100/per hour
Online receipt imaging	\$500 one-time implementation fee - Waived \$0.05 per page for image capture and storage during year one \$0.03 per page for image storage during years two through seven

^{*}Applicable only if you use the service.

Additional fees

The use of other products and services in conjunction with our commercial card program may result in the following additional fees:

- If you opt to use ACH reimbursement for out-of-pocket expenses, separate ACH fees will apply.
- If you opt to use our Commercial Card Expense Reporting solution, accessed through the *Commercial Electronic Office* portal, separate access charges may apply.
- If you opt to use the AP Control solution, separate Payment Manager fees may apply.

Attachment C Depository Master Agreement for Treasury Management Services



Master Agreement for Treasury Management Services

The Service Documentation described below contains the terms under which Wells Fargo Bank, N.A. and the banks, branches or subsidiaries listed in Appendix X (each, "Bank") provide treasury management services ("Services"). The Bank customer to which the Services will be provided ("Customer") is identified in the Treasury Management Product Enrollment form or other product enrollment form(s) with acceptance of services language acceptable to Bank (e.g., Mandate Letter) (collectively, the "Acceptance").

Bank and Customer agree:

- 1. **Service Documentation**. The Service Documentation contains the terms governing each Service and includes:
 - **1.1.** The Service Description;
 - **1.2.** The Acceptance;
 - **1.3.** This Master Agreement for Treasury Management Services ("Agreement");
 - **1.4.** The account agreement governing the account(s) (each, an "Account") Customer uses in connection with the Service; and
 - **1.5.** User Guides, which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

The documents and individual provisions of the Service Documentation are intended to complement one another, and the Service Documentation as a whole.

This Agreement and Service Descriptions are posted at Bank's *Commercial Electronic Office*® (CEO®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Customer's use of a Service confirms Customer's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to a Service or other change requires a change to a Service Description, Bank will post an updated Service Description on the *CEO* portal. When required by Applicable Law (as defined below), Bank will notify Customer of the update. If Customer continues to use the Service after the update takes effect, Customer will be deemed to have agreed to the update.

As used in this Agreement, the term "Applicable Law" means all applicable laws (including common or customary laws), statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws, rulings, orders or operating circulars governing the activities of Bank and/or any transaction effected under this Agreement, including, but not limited to, all applicable funds transfer system and

clearing and settlement house rules governing the transactions effected under this Agreement.

- 2. Services. Bank and Customer will agree upon the Service(s) to be provided. Each Service in the applicable jurisdiction is subject to the approval by the applicable branch or subsidiary of Bank. Customer may not begin using a Service until Bank has received all required and properly executed forms and Customer has successfully completed any testing or training requirements. To assist in Bank's establishment or maintenance of its limits or other processing arrangements, or to assist in Bank's compliance with Applicable Law, Customer will provide Bank with all such financial and/or other information Bank reasonably requests.
- 3. Changes to Services. Bank may change (or add to) the terms and fees in the Service Documentation at any time. When required by Applicable Law, Bank will notify Customer of the change. If Customer continues to use a Service after the change becomes effective, it will be bound by the change.
- 4. Term and Termination. Unless earlier terminated in accordance with the Service Documentation, this Agreement and each Service will continue in effect until terminated by either party upon 30 days' prior written notice to the other party. Bank may suspend or terminate any Service: (a) following notice to Customer of a breach of any provision of the Service Documentation or any other agreement with Bank, and Customer's failure to cure the breach (if capable of cure) within 15 days of the date of such notice; or (b) without prior notice to Customer if (i) Bank reasonably suspects that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent or illegal activity, (ii) Customer is subject to, voluntarily or involuntarily, or any action or step is commenced or any resolution is passed that may result in Customer being subject to any bankruptcy, insolvency, winding up, liquidation, judicial management, receivership, administrative management, reorganization or other similar proceeding in any jurisdiction, (iii) Bank determines in its sole discretion that its continued provision of a Service may place Bank at risk of financial loss or result in an unacceptable credit exposure, (iv) Customer terminates, liquidates, or dissolves its business or disposes of a substantial portion of its assets, (v) Customer fails to timely pay its debts, (vi) Customer initiates any composition with its creditors, (vii) any guaranty of Customer's obligations to Bank is terminated, revoked, or its validity contested by the guarantor, (viii) Bank determines in its sole discretion that a material adverse change has occurred in Customer's ability to perform its obligations under the Service Documentation, or in the ability of a guarantor of Customer's obligations to Bank to perform its obligations under the applicable quaranty agreement, or (ix) the Account necessary to provide a Service is closed. The termination of a Service will not affect Customer's or Bank's rights with respect to transactions occurring before termination. Bank will not be liable to Customer for any losses or damages Customer may incur as a result of any termination of any Service.
- 5. Service Fees. Customer will pay Bank the fees described in the Service Documentation and any taxes applicable to each Service however designated exclusive of taxes based on Bank's net income. Bank may debit the Account(s) for any fees not covered by earnings credits and any taxes that are due, or it may send an invoice to Customer for such amounts, which Customer shall promptly pay.

Bank's charges and fees shall be set forth as expressed in Bank's applicable fee schedule for Services used in connection with the Account.

- 6. Confidential Information. Unless otherwise provided in the Service Documentation, all User Guides and Terms of Use constitute Bank's or its vendor's confidential information ("Confidential Information"), and Customer will not acquire any ownership interest in or rights to Confidential Information as a result of Customer's use of any Service. Customer will (a) maintain the confidentiality of the Confidential Information; (b) not disclose (or permit its employees or agents to disclose), copy, transfer, sublicense or otherwise make any of it available to any person or entity, other than Customer's employees who have a need to use the Confidential Information in connection with the applicable Service; and (c) not decompile, reverse engineer, disassemble, modify, or create derivative works of any Confidential Information. Customer will notify Bank immediately if it knows or suspects that there has been any unauthorized disclosure, possession, use or knowledge (each, an "Unauthorized Use") of any Confidential Information. Customer (or its employees or agents) is responsible for the Unauthorized Use, Customer will, at its expense, promptly take all actions, including without limitation initiating court proceedings to recover possession and prevent further Unauthorized Use of the Confidential Information and obtain redress for any injury caused to Bank as a result of such Unauthorized Use.
- 7. Currency. When Customer requests or instructions require that Bank convert the amount of a payment order from the currency in which the Account is denominated ("Account Currency") to another currency ("Foreign Currency"), Bank will do so using its applicable rate of exchange in effect at the time on the day Bank executes the payment order. If a financial institution designated to receive the funds does not pay the beneficiary specified in the payment order, and the funds are returned to Bank, Bank will not be liable to Customer for a sum in excess of the amount of the payment order after Bank has converted it from the Foreign Currency to the Account Currency using the applicable rate of exchange in effect at the time on the day Bank confirms the cancellation of the payment order. Bank bears no liability if the rate it uses for a particular transaction, i.e., the "applicable rate," differs from rates offered or reported by Bank or by third parties, or based upon different times of day, amounts, locations or involving different systems, agents or procedures. Currency exchange rates fluctuate over time, based upon market conditions, liquidity and risk. Customer acknowledges and accepts the risks of such fluctuations between the time Customer requests a payment order and the time the payment order is either completed or is unwound due to a cancellation, an amendment, a rejection or a return.

8. Liability and Indemnification.

8.1. Bank is under no obligation to honor, in whole or in part, any payment order or other instruction that: (a) exceeds the available balance in the Account, unless otherwise provided in the Service Documentation; (b) is not in accordance with the Service Documentation or Bank's applicable policies, procedures or practices as made available to Customer; (c) Bank has reason to believe may not have been duly authorized, should not be honored for its or Customer's protection, or involves funds subject to a hold, dispute,

- restriction or legal process; or (d) would possibly result in Bank's contravention of any Applicable Law.
- **8.2.** All uses of Services through Customer's ID codes, passwords, token cards, PINs, or passcodes (each, a "Code") will be deemed to be authorized by and binding on Customer, except as provided for in the Service Documentation. Customer's failure to protect Codes may allow an unauthorized party to: (a) use the Services; (b) access Customer's electronic communications and financial data; and (c) send or receive information and communications to Bank. Customer assumes the entire risk of unauthorized use of Codes and unencrypted electronic transmissions.
- **8.3.** Neither Bank nor any software vendor makes any express or implied representations or warranties with respect to the Services or any software used in connection with the Services including without limitation any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.
- **8.4.** Customer will promptly furnish written proof of loss to Bank and notify Bank if it becomes aware of any third party claim related to a Service. Customer will cooperate fully (and at its own expense) with Bank in recovering a loss. If Customer is reimbursed by or on behalf of Bank, Bank or its designee will be subrogated to all rights of Customer.
- **8.5.** Except as otherwise provided in the account agreement governing the Account, any claim, action or proceeding against Bank for losses or damages arising from a Service, must be brought within one year from the date of the act or omission.
- **8.6.** Bank will have no liability for failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond Bank's reasonable control. If Bank determines that any funds transfer or communications network, Internet service provider, or other system(s) it has selected to provide a Service is unavailable, inaccessible or otherwise unsuitable for use by Bank or Customer, Bank may, upon notice to Customer, suspend or discontinue the affected Service.
- **8.7.** Except in the case of Bank's negligence or intentional misconduct, Customer will indemnify and hold Bank, its directors, officers, employees and agents harmless from all losses or damages that arise out of: (a) the performance of a Service in accordance with the Service Documentation including without limitation any warranty Bank is required to make to a third party in connection with a Service; (b) an act or omission of any agent, courier or authorized representative of Customer; and (c) if the Service includes a license or sublicense of any software to Customer, the use or distribution of the software by Customer or any person gaining access to the software through Customer that is inconsistent with the license or sublicense.
- **8.8.** Bank will only be liable to Customer for actual damages incurred as a direct result of Bank's failure to exercise reasonable care in providing the Services. Reasonable care requires only that Bank follow standards that do not vary

unreasonably from the general standards followed by similarly situated banks. Bank's policies and procedures are general internal guidelines for Bank's use and do not establish a higher standard of care for Bank than otherwise established under Applicable Law. A mere clerical error or an honest mistake will not be considered a failure of Bank to perform any of its obligations. Bank's liability to Customer will be limited to an amount not to exceed 10 times Bank fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no Bank fees were incurred in such month, Bank fees incurred in the month in which the losses or damages were incurred).

- **8.9.** Except as expressly provided otherwise in the Service Documentation, neither party to this Agreement nor its respective directors, officers, employees or agents will be liable to the other party for: (a) any special, consequential, incidental (including without limitation court costs and attorneys' fees), indirect, or punitive losses or damages; or (b) business interruption, loss of profits, loss of business, loss of revenue, loss of goodwill, loss of opportunity, loss or injury to reputation or loss of anticipated savings, whether any claim is based on contract or tort, or whether the likelihood of such losses or damages was known to the other party and regardless of the form of the claim or action.
- **8.10.** Where Customer sends payments on behalf of its third party customers, Customer agrees it is solely liable to its customers for any and all losses such customers may suffer. Bank hereby excludes all and any liability of whatever nature (including those losses enumerated in subsection 8.9 of this Agreement) arising out of Customer's relationship with its customer.
- 9. Governing Law. The Service Documentation shall be governed by: (a) U.S. federal law and (b) the law of (i) the U.S. state in which the office of Bank that maintains the Account is located or, if there is no such state or no account associated with such Service, (ii) the State of New York, without reference to its principles of conflicts of laws ("Governing Law").
- 10. Arbitration Agreement. Upon demand of either party, any controversy or claim arising out of or relating to this Account Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in controversy is US \$5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts in controversy of less than US \$5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state of the applicable Governing Law, and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This arbitration requirement does not limit the right of either party to: (a) exercise selfhelp remedies including setoff or (b) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of either party to submit any dispute to arbitration hereunder, including

those arising from the exercise of the actions detailed in (a) and (b) of this subsection.

11. Jurisdiction. For any proceedings regarding this Agreement (not subject to arbitration in Section 10), Customer hereby irrevocably submits to the jurisdiction of the courts of the Borough of Manhattan, New York City, in the State of New York or the federal courts located therein over any action or proceeding arising out of or relating to this Agreement and irrevocably agrees that all claims in respect of such action or proceeding may be heard or determined in such courts.

12. Miscellaneous.

- 12.1 Severability. Any portion of the Service Documentation which is inconsistent with Applicable Law or Governing Law will be deemed modified and applied in a manner consistent therewith, and Bank will incur no liability to Customer as a result of the inconsistency or modification and application to any dispute regarding the Service Documentation. If any portion or provision of the Service Documentation is deemed unenforceable, it will not affect the legality, enforceability or validity of the remaining Service Documentation nor the legality, enforceability or validity of such portion or provision under the law of any other jurisdiction.
- 12.2 Entire Agreement. The Service Documentation (and any documents referred to therein) constitutes and represents the entire agreement between Bank and Customer regarding the Services we provide for all Accounts opened at Bank and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature (including requests for proposals and other sales material), whether oral or written, between Customer and Bank relating to any such Service (including any other Master Agreement for Treasury Management Services, but excluding the current Commercial Account Agreement or Global Commercial Account Agreement, as applicable).
- **12.3 No Waiver**. Neither the failure nor any delay by Bank in exercising any right, remedy, power or privilege shall be deemed to be a waiver of such right, remedy, power or privilege. No course of dealing or waiver of any right on one occasion will constitute a modification of the Service Documentation or be a waiver of that right on a subsequent occasion.
- **12.4 No Third Party Beneficiaries.** Except as otherwise provided in the Service Documentation, no person or entity other than Customer and Bank will be deemed to be a third party beneficiary under the Service Documentation.
- **12.5 Financial Condition.** Customer will provide Bank promptly upon Bank's request any existing financial statements or other information pertaining to Customer's financial condition or any previously unprepared financial statements which Bank may require Customer to prepare and/or to be audited or reviewed by independent certified public accountants acceptable to Bank.

- 12.6 Customer's Representations and Warranties. Customer represents and warrants that: (a) it will not use any Service in a manner that could result in a contravention of Applicable Law by Customer or Bank; and (b) if Customer employs an agent in connection with its use of any Service, Customer represents and warrants to Bank that: (i) Customer's governing body has duly authorized the agent and (ii) Customer will exercise appropriate controls to ensure each agent so authorized does not exceed the authority so granted to it.
- **12.7 Customer Communications.** Any communication to Bank regarding Customer's use of a Service from Customer's agent will be deemed to be a communication from Customer, and Customer authorizes Bank to communicate with Customer's agent regarding any such communication or Service.
- 12.8 Notice. Either party may provide notice to the other party by mail, personal delivery, or electronic transmission. Customer will notify Bank promptly in writing of any change in its name, Address, legal status, electronic contact information (including an e-mail address or otherwise), or any other changes relevant to the conduct of the Account or affecting Customer's business relationship with Bank. The term "Address" as used herein refers to a mailing or electronic address. Customer will use the Address where Customer's relationship manager or other manager is located and will address any notice to the attention of such manager.

Bank will be entitled to rely on any notice from Customer that it believes in good faith was authorized by an authorized representative of Customer and, except as expressly stated in another agreement between Customer and Bank, will have no obligation to verify the signature (including an electronic signature). Each party will have a reasonable time after receipt of any notice to act on it

12.9 Survival. Sections 1, 4, 5, 6, 7, 8, 9, 10, 11, and 12 will survive termination of this Agreement.

APPENDIX X

Applicable Branches or Subsidiaries of Bank

- 1. Wells Fargo Bank, N.A. London Branch
- 2. Wells Fargo Bank, N.A. Cayman Islands Branch



Treasury Management Product Enrollment

Customer Information

Customer Name	San Marcos, City of	CEO Company ID	
Street Address			
City	State		Zip
Country Name		Country Code (if applicable)	
Primary Contact		Phone	
Email Address		Fax	
Acceptance	e of Services		
Each person sign	ning in the signature block at the end of this form c	ertifies that:	
Documentation	dentified in the signature block ("Customer" o for the Treasury Management Services (each, a "Se ' is defined in Wells Fargo Bank, N.A.'s ("Bank") Mast	rvice") in which Customer is en	nrolling as of the date of this form. "Service
	ranted the person(s) signing the signature block the rvices on or after the Effective Date of this form and the Services.		
	of any Service, including each Service Customer en to be bound by the Service Documentation relating		of this form, confirms Customer's receipt of
"Customer" may	also be referred to as "Company" in the Service Do	cumentation.	
Customer Enti	ty		
Name(s) C	ity of San Marcos	TIN(s)	746002238

Customer Approval - (Authorized Signature Required)

Printed Name of Authorized Signer	Phone
Signature	Date
INTERNAL BANK USE ONLY	
Bank Approval	
Printed Name of Relationship Manager/Authorized Approver	Phone
 Relationship Manager/Authorized Approver Signature*	Date

FUNDS AVAILABILITY POLICY



Wholesale Banking Effective October 1, 2014

The policy of Wells Fargo Bank, National Association ("Bank" or "Wells Fargo"), is to make funds from Company's check deposits to Company's account (in this policy, each an "account") available to Company on the first business day after the day Bank receives the deposits, subject to the following.

Funds from the following deposits are available on the first business day after the day of Company's deposits (i) if Company makes the deposit through an employee or agent in person to one of Bank's employees and (ii) if it uses a special deposit slip available from Bank upon request:

- State and local government checks that are payable to Company.
- Cashier's, certified, and teller's checks that are payable to Company where Bank is not the issuer
 or drawee.

While Bank generally makes funds from Company's check deposits available to Company on the first business day after the day Bank receives the deposits, Bank's policy grants availability in accordance with an availability schedule or schedules provided or made available by Bank to Company contemporaneously with this policy or from time to time thereafter, subject, among other things, to the location of the deposit transaction or the manner in which the deposit is made.

Our funds availability policy relating to other types of deposits is described below. If we delay the availability of a deposit, the length of the delay varies depending on the type of deposit as explained below.

Once they are available, Company may withdraw the funds in cash and Bank will use the funds to pay checks that Company has written and fees and expenses that Company has incurred in connection with the account.

Determining the day of receipt

For determining the availability of Company's deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If Company makes a deposit before Bank's established cutoff time on a business day that Bank is open, Bank will consider that day to be the day of Company's deposit. For deposits granted same calendar day availability as described below, the calendar day Company makes the deposit will be considered the day of deposit. For all other deposits, if Company makes a deposit after the cutoff time or on a day Bank is not open, Bank will consider the deposit was made on the next business day Bank is open. Cutoff times may vary by location and are posted in each store. The earliest cutoff time for a store is 2:00 p.m. local time. Cutoff time for checks deposited at a Wells Fargo ATM is 9:00 p.m. local time (8:00 p.m. in Alaska).

The length of the delay varies depending on the type of deposit as explained below.

Same calendar day availability

The following deposits will be available on the calendar day Bank receives the deposit:

- The first \$200 of a day's check deposits made through a Wells Fargo ATM.
- Cash deposited through a Wells Fargo ATM.

Same business day availability

The following deposits will be available on the business day Bank receives the deposit:

- Incoming wire transfers.
- Electronic direct deposits.
- Cash deposited at a teller window.
- Checks drawn on Bank.

If Company does not make its deposit in person to one of Bank's employees (for example, if Company mails the deposit), funds from these deposits will be available on the second business day after the day Bank receives Company's deposit.

Longer delays may apply

In some cases, Bank will not make all the funds that Company deposits by check available to Company on the first business day after the day of Company's deposits. Depending on the type of check Company deposits, funds may not be available until the second or third* business day after the day of deposit. The first \$200 of Company's deposit, however, may be available on the first business day.

Except as otherwise explained in this paragraph, if Bank is not going to make all funds from Company's deposit available on the business day of deposit or the first business day, Bank will notify you at the time Company makes its deposit. Bank will also tell Company when the funds will be available. If Company's deposit is not made directly to a Bank employee, or if Bank decides to take this action after Company's employee or agent has left the premises, Bank will mail the notice by the first business day after Bank receives the deposit.

In addition, funds Company deposits by check may be delayed for a longer period under the following circumstances:

- Bank believes a check Company deposits will not be paid.
- Company deposits checks totaling more than \$5,000 on any one day.
- Company redeposits a check that has been returned unpaid.
- Company has overdrawn its account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

Bank will notify Company if it delays Company's ability to withdraw funds for any of these reasons, and Bank will tell Company when the funds will be available. The funds will generally be available no later than the seventh or eighth* business day after the day of your deposit.

Holds on other funds (check cashing)

If Bank cashes a check for Company that is drawn on another bank, it may withhold the availability of a corresponding amount of funds that are already in the account. Those funds will be available at the time funds from the check Bank cashes would have been available if Company had deposited it.

Holds on other funds (other accounts)

Bank may delay availability of funds by one additional business day for certain checks deposited at a Bank location in Alaska. This right applies only if the check is drawn on or payable at or through a paying bank not located in Alaska.

If Bank accepts a check for deposit that is drawn on another bank, it may make funds from the deposit available for withdrawal immediately but delay Company's ability to withdraw a corresponding amount of funds that Company has on deposit in another account with Bank. The funds in the other account would then not be available until the time periods that are described in this policy.

Delays on other funds

Funds from any deposit (cash or checks) into accounts domiciled in Iowa and Nebraska made at eligible non-Wells Fargo ATMs in those same states will not be available until the third business day after the day of Company's deposit. This rule does not apply at ATMs that Bank owns or operates. All ATMs that Bank owns or operates are identified on Bank's machines as "Wells Fargo."

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COMMERCIAL DEPOSITORY SERVICE DESCRIPTION



- **1. Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Commercial Depository service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

- 2. Description of Service. With the Service, Company may (a) order currency and coin (collectively, "cash") from Bank's cash vault and Bank will make such cash available to an armored car service acting as Company's agent ("Agent") at Bank's cash vault, and (b) deliver currency, coin, checks and other negotiable instruments to Bank's cash vault or night depository locations for processing.
- 3. Cash Orders from Bank's Cash Vault.
 - 3.1. Cash Requests. Company may request in writing, telephonically by operator-assisted call or by touch tone/automated response, or electronically via transmission, facsimile, or Bank's Commercial Electronic Office® (CEO®) portal (each a "Cash Request") that Bank make available to Company's Agent at Bank's cash vault, in an amount designated in the Cash Request, shipments of cash (each a "Cash Shipment") in bags or other containers ("Cash Bags"). Bank is authorized to act upon any Cash Request Bank receives in accordance with this Service Description, and which Bank believes in good faith to have been made by an authorized representative of Company. Bank has no obligation whatsoever to verify, and will not be liable for its failure to verify or investigate, any Cash Request.

- **3.2. Making Cash Available to Company's Agent.** Bank is authorized to make Cash Shipments available to any person whom Bank in good faith believes to be Company's Agent. Bank will have no further responsibility, and Company assumes all risk of loss for cash made available to any such person. Bank will make Cash Shipments available only at the locations, on days, and during the hours published by Bank from time to time. Bank reserves the right to suspend the Service at any time without notice.
- 3.3. Company's Authorized Representatives. Company will promptly certify to Bank the identity of: (a) the person with whom Bank is authorized to communicate regarding authorization codes or other security procedures; (b) Company's Agent authorized to accept delivery of cash; and (c) where applicable, the persons who are authorized users of the Service. Company will give prior written notice to Bank of any change in the person(s) or Agent so authorized by Company. Bank will be fully protected in relying on each such notification and on the obligation of Company to promptly notify Bank of any change in the person(s) or Agent so authorized by Company.
- 3.4. Security Procedures. For requests made in writing or by facsimile, operator-assisted telephone call or transmission, a Customer ID assigned by Bank is required. For CEO requests, a User ID assigned by Bank is required. For touch-tone/automatic response telephone requests, an Access Code is required which can be assigned either by Bank or by Company. Operator limits may also be required. It is Company's responsibility to put into place internal procedures that will minimize the risk of an unauthorized person gaining access to the Customer ID, User ID(s) and Access Code(s). Such internal procedures include without limitation requiring users to maintain such number(s) and code(s) in strict confidence. Company will notify Bank immediately in the event a breach of security is suspected.
- 3.5. Debit of Account. On the Business Day that Bank makes available any Cash Shipment to Company's Agent, Bank is authorized to debit Company's designated Account for the aggregate amount of the shipment. Company will maintain collected balances in the designated Account sufficient at all time to cover fully any debit. Bank has no obligation to release a requested Cash Shipment or any portion thereof to Company's Agent unless there are sufficient collected funds in the Account to fully cover the amount of the Shipment at the time the Shipment is to be made available to Company's Agent. If Company fails to specify an Account to Bank, Bank may debit any account which Company maintains with Bank for the amount of a requested Cash Shipment.
- 3.6. Packing Slip; Differences in Shipment Amount. Each Cash Shipment will be accompanied by a packing slip. The packing slip will disclose the aggregate amount of the Cash Shipment, the overall number of containers included in the Cash Shipment, and the number of containers delivered to Company's Agent for transmittal to Company. With respect to any Cash Shipment made available to Company's Agent, Company will notify Bank immediately in writing of any difference between the amount specified on the packing slip for that Shipment and the amount, as counted by Company, of the Shipment. In the event that the difference cannot be resolved, Bank's count of the amount of the disputed Shipment will be conclusive and binding on Company.
- 4. Delivery and Processing of Deposit Shipments at Bank's Cash Vault. The following procedures will govern Company's delivery of currency, coin, checks, and other negotiable instruments to Bank's cash vault locations (each a "Deposit Shipment"), and Bank's processing of such Deposit Shipments:

- 4.1. Use of Agent to Deliver Shipments. Company will deliver Deposit Shipments in deposit bags or other containers ("Deposit Bags") to one of Bank's cash vaults via an armored car service or, in Alaska only, the U.S. Postal service acting as Company's agent ("Agent"). Company is responsible for making all arrangements with its Agent for delivery of Deposit Shipments, and Company assumes all risk of loss while a Deposit Shipment is in the possession of its Agent. Bank may accept Deposit Shipments from any person Bank believes in good faith to be Company's Agent. The delivery of a Deposit Bag to Bank or Bank's receipt for it on a manifest will not be deemed proof of Bank's receipt of the contents listed on the deposit slip contained in the Deposit Bag or Company's records. Bank will have no responsibility for any Deposit Bag or its contents delivered to one of Bank's cash vaults until the Deposit Bag is accepted by Bank in accordance with its procedures and the contents of the Deposit Bag are counted by Bank.
- **4.2. Delivery Procedures.** In delivering a Deposit Shipment to Bank's cash vault, Company agrees to comply (and to cause its Agent to comply) with the following procedures:
 - Deliver Deposit Bags only at the locations, on the days, and during the hours published by Bank from time to time;
 - Properly endorse all checks and other negotiable instruments included in a Deposit Shipment;
 - Use only Bank-approved Deposit Bags that are properly secured;
 - Specify the number of Deposit Bags belonging to Company which are included in the overall shipment delivered to Bank, as well as the contents of each Deposit Bag, on a delivery manifest, a copy of which Company's Agent will provide to Bank at the time of delivery;
 - Obtain the signature of Bank's employee who accepts delivery on that portion of the delivery manifest which the Agent retains; and
 - Retain a copy of the receipt or other document covering each Deposit Bag delivered by Company to its Agent for at least one year from the date of delivery to Company's Agent.

Company agrees that Deposit Bags will be used only for the deposit of currency, coin, checks, other negotiable instruments (collectively "items"), and will not be used in any unauthorized manner or for any unlawful purpose. As to any property other than items included in a Deposit Bag, Bank will not be deemed a bailee and will have no liability for any loss of or damage to such property which may occur.

4.3. Cut-off Time; Deposit to Account. If a Deposit Shipment is received at one of Bank's cash vaults on a Business Day before Bank's published "cut-off time" for that cash vault, the aggregate amount of the deposits in such Shipment will be credited on that Business Day to the Account with Bank specified on the deposit slip for that Shipment. If a Deposit Shipment is received at a cash vault on a Business Day after Bank's "cut-off time," the aggregate amount of the deposits in that Shipment will be credited to the Account on the next succeeding Business Day. Bank will not deposit any items received in any Deposit Shipment unless the account number of the Account into which the deposit is to be made is specified on the deposit slip for that Shipment.

- 4.4. Processing of Deposit Shipments. Company authorizes Bank to open each Deposit Bag, count the contents, credit the amount of items to the Depository Account indicated on the deposit slip contained in the Deposit Bag and process, all in accordance with Bank's customary procedures. All deposits are subject to verification, and Bank's count of the items will be conclusively deemed to be correct and complete for all purposes. No relationship of debtor and creditor will arise between Bank and Company until the count has been completed and the deposit credited to the Account. Company acknowledges that it has had an opportunity to have Bank's applicable count and verification procedures explained to its representative and agrees that the same will be deemed commercially reasonable. Company understands that no photocopying or microfilming of items will be performed at any cash vault location.
- 4.5. Adjustment Procedures. If the aggregate amount of the items in any Deposit Shipment, as counted by Bank, is less than that reported on the deposit slip covering that Shipment, Bank will debit the Account specified on the deposit slip by such difference and report the difference to Company. If that Account has an insufficient collected and available balance to cover the debit, Bank will debit any of Company's other accounts with Bank for the difference, and Company agrees to promptly reimburse Bank for the difference (or any portion thereof) for which there are insufficient available balances in Company's accounts with Bank. If the aggregate amount of the items in any Deposit Shipment, as counted by Bank, is more than that reported on the deposit slip covering the Shipment, Bank will credit the Account specified on the deposit slip for the difference and notify Company of the difference.
- 5. Delivery and Processing of Deposit Shipments at Bank's Night Depository Locations. The following procedures will govern Company's delivery of currency, coin, checks, and other negotiable instruments (each a "Night Deposit") to Bank's night depository locations (each a "Night Deposit"), and Bank's processing of Night Deposits.
 - 5.1. Night Depository Locations; Issuance of Keys. Company may make Night Deposits to its deposit account(s) with Bank by placing the items to be deposited into disposable bags furnished by Bank (each a "Night Bag") and then placing the Night Bags in the night depository receptacle ("Night Depository") at one of Bank's branches/stores (each a "Store") listed on Bank's Night Depository Set-up Form. Each office of Company listed on the Night Depository Set-up Form will receive one key to the Night Depository at a designated Store. Company will designate in writing to Bank the individuals to receive the key for each of its offices; Bank may require such individuals to sign a receipt for the keys they receive.
 - 5.2. Contents of Night Bags; Deposit of Night Bags. Company agrees that Night Bags will be used only for the deposit of currency, coin, checks or negotiable instruments properly endorsed by Company (collectively "items"), and will not be used in any unauthorized manner or for any unlawful purpose. As to any property other than items included in a Night Bag, Bank will not be deemed a bailee and will have no liability for any loss of or damage to such property which may occur. Each Night Bag must contain one or more deposit slips listing all the items contained in that Bag and their total dollar amount, and identifying the deposit Account of Company to which the dollar amount of the deposit is to be credited. After each Night Bag is placed in a Night Depository must be securely locked. At the time each Night Bag is placed in a Night Depository the Bag must be securely closed and placed completely in the Night Depository.

- 5.3. Processing of Night Deposits. Bank may open each Night Bag and remove its contents without Company or any of its representatives being present. The contents of each Night Bag will be processed in accordance with Bank's standard procedures, and if placed in a Night Depository before Bank's established "cut-off time" on any Business Day, those items acceptable for deposit will be deposited into the Account as of the close of business on that same Business Day. The cut-off time for deposits made through the night depository may be different from that for deposits made at the teller line. Night Deposits placed in a Night Depository after Bank's established "cut-off time" will be credited to the Account on the next succeeding Business Day. Company understands and agrees that the contents of a Night Bag will not be credited to the Account, nor will the relationship between Company and Bank be that of a debtor to a creditor with respect to any item in a Bag, until Bank has accepted the item for deposit into the Account after counting all the items in the Bag and calculating the total dollar amount of all such items.
- 5.4. Counting and Adjustment Procedures. If Company's records regarding the total dollar amount of the items in any Night Bag differ from Bank's calculation of the total dollar amount of the items in the Bag, Company has the burden of proving that its records show the correct amount in the Bag or Bank's total will be accepted as final. If there is a difference between Bank's total and Company's total for the amount of items in a Night Bag (as Company's total is shown on the deposit slip or slips in the Bag), Bank will send Company a statement indicating the amount of the difference. In the event that the difference cannot be resolved, Bank's count of the dollar amount will be conclusive and binding on Company.
- 5.5. Claims of Lost or Stolen Items. Company will have the burden of proving the amount of any item which it claims was lost or stolen while it was at a designated Store and that disappearance of the item occurred while it was at the designated Store. Company agrees to notify Bank immediately if Company determines that any Night Bag or any item in a Night Bag has been lost or stolen while at one of Bank's Stores. Company agrees that it will have total responsibility for each Night Bag and its contents until the Bag has dropped completely into a Night Depository.
- 6. Special Instructions. Company may submit to Bank in writing any special instructions it may have in connection with cash orders or deposits of items at Bank's cash vault or night depository locations. Bank may at its option accept or reject the instructions and so notify Company. Even if accepted, Bank may stop complying with the instructions upon prior notice to Company if, in Bank's opinion, continued compliance would increase Bank's costs or risks, interfere with its established or revised procedures, or diminish the efficiency of Bank's operations. Any loss attributable to increased risk resulting from a special procedure will be borne solely by Company.
- 7. Further Assurances. Company agrees to do any and all such further acts Bank may consider reasonably necessary or desirable to implement and carry out the intent of this Service Description, including, without limitation, providing information Bank requests regarding any Deposit Shipment, including, without, limitation, information necessary to file a Currency Transaction Report under the regulations implementing the Currency and Foreign Transactions Reporting Act of 1970, as amended from time to time, and to determine the source of any cash or items in a Deposit Shipment.

- **8.** Representations and Warranties regarding Deposit Shipments. To be eligible to make Deposit Shipments at a cash vault or Night Depository, Company hereby represents and warrants to Bank at the time of the delivery of each Deposit Shipment that:
 - **8.1 Deposits for Own Account.** Company makes Deposit Shipments for its sole account and does not directly or indirectly make any Deposit Shipments on behalf of any other party; unless such party has been previously disclosed to Bank and approved in writing by Bank, in its sole discretion.
 - **8.2 No Deposits from Outside the United States.** Company does not make Deposit Shipments from a source or sources known, or which upon reasonable inquiry would be known, to Company to be outside the United States.
 - **8.3**. **No Business as a Foreign Exchange House.** Company does not conduct any business, whether in whole or any part, as a foreign exchange house including, without limitation, as a Casa de Cambio.
- **9. Termination of Services.** Bank may immediately terminate any or all of the Services described herein in the event of Company's breach of any representation or warranty in Section 8. Otherwise, Bank may terminate this Service upon sixty (60) days prior notice to Company.
- **10. Survival**. Sections 3.6, 4.4., 4.5., 5.4., 5.5., 7 and 10 will survive termination of the Service.



RETURNED ITEM SERVICE DESCRIPTION

- **1. Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Returned Item service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

- 2. Description of Bank's Returned Items Services. Bank's Returned Item Services enable Company to have Bank (a) act as Company's returned Item processor with respect to Items payable to Company that are presented to Bank or another financial institution for payment and returned to Bank unpaid (each, a "Returned Item") in accordance with Company's Special Instructions to Bank for Returned Items ("Special Instructions") and (b) originate debits and report and process credits received for Company's returned check fee ("Returned Item Service Fee Recovery"). Company will communicate its Special Instructions regarding Company's Returned Items to Bank, and Bank will communicate to Company regarding the Services, using the media, format and communication channel(s) to which Company and Bank agree, seperately.
- 3. Conditions to Provision of Bank's Service. As conditions to Bank's provision of the Services, Company will at all times (a) maintain Company's demand deposit account(s) at Bank (each, an "Account") in good standing; (b) subscribe to Bank's Commercial Electronic Office® ("CEO®") Service; and (c) comply with all Rules Applicable to Bank's Returned Item Services as set forth in this Service Description.
- **4.** Rules Applicable to Bank's Returned Item Services. Bank will provide its Services to Company in accordance with:

- **4.1.** the Service Documentation including without limitation the User Guide that Bank makes available to Company at www.wellsfargo.com; and
- 4.2. State and federal laws and regulations and clearinghouse rules applicable to a Returned Item which may include Federal Reserve Board Regulation CC Subpart C relating to the collection of checks ("Reg CC"), Federal Reserve Board Regulation E ("Reg E") and, in the case of Bank's Returned Item Service Fee Recovery Service when Bank originates an ACH entry on Company's behalf, the National Automated Clearinghouse Association Operating Rules, as supplemented by any applicable operating rules of any automated clearing house of which Bank is a member (together, the "NACHA Rules"), all as amended from time to time.
- **5. Special Instructions.** Bank will process Company's Returned Items in accordance with Company's Special Instructions, unless Bank determines in Bank's sole discretion that doing so with respect to a Returned Item would prevent Bank from effectively providing Bank's Service to Company.
- 6. Bank's Right to Chargeback Returned Items. Bank may chargeback a Returned Item to any account Company owns in whole or in part at Bank or any affiliate of Bank without regard to whether the Returned Item was initially deposited to the account or to an account at another financial institution.
- 7. Returned Item Service Fee Recovery. Bank determines the state whose laws establish the maximum returned check fee that Company may assess a customer who issues a Returned Item to Company based on information about Company's retail locations Company provides to Bank when Company enrolls in the Service and subsequently after Bank receives notice from Company regarding a location change in Company's retail locations. If Company fails to provide information to Bank regarding a location change in a timely fashion, Bank will assess the lowest maximum fee permitted in the states for which Company has provided location information.

8. ACH Entries.

- 8.1. Payment Obligations; Settlement; Returned Debit Entries. In the case of Services for which Bank originates ACH debit entries on Company's behalf, each credit to Company's Account will be made on the applicable settlement date. Bank may charge Company's Account for any debit, correcting or reversing entry which is later returned to Bank. Company authorizes Bank upon prior oral or written notice to Company to place a hold on an equal amount of funds in Company's Account or to take any other action Bank deems appropriate to ensure Bank receives payment for any debit, correcting or reversing entry which is later returned to Bank.
- **8.2. Reimbursement.** Company will reimburse Bank for any loss or expense Bank incurs, including reasonable attorney's fees and legal expenses, as the result of (a) a breach of any warranty Bank makes under the NACHA Rules in connection with providing the Services to Company, (b) a breach of any representation or warranty that Company makes in this Service Description, or (c) an action Company asks Bank to take in connection with Bank's providing the Services to

Company. Company authorizes Bank to recover any such amount by debit to any account Company owns in whole or in part at Bank or any affiliate of Bank.

- **9. Company's Representations and Warranties.** Company represents and warrants to Bank that:
 - **9.1.** The information about Company's retail locations that Company provides to Bank in accordance with section 7 is accurate.
 - **9.2.** Company has received and will maintain current copies of the Rules Applicable to Services including without limitation Reg CC, Reg E and the NACHA Rules and is in compliance therewith.
- 10. Company's Agreement to Indemnify Bank. Company will indemnify, defend, and save harmless Bank, its parent company, and its affiliates and each of their respective directors, officers, employees, and agents (collectively in this section 10, "Indemnified Persons") from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) (collectively, "Losses and Liabilities") awarded against or incurred or suffered by Indemnified Persons arising directly or indirectly from or related to:
 - **10.1.** Any negligent or intentional act or omission by Company in the performance of its obligations under the Service Documentation including without limitation Company's obligation to provide Bank with information about Company's locations.
 - **10.2.** Any material breach in a representation, warranty, covenant, or obligation of Company contained in the Service Documentation;
 - **10.3.** The violation of any applicable law, statute, or regulation or of the Rules Applicable to Bank's Returned Items Services including without limitation Reg CC, Reg E and the NACHA Rules in the performance of Company's obligations under the Service Documentation; and
 - **10.4.** A breach of any warranty Bank makes under the NACHA Rules in connection with Bank's Services under this Service Description, any failure by Bank to assess the correct Returned Item Service fee based and any delay in the return of any Returned Item.
- **11. Bank's Assessment of Services.** Company agrees Bank may at any time or times modify this Service Description upon notice to Company, and the Service Description as modified will supersede this Addendum and be binding upon Company.
- **12. Survival.** Sections 6, 7, 8, 9, and 10 of this Service Description will survive termination of the Service.

RECEIVABLES MANAGER SERVICE DESCRIPTION



- **1. Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Receivables Manager services (each, a "Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

- 2. Description of Service. The Service enables Company to receive consolidated electronic files and/or human readable documents containing information (each, a "File") regarding credits and/or debits to the deposit accounts at Bank that Company enrolls in the Service (each, an "Account") and associated remittance information. The User Guide details (a) the types of payments for which Bank provides the Service, (b) the options Bank offers for formatting Files, (c) the secure transmission platforms Bank offers to deliver Files to Company, (d) the schedule Bank follows in providing the Service, and (e) Bank's Service level goals.
- 3. Re-association Service. If Company enrolls in Bank's Re-association Service, Bank will accept a File containing remittance information from a trading partner of Company and attempt to re-associate payments the trading partner makes separately by ACH or wire transfer, provided the trading partner (a) sends the remittance information to Bank in advance of the payment and (b) includes an originating company ID and a transaction reference number with both the remittance information and the associated payment.
- **4. Company's Receipt of Files; Acknowledgments.** Bank will not monitor Files transmitted to Company through the Service including without limitation any

acknowledgment Company's system may generate upon its receipt of a File. If Company does not receive a File when it expects to, Company will notify Bank. If Company requests Bank resend a File within fourteen days after Bank initially transmits the File to Company, Bank will attempt to honor such request but will have no liability for not doing so.

5. Incorrect, Incorrectly Formatted Information. Bank is not responsible for the accuracy of and will not verify remittance information it receives from Company's trading partners and provides to Company through the Service.

E-BOX® SERVICE DESCRIPTION



- **1. Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") E-Box® service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

- 2. Description of Service. Bank (a) receives electronic information ("Remittance Information") about payments Company's customers make to Company through online bill payment services and other payment channels described in Bank's Reference Guide for the Service (each, a "Payment"); (b) processes Payments for credit to Company's account at Bank ("Account"); and (c) provides information reporting on Payments to Company through Bank's separate Receivables Manager Service ("Remittance File"). The specific processing services Bank will provide to Company are detailed in the Statement of Work to which Company and Bank agree separately ("SOW"). Each Business Day, Bank credits Company's Account for Funded Payments (see section 3) via a consolidated Automated Clearing House ("ACH") credit entry ("File"). Bank originates each File in accordance with the National Automated Clearing House Association Operating Rules and any applicable local ACH rules (collectively, the "ACH Rules"). In order to enroll in the Service, Company will also enroll in Bank's Receivables Manager Service.
- 3. Funded Payments. A "Funded Payment" is a payment for which Bank receives Remittance Information and the funds relating to the Payment. Bank will process Payments for which Bank has received Remittance Information but not funding (each, an "Unfunded Payment") in accordance with the SOW.

COMMERCIAL ELECTRONIC OFFICE® ("CEO"®) SERVICE DESCRIPTION



- **1. Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") *Commercial Electronic Office*® service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

- 2. Description of Service. The CEO® is Bank's electronic banking portal that is accessed via the Internet. Authorized Representatives (see section 3) may use the CEO® to access (a) Bank Services in which Company has seperately enrolled (each, an "Accessed Service") and (b) third-party sites Bank may make available through the CEO®. Bank offers different channels through which Company may access the CEO® that may include without limitation personal computers and mobile devices. Bank may add or eliminate channels at any time. A Bank Service or third party site accessible through one channel may not be accessible through another channel. The Service Documentation includes the Service Description for each Accessed Service. In the event of a conflict between the Service Description for the Accessed Service will contol.
- 3. Access to the *CEO*[®]. When Company enrolls in the *CEO*[®] and as Bank may determine is necessary after enrollment, Bank will (in accordance with section 4) provide one or more secure means of accessing the Services (each, a "Log-On Credential") to the persons who are authorized to access the *CEO*[®] on Company's behalf (each an, "Authorized Representative"). Log-On Credentials may include without limitation Company and user IDs, passwords, token IDs and other means of providing secure access to the *CEO*[®] Service that Bank adopts after the date Company begins using the *CEO*[®] and may be changed by Bank at any time. Bank will have no obligation to Company to authenticate separately any communication Bank receives in

Company's name through the CEO^{\otimes} , whether or not an Authorized Representative actually issued the communication. Bank may, at Bank's sole option, contact Company with respect to any communication Bank receives in Company's name, but Bank's election to contact Company with respect to one or more communication will not obligate Bank to contact Company with respect to any subsequent communication Bank receives in Company's name.

4. Administration of the *CEO*[®].

- **4.1. General.** Bank offers two options for administering the $CEO^{\mathbb{R}}$: (a) self-administration and (b) Bank administration.
- 4.2. Self-Administration. If Company enrolls in Bank's self-administration option, there are three categories of Authorized Representatives: Company Administrator, Administrator or User. Bank provides Bank's then-current Log-On Credentials only to Company's initial Company Administrator(s) who will (a) assign Bank's Log-On Credentials to other individuals and (b) designate each such individual as (i) a Company Administrator, who may perform all functions of Company's initial Company Administrator; (ii) an Administrator, who may perform all the functions of an Administrator including without limitation designating other Administrator(s) and User(s); or (iii) a User, who may access those Services as designated by a Company Administrator or an Administrator and Administrator has the authority to enroll Company in additional Services. Company will promptly revoke the Log-On Credentials of any Authorized Representative when that individual is no longer an Authorized Representative.
- **4.3. Bank Administration.** If Company does not enroll in Bank's self-administration option, there is one category of Authorized Representatives: Users. Bank will assign Bank's then-current Log-On credentials to each User Company designates. Each User Company designates will remain authorized until Bank has a reasonable time to act after receiving Company's notification that the User is no longer so authorized.
- 5. Restricting or Terminating Access to the CEO[®]. Bank will not be obligated to permit any Authorized Representative to use any Service through the CEO[®] if Bank determines such use is (a) not in accordance with any term applicable to the CEO[®], (b) not permitted by any state or federal law or regulation, (c) not authorized by Company or any third person whose authorization Bank believes is necessary for such use, or (d) should be denied for Company's or Bank's protection (without Bank's agreeing to, or being required to, make this determination in any circumstance).
- **6. Financial Information.** Financial market data, quotes, news, research, and other financial information developed by third parties and transmitted to Bank (collectively, "Financial Information") may be available to Company at the $CEO^{\mathbb{R}}$. The posting of any Financial Information or any other information or data at the $CEO^{\mathbb{R}}$ will not be a recommendation by Bank of any particular Service or transaction. Bank does not guarantee the accuracy or completeness, (a) of any Financial Information, (b) is not responsible for the actions or omissions of the third parties developing or transmitting Financial Information or (c) for any decision made or action taken by Company in reliance on any Financial Information.
- 7. Cash Flow Analysis Service. This section contains additional terms applicable to Bank's Cash Flow Analysis Service. This Service enables Company to view and use certain data for global cash positioning and forecasting and journal entry. Bank will automatically populate data from

Company's deposit account(s) at Bank and other financial institutions Company directs to provide data to Bank. Company may also manually populate data. Bank will not verify the accuracy of data from other financial institutions, customer-populated data or forecasting information. Forecasting information is not a guarantee of actual performance. If Company uses this Service to convert balances to a currency other than the currency in which the Account is denominated, the conversion rate used through the Service may differ from the conversion rate actually used when the funds are converted on a given Business Day.

- **8. Company's Representations and Warranties.** Company represents and warrants to Bank:
 - **8.1.** Company's governing body has duly authorized each Authorized Representative, regardless of whether Company enrolls in Bank's self-administration option, Bank Administration or whether the individual is designated to act as Company Administrator, Administrator or User; and
 - **8.2.** Company will preserve the confidentiality of the Log-On Credentials and immediately notify Bank if Company becomes aware or suspects that any Log-On Credential may have been compromised.
- 9. Company's Agreement to Indemnify Bank. Company will indemnify and hold Bank, its parent company, and its affiliates and each of their respective directors, officers, employees, and agents harmless from and against all losses, damages, claims, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered by any of them arising directly or indirectly from or related to any material breach in a representation, warranty, covenant, or obligation of Company contained in this Service Description.
- **10. Survival.** Sections 3, 4, 5, 6, 7, 8 and 9 will survive termination of the Service.



WELLS FARGO REMOTE DEPOSIT CAPTURE SERVICE DESCRIPTION

(Wells Fargo Electronic Depositsm and Desktop Deposit[®])

- **1. Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") remote deposit capture services (collectively, "Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Service or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service:
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.; and
 - (f) the then-current Electronic Check Clearing House Organization Operating Rules and Commentary ("ECCHO Operating Rules").

- 2. Description of Service. The Service enables Company to create Electronic Items from eligible paper items and transmit the Electronic Items in an electronic file ("Electronic File") to Bank for review and processing for credit to Company's deposit account at Bank ("Account") in accordance with this Service Documentation. An "Electronic Item" is the electronic image of the front and back of each eligible U.S. Dollar paper item and other information captured from the paper item including without limitation MICR data (and will be deemed to be an "item" for purposes of the Uniform Commercial Code). Bank's Reference Guide for the Service lists eligible U.S. Dollar items (and ineligible items). For each Electronic Item Bank determines is eligible for processing, Bank will:
 - 2.1. create a substitute check as defined in the Account Agreement that Bank will present directly or indirectly to the bank (a) on which the original paper item to which the Electronic Item relates is drawn, or (b) at or through which the original paper item is payable (each, the "Paying Bank");
 - **2.2.** include the Electronic Item in an electronic file for presentment directly or indirectly to the Paying Bank; or

- **2.3.** post any Electronic Item for which Bank is the Paying Bank.
- 3. Creating Electronic Items and Transmitting Company's Electronic File to Bank. To create Electronic Items and transmit Company's Electronic File to Bank, Company will use either (a) Bank provided software and Bank provided, certified or approved hardware, or (b) Company's software and hardware or third-party provided software and hardware, provided each generates Electronic Items and Electronic Files that meet Bank's then current standards and specifications. Any third-party processor Company uses to prepare and/or transmit Company's Electronic File is Company's agent, and Company will be responsible for ensuring its agent complies with Company's responsibilities under this Service Description. In particular, each Electronic File Company's agent transmits to Bank will include only Electronic Items payable or endorsed to Company, unless Bank expressly agrees to permit Company's agent to include Electronic Items payable to multiple customers of Bank.
- 4. Processing Company's Electronic File. Bank will review each Electronic Item and process the Electronic Items Bank determines are eligible for processing on the Business Day Company transmits Company's Electronic File to Bank, if Bank receives Company's Electronic File before the processing deadline Bank separately discloses to Company ("Cut-Off Time") on that Business Day and on the next Business Day if Company transmits Company's Electronic File to Bank after Bank's Cut-Off Time. "Business Day" is every day except Saturday, Sunday and any federal holiday.
- 5. **Exception Items.** Each Business Day on which Bank processes Company's Electronic File. Bank may, without liability to Company, reject Electronic Items Bank determines are ineligible for the Service (each, an "Exception Item"). "Exception Item" includes without limitation an Electronic Item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Item, (c) is drawn on a bank located outside the United States and is not payable at or through a bank located within the United States, or (d) any Electronic Item other than one described in (a), (b), or (c) of this section 5 that applicable law prohibits Bank from accepting through a remote deposit capture platform. Bank will notify Company of each Exception Item through Bank's Commercial Electronic Office® service or other communication channel at Bank's discretion. Company will deposit an Exception Item to Company's Account only by depositing the original Paper Item to which the Exception Item relates or as otherwise agreed by Bank and Company. Even if Bank does not identify an Exception Item when Bank processes the Electronic File that includes the Exception Item, the substitute check or purported substitute check Bank creates from the Electronic Item may be returned to Bank because, among other reasons, the Paying Bank determines it is illegible or missing an image. Bank's failure to identify an Exception Item will not limit Company's obligations to Bank under section 9.
- 6. Deposits to Company's Account. Bank will be deemed to have accepted each Electronic Item for deposit to Company's Account (other than any Exception Item) (a) on the Business Day Bank processes the Electronic Item (b) at the Bank office where Company's Account is maintained. Funds from these Electronic Items will be made available in accordance with Bank's Funds Availability Policy applicable to Company's Account and will be deemed to be collected in accordance with Bank's Electronic Deposit Collected Funds Schedule which Bank will provide to Company upon request and may amend from time to time.

7. Third-Party Processors.

- **7.1. General.** This section contains additional terms applicable when Company is a third-party processor. Company is a "third-party processor" when it uses the Service either to (a) create and process an Electronic Item on behalf of a customer or (b) process an Electronic Item one of its customers has created and transmitted to Company.
- 7.2. Prerequisites for Acting as a Third-Party Processor. Prior to acting as a third-party processor with respect to any customer. Company will conduct due diligence appropriate to the type of Customer (consumer or business). As part of Company's due diligence, at time a customer initially opens an account with Company, Company will obtain the customer's name, Taxpayer Identification Number, and address. In addition, Company will fulfill obligations under applicable law with respect to (a) establishing and maintaining a Customer Identification Program and an Anti-Money Laundering Program and (b) suspicious activity monitoring and reporting. Company will also enter into an agreement with each of its customers which includes (i) provisions paralleling those in this Service Description relating to creating Electronic Items and maintaining the security of original Paper Items: (ii) warranties paralleling each of the warranties Company makes to Bank in this Service Description; (iii) an acknowledgement that Bank may at any time refuse to process Electronic Items for that customer; and (iv) if the customer is a business entity, an obligation that customer, upon request by Company, provide Company the information Company requires to enable Company to understand the nature of the customer's business.
- 7.3 Risk Parameters; Ongoing Monitoring. For each customer for which Company acts as a third-party processor, Company will, in accordance with reasonable commercial standards, monitor the customer's deposits for suspicious activity including out-of-pattern, duplicate and suspicious Electronic Items on an ongoing basis and take appropriate actions with respect to the customer's account with Company, up to and including refusing to process Electronic Items for the Customer and/or preventing the Customer from transacting on its account(s) with Company. Bank will establish and maintain confidential internal risk parameters for Company's Electronic File but Company is solely responsible for monitoring its customer's Electronic Items.
- **8. Company's Representations and Warranties.** Company represents and warrants to Bank Company will:
 - **8.1.** use the Service only for eligible paper items payable to or endorsed for deposit by Company (unless Bank expressly agrees otherwise);
 - **8.2.** transmit to Bank only Electronic Items suitable for processing including without limitation legible Electronic Items containing machine-readable MICR data;
 - **8.3.** not transmit to Bank any Electronic Item that duplicates an Electronic Item previously transmitted to Bank or that did not originate as an eligible paper item;
 - **8.4.** maintain control over and sole responsibility for secure retention and destruction of each original eligible paper item for which Company or one of Company's customers has created an Electronic Item (including the security and integrity of nonpublic personal information appearing on the original paper item throughout the transmission flow and

- while in storage) and properly secure all hardware Company uses in connection with the Service at all times:
- **8.5.** not transmit to Bank, deposit to Company's Account, or otherwise negotiate any original eligible paper item with respect to which Company has transmitted an Electronic Item to Bank, unless Bank has notified Company that the Electronic Item is an Exception Item;
- **8.6.** if Company uses an agent to create Electronic Items and/or transmit Company's Electronic File to Bank, Company will ensure its agent includes only Electronic Items payable to Company in an Electronic File, unless Bank expressly agrees to permit the agent to include Electronic Items payable to multiple customers of Bank; and
- **8.7.** if Company is a third-party processor as set forth in section 7 of this Service Description, comply with section 7 of this Service Description.
- 9. Company's Agreement to Indemnify Bank. Company will indemnify, defend, and save harmless Bank, its parent company, and its affiliates and each of their respective directors, officers, employees, and agents (collectively in this section 9, "Indemnitees") from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "Losses and Liabilities") by Indemnitees arising directly or indirectly from or related to:
 - **9.1.** Any negligent or intentional act or omission by Company in the performance of its obligations under this Service Description including without limitation failing to maintain control over and sole responsibility for secure retention and destruction of each original paper item for which Company has created an Electronic Item (including the security and integrity of nonpublic personal information appearing on the original paper item throughout the transmission flow and while in storage), in which event Losses and Liabilities will include without limitation consequential damages;
 - **9.2.** Any material breach in a representation, warranty, covenant, or obligation of Company contained in this Service Description;
 - **9.3.** Bank acting as a "reconverting bank" under the Check Clearing for the 21st Century Act through the creation of "substitute checks" or purported substitute checks using an Electronic Item, an Exception Item or an Electronic File, in which event Losses and Liabilities will include without limitation consequential damages; and
 - **9.4.** Bank presenting an Electronic Item to the Paying Bank for payment.
- **10. Termination.** In addition to its rights to discontinue providing Services under the Master Agreement, Bank may discontinue providing the Service to Company immediately upon notice if Bank determines in its sole discretion that Company has breached any of Company's obligations under sections 8 or 9 of this Service Description.
- 11. Additional Controls on Company.
 - 11.1. General. In FIL-4-2009, Risk Management of Remote Deposit Capture ("RDC") Guidelines, the FFIEC sets forth guidelines for agreements between a financial institution and its RDC customers. In accordance with these guidelines, Bank has the authority upon reasonable prior notice to Company to (a) mandate specific internal

- controls at Company's locations, (b) periodically audit or require audits of Company's RDC operations including Company's IT infrastructure at Company's expense, and (c) request additional information about Company.
- **11.2. Company's Internal Controls.** Company will establish internal controls related to Company's RDC operations. Upon reasonable request, Company will provide Bank with information about its internal controls and will work in good faith with Bank to resolve any concerns that Bank identifies with respect to such internal controls;
- **11.3.** Company's Consumer Complaints. Bank may upon reasonable prior notice to Company request information about (a) Company's procedures for handling consumer complaints relating to Company's RDC product ("consumer complaints"), (b) the number of consumer complaints Company received in the prior calendar quarter, and (c) the then current status of each consumer complaint.
- **12. Survival.** Sections 8 and 9 of this Service Description will survive termination of the Service.

ACH ORIGINATION SERVICE DESCRIPTION



- **1. Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") ACH origination service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

- 2. Description of Services. The Service enables Company to originate automated clearing house ("ACH") credit and debit entries in accordance with the National Automated Clearing House Association Operating Rules and any applicable local ACH rules (collectively, the "ACH Rules"; see section 3). Company will maintain one or more deposit account(s) at Bank or Bank's affiliate (each, an "Account"), that Bank may use to process such Entries. An "Entry" is an ACH debit or credit entry issued in Company's name, and a "File" is the data file or batch release used to transmit one or more Entries to Bank. Section 6 of this Service Description describes (a) the means Bank offers to Company for transmitting Files to Bank (each, an "Initiation Method") and (b) the means Bank will use to verify Company's authorization of a File or a communication amending or canceling an Entry or File (each, a "Security Procedure"). When Bank acts with respect to an Entry as both the originating depository financial institution ("ODFI") and receiving depository financial institution ("RDFI"), as ODFI and RDFI are defined by the ACH Rules, the Entry is an "on-us Entry."
- **3. ACH Rules.** Company (a) authorizes Bank to originate Entries on behalf of Company to Receivers' accounts; (b) agrees to be bound by the ACH Rules; and (c) agrees not to originate Entries that violate the laws of the United States. In addition, Company agrees Bank may audit Company's compliance with the Service Documentation and the ACH Rules.
- 4. Preparation of Entries and Files; Processing Schedules. Company will prepare each File in accordance with the ACH Rules and the guidelines Bank separately makes available to Company. Bank will process each File in accordance with Bank's then current processing schedule and any instructions regarding the date an Entry is to be settled that Company furnishes with the Entry provided (a) Bank receives the File by Bank's applicable cutoff time on a Business Day and (b) the ACH is open for business. Files will be deemed received by Bank when the transmission of the File to Bank is

completed and authenticated in compliance with the Security Procedure. If Bank receives a File after Bank's applicable cutoff time or on a day when the ACH is not open for business, the File will be treated as having been received prior to Bank's applicable cutoff time on the next Business Day on which the ACH is open for business. A "Business Day" is every day except Saturday, Sunday and federal holidays.

- 5. Inconsistency of Name and Number. If an Entry describes a "Receiver" (as defined in the ACH Rules), both by name and identifying number, the RDFI may pay the Entry on the basis of the identifying number, even if the number identifies a person different from the named Receiver. If an Entry describes the RDFI both by name and identifying number, Bank, a gateway operator or another financial institution handling the Entry may rely on the identifying number to identify the RDFI, even if the identifying number refers to an institution other than the named RDFI.
- 6. Initiation Methods and Security Procedures. This section lists the Initiation Methods and describes the Security Procedures Bank offers for ACH origination. Company's elections regarding Initiation Methods and Security Procedures are set forth in the Acceptance.
 - 6.1. Commercial Electronic Office® (CEO®) Initiation Method.

The CEO® portal is Bank's electronic banking portal that is accessed via the Internet. The CEO® security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Bank's standard CEO® security procedures also include dual custody for select, high-risk ACH activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

6.2. Direct Origination Initiation Method.

Secure Application File Exchange Transmission ("SAFE-T"). This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

IBM® Connect:Direct® with Secure Plus+. Secure Plus+ is an add-on to Connect Direct to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect Direct® is a registered trademark of Sterling Commerce, Inc. an IBM Company.

SWIFT FileAct. SWIFT has established procedures for controlling access to SWIFT messaging services that may include access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Files based on SWIFT message type prior to accepting them for routing as SWIFT messages. This authentication may include confirming the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time.

6.3. Payment Manager® Initiation Method.

Secure Application File Exchange Transmission ("SAFE-T"). This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

Machine-to-Machine ("M2M"). This transmission method may use an XML message interface that is based on the Interactive Financial eXchange (IFX) message standard using SOAP structured messages or other formats and protocols such as JSON and REST. Data is communicated via the Internet using 128-bit encryption and Secure Socket Layers (SSL).

IBM® Connect:Direct® with Secure Plus+. Secure Plus+ is an add-on to Connect Direct to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect Direct® is a registered trademark of Sterling Commerce, Inc. an IBM company.

Value-Added Network ("VAN"). With this transmission method, a third party serves as an intermediary for transmitting data between Company and Bank. Procedures for transmitting Payment Orders may vary by VAN. Bank follows the procedures of the VAN selected by Company to authenticate each File transmitted to Bank through the VAN in Company's name.

SWIFT® **File Act.** SWIFT has established procedures for controlling access to SWIFT messaging services that may include access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Files based on SWIFT message type prior to accepting them for routing as SWIFT messages. This authentication may include confirming the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time.

6.4. Security Procedure Elected by Company's Third Party Service Provider.

Company is utilizing a Third Party Service Provider ("TPSP") as defined in the ACH Rules to originate Entries and Files on Company's behalf. Bank will authenticate each File transmitted to Bank in Company's name in accordance with the security procedure the Company's TPSP has elected. Company will notify Bank of any change to Company's TPSP in a manner affording Bank a reasonable opportunity to act on the information.

6.5. Non-Standard Security Procedure.

If Company has refused to utilize any of the security procedures described above, then the Security Procedure Company will use is described on Attachment B to the Treasury Management Product Enrollment form.

7. Company's Payment Obligations. As of the applicable settlement date, Company will maintain available funds in each Account sufficient to cover the credit Entries originated against it. Company's obligation to pay Bank for each credit Entry matures when Bank transmits the credit Entry to the ACH or gateway operator or posts an on-us Entry. Bank is authorized to debit the Account for the total amount of all credit Entries originated from it at any time. If requested by Bank, Company will pay to Bank, in immediately available funds, an amount equal to all credit Entries Company originates through Bank before the date Bank delivers the credit Entries to the ACH or gateway operator or posts an on-us Entry. If Company fails to comply with Bank's request, Bank may refuse to send the Entries to the ACH or gateway operator or post an on-us Entry. Bank may take such other actions as it deems necessary or appropriate to ensure Bank receives payment for Company's credit Entries including without limitation (a) upon notice to Company, placing a hold on funds in any account at Bank or any affiliate of Bank that Company owns in whole or in part sufficient to cover Company's credit Entries and (b) setting

off against any amount Bank or an affiliate of Bank owes Company. In addition, Bank may charge the Account or any other Company account at Bank or any affiliate of Bank for any debit, correcting or reversing Entry which is later returned to Bank.

- 8. Provisional Credit. A credit to Company's Account for an Entry is provisional until Bank receives final settlement for the Entry. If Bank does not receive final settlement, Bank is entitled to debit Company's Account or any other accounts Company owns in whole or in part at Bank or any affiliate of Bank for the amount of the Entry. Company will pay any shortfall remaining after such debit to Bank immediately upon demand.
- **9. Rejected Entries.** Bank may reject an Entry or File if Company fails to comply with the terms of this Service Description. Bank will attempt to notify Company promptly so Company may cure the defect but will have no liability to Company for rejecting an Entry or File or any loss resulting from Bank's failure to provide notice. If Company requests Bank repair an Entry or File and Bank attempts to do so, Bank will not be liable if it is unable to make the requested repair. Company will pay all charges and expenses Bank incurs in connection with any repair or attempted repair.
- 10. Cancellation, Amendment, Reversal. Company has no right to cancel, amend or reverse an Entry or File after its receipt by Bank. If Company requests Bank cancel, amend or reverse an Entry or File, Bank may, at its sole discretion, attempt to honor such request but will have no liability for its failure to do so. Company will reimburse Bank for any expenses, losses or damages Bank incurs in effecting or attempting to effect Company's request.
- 11. Returned Entries. Bank will have no obligation to re-transmit a returned Entry or File to the ACH or gateway operator, or to take any further action with respect to a returned on-us Entry, if Bank complied with the terms of this Service Description with respect to the original Entry or File. Company will reimburse Bank for any returned debit Entries on the same day Company receives notice of such returned Entry.
- **12. Reconstruction of Entries and Files.** Company will retain sufficient records to permit it to reconstruct each Entry and File it delivers to Bank for a period of five (5) Business Days after the applicable settlement date and will submit the reconstructed Entry or File to Bank upon request.
- **13. Audit.** Company grants Bank ongoing access to Company's Files and the right to audit periodically such Files and Company's ACH processes and controls so Bank can verify Company's compliance with this Service Description.
- 14. Bank's Internal Risk Parameters. Bank establishes internal risk parameters to identify out-of-pattern or suspect Entries or Files and protect Company and Bank from potential losses. These parameters may include without limitation limits on debit and credit settlements on a single Business Day and/or over multiple consecutive Business Days. Bank may pend or delete an Entry or File exceeding the applicable parameters. In addition, any transaction TYPE (debit or credit) or SEC (standard entry class) as defined in the ACH Rules may, at Bank's option, be conditioned upon Bank's prior approval. Upon notice to Company, Bank may discontinue processing a TYPE and/or SEC of transactions Bank has previously processed for Company.

15. International Entries.

15.1. General. This section contains additional terms applicable when the financial institution holding the account designated to receive an Entry is in a jurisdiction ("Receiving Country") other than the United States (each, an "International Entry"). Bank will process each International Entry in accordance with (a) the laws and payment system rules of the Receiving Country (b) any agreement governing International Entries between Bank and the gateway operator through which Bank processes the International Entry, the terms of which Bank communicates to Company prior to Company's use of the Service or from time to time thereafter, and (c) the ACH

Rules. If there is a conflict among these three clauses, they will govern in the order set forth in this subsection.

- **15.2. Credit Entries.** With respect to credit Entries Bank agrees to originate in the currency of a designated foreign government or intergovernmental organization ("Foreign Currency"), Bank will convert the amount to be transferred from U.S. dollars ("USD") to the Foreign Currency at Bank's sell rate for exchange in effect on the Business Day the Entry is transmitted by Bank to the ACH or gateway operator. If the financial institution designated to receive the funds does not pay the Receiver specified in the Entry, or if the Entry is subsequently determined to be erroneous, Bank will not be liable for a sum in excess of the amount of the original Entry after it has been converted from the Foreign Currency to USD at Bank's buy rate for exchange at the time the Entry is returned to Bank.
- 15.3. Debit Entries. With respect to debit Entries Bank agrees to originate in a Foreign Currency, Bank will convert the amount of each Entry from the Foreign Currency to U.S. Dollars at Bank's buy rate for exchange in effect on the settlement date of the Entry. If the financial institution designated to receive the Entry subsequently returns it, Bank may charge the applicable Account (or any other accounts Company owns in whole or in part at Bank or any affiliate of Bank) for the amount equal to the value of the returned Entry, after Bank has converted the Foreign Currency to USD at Bank's sell rate for exchange at the time the Entry is returned to Bank. Bank will not be liable for a sum in excess of the original amount of the Entry after conversion.
- **15.4.** Acts or Omissions of Third Parties. Bank will not be liable for any failure or delay by a gateway operator, any intermediary financial institution, or the financial institution designated to receive the Entry in the Receiving Country in processing or failing to process any Entry Bank transmits to the Receiving Country, or for acts or omissions by a third party including without limitation the delay or failure of any third party to process, credit or debit any Entry.
- **16. Third-Party Sender Activities.** This section contains additional terms applicable when Company is a Third-Party Sender, as defined by the ACH Rules.
 - 16.1 General. Prior to originating any Entry on behalf of a customer of Company, Company will (a) notify Bank in writing of any other financial institution Company is using to originate transactions as a Third-Party Sender and thereafter notify Bank before Company adds any new financial institution for this purpose; (b) provide Bank with the information Bank requires to enable it to understand the nature of Company's customer's business including without limitation the name, Taxpayer Identification Number, business activity and geographic location of Company's customer; (c) if specifically required by Bank, obtain Bank's written approval to initiate or continue to initiate Entries for that customer, which approval Bank may rescind upon written notice to Company; and (d) enter into a written agreement with that customer whereby that customer agrees:
 - **16.1.1.** to assume the responsibilities of an originator under the ACH Rules and to be bound by the ACH Rules as in effect from time to time;
 - **16.1.2.** ACH entries may not be initiated in violation of the laws or regulations of the United States including without limitation the regulations issued by the Office of Foreign Assets Control;
 - **16.1.3.** to grant Bank ongoing access to audit it and any ACH entry that it has transmitted to Company for transmission to Bank; and
 - **16.1.4.** Bank may at any time refuse to process an ACH entry for that customer.

- 16.2. Representations and Warranties. Company represents and warrants to Bank Company (a) has conducted due diligence with respect to each customer of Company for which Company is originating transactions through Bank and determined that each such customer is engaged in a legitimate business and that the type, size and frequency of transactions that each such customer is originating is normal and expected for the customer's type of business; and (b) will, in accordance with reasonable commercial standards, monitor each customer's business and transactions on an ongoing basis and notify Bank promptly if Company identifies any unusual activity by Company's customer.
- 17. Perfect NOC Service. This section contains additional terms applicable to Bank's Perfect NOC Service. Bank maintains a database of Notifications of Change (each, a "NOC") that Bank receives and uses this database to update Company's Entries in accordance with the Service options Company selects from time to time. Bank will notify Company of each NOC Bank receives in connection with Company's Entries.
- 18. Smart Decision Service. This section contains additional terms applicable to Bank's Smart Decision Bank will process for credit to the Account specified by Company checks and other instruments payable to Company (each, an "Item") that Company delivers to Bank. Company will use the depository channels through which Bank offers the Service including electronic channels and other channels specified by Bank through which Bank accepts Items for processing. When Company uses electronic depository channels, Company transmits an "Electronic File" to Bank that includes electronic images of Items (each, an "Electronic Image") and other information regarding Items in the Electronic File. Each Business Day, Bank processes Company's Electronic File and other Items according to the processing criteria Bank has on file for Company, the issuer of an Electronic Image or Item, and Bank (each, respectively, a "Company Preference," an "Issuer Preference," or a "Bank Preference.") Based on these Preferences, Bank will (a) convert each eligible Electronic Image and Item to an ACH debit Entry on the deposit account on which it was drawn; (b) process remaining Electronic Images in accordance with Bank's separate Service Documentation governing the electronic depository channel Company used to deliver the Electronic Image to Bank; or (c) process remaining Items in accordance with Bank's Commercial Account Agreement. If a Company Preference or an Issuer Preference conflicts with a Bank Preference, Bank will follow the Bank Preference.

19. Warranties.

- 19.1 General. Company acknowledges Bank makes certain warranties under the ACH Rules with respect to each Entry. Company will reimburse Bank for any loss Bank incurs, including Bank's reasonable attorneys' fees and legal expenses, as the result of a breach of a warranty made by Bank in connection with any Entry Bank originates upon the instructions received from Company, except to the extent that the loss resulted from Bank's own gross negligence or intentional misconduct.
- 19.2 Smart Decision Service. If Company subscribes to Bank's Smart Decision Service, Company warrants Company (a) will transmit to Bank only Electronic Images that are suitable for processing, including, but not limited to, Electronic Images that are legible and contain machine-readable MICR data; (b) will not deposit to the Account or otherwise negotiate any original Paper Item from which Company has previously created and submitted to Bank an Electronic Image, unless Bank has notified Company the Electronic Image is not legible or contains MICR data that is not machine readable; and (c) has received copies of the then-current ACH Rules and Reg E and will comply with both at all times Bank provides the Service.
- 20. Indemnification. Company acknowledges Bank indemnifies certain persons under the ACH Rules. Company agrees to reimburse Bank for any loss Bank incurs, including its reasonable attorneys' fees and legal expenses, as the result of the enforcement of any such indemnity, except to the extent the loss resulted solely from Bank's own gross negligence or intentional misconduct. In addition, Company will indemnify Bank from and against all liabilities, losses, damages, claims, obligations, demands,

charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered by Bank arising directly or indirectly from or related to any material breach in a representation, warranty, covenant, or obligation of Company contained in this Service Description.

- **21. Termination.** In addition to the termination provisions contained in the Master Agreement, Bank may terminate the Services immediately upon notice to Company if Bank determines in its sole discretion: (a) the number of returned debit Entries originated under this Service Description is excessive; or (b) Company has breached a warranty provided under the ACH Rules or this Service Description or otherwise failed to comply with the ACH Rules.
- **22. Survival.** Sections 4, 5, and 7-20 will survive termination of the Services.

TARGET BALANCE ACCOUNT SERVICE DESCRIPTION



- **1. Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Target Balance Account service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

This Service Description and the Master Agreement are posted at Bank's Commercial Electronic Office® (CEO®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO® portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

2. Description of Service. If Company maintains multiple accounts at Bank, Company may designate in writing one such account as its "Principal Account" and one or more additional accounts as "Target Balance Accounts". For each Target Balance Account, Company will separately specify to Bank in writing the Ledger Balance or Collected Balance which Company wishes to maintain in such account (the "Target Balance"). At the end of each Business Day, Bank will determine the applicable balance on deposit in each Target Balance Account. If the applicable balance in a Target Balance Account exceeds its Target Balance, Bank will transfer from the Target Balance Account to the Principal Account such funds as are necessary to bring the applicable balance is less than the Target Balance, Bank will transfer from the Principal Account to the Target Balance Account such funds as are necessary to bring the applicable balance to the Target Balance. Bank may, but will not be required to, transfer funds if the transfer would create an overdraft or exceed the Collected Balance then on deposit in the Principal Account.

WELLS FARGO

WIRE TRANSFER SERVICE DESCRIPTION

- **1. Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Wire Transfer service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

- 2. Description of the Service. The Service enables Company to instruct Bank to transfer funds in accordance with Article 4A of the Uniform Commercial Code as amended from time to time ("UCC 4A") and the rules and regulations of any funds transfer system Bank uses to effect the transfer. In this Service Description, an instruction to Bank (including any communication cancelling or amending an instruction) in Company's name to transfer funds from Company's account at Bank or Bank's affiliate (each, an "Account") is a "Payment Order" (as defined in UCC4A). Section 5 of this Service Description describes (a) the means Bank offers to Company for transmitting Payment Orders to Bank (each, an "Initiation Method") and (b) the means Bank will use to verify Company's authorization of a Payment Order or a communication amending or canceling a Payment Order (each, a "Security Procedure").
- Preparation of Payment Orders; Processing Schedules. Company will prepare each Payment Order in accordance with guidelines Bank separately makes available from time to time. Bank will execute each Payment Order in accordance with Bank's then current processing schedule and any instructions Company furnishes with the Payment Order regarding the date a Payment Order is to be executed. A Payment Order will be deemed received by Bank when Bank has verified it in compliance with the Security Procedure. If Bank receives a Payment Order after Bank's applicable cutoff time on any Business Day, Bank will treat the Payment Order as having been received prior to Bank's applicable cutoff time on Bank's next Business Day. A "Business Day" is every day except Saturday, Sunday, and federal holidays.

- 4. Inconsistency of Name and Number. If a Payment Order describes the person to receive the funds that are the subject of the Payment Orders both by name and identifying number, Bank may execute the Payment Order on the basis of the identifying number, even if the number identifies a person different from the named person. If a Payment Order describes a financial institution both by name and identification number, the identification number may be relied upon to identify the financial institution, even if the identification number refers to a financial institution other than the named financial institution.
- 5. Initiation Methods and Security Procedures. This section lists the Initiation Methods and Security Procedures Bank offers for wire transfers. Company's elections regarding Initiation Methods and Security Procedures is/are set forth in the Acceptance.
 - 5.1. Commercial Electronic Office® (CEO®) Initiation Method.

The *CEO*[®] portal is Bank's electronic banking portal that is accessed via the Internet. The *CEO*[®] security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Bank's standard *CEO*[®] security procedures also include dual custody for select, high-risk wire transfer activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

5.2. Payment Manager® Initiation Method.

Secure Application File Exchange Transmission ("SAFE-T"). This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

Machine-to-Machine ("M2M"). This transmission method may use an XML message interface that is based on the Interactive Financial eXchange (IFX) message standard using SOAP structured messages; or it may use other formats and protocols such as JSON and REST. Data is communicated via the Internet using 128-bit encryption and Secure Socket Layers (SSL).

IBM® Connect:Direct® with Secure Plus+. Secure Plus+ is an add-on to Connect:Direct® to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect:Direct® is a registered trademark of Sterling Commerce, Inc., an IBM company.

Value-Added Network ("VAN"). With this transmission method, a third party serves as an intermediary for transmitting data between Company and Bank. Procedures for transmitting Payment Orders may vary by VAN. Bank follows the procedures of the VAN selected by Company to authenticate each Payment Order transmitted to Bank through the VAN in Company's name.

SWIFT File Act. SWIFT has established procedures for controlling access to SWIFT messaging services (each, an "Access Control") that may include access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Payment Orders based on SWIFT message type prior to accepting them for routing as SWIFT messages. This authentication may include confirming that the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the

transmission of SWIFT messages between them as SWIFT requires from time to time.

5.3. Voice Initiation Method.

Bank's voice initiation security procedure consists of confirming (a) the personal identification number ("PIN") accompanying a Payment Order corresponds with a valid PIN assigned to Company for voice-initiated Payment Orders and (b) the voice print provided when placing a Payment Order matches the voice print registered for the PIN holder.

5.4. SWIFT® (FIN) Initiation Method.

SWIFT has established procedures for controlling access to SWIFT messaging services that may include access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Files based on SWIFT message type prior to accepting them for routing as SWIFT messages. This authentication may include confirming that the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time.

5.5. Non-Standard Security Procedure.

If Company has refused to utilize any of the security procedures described above, then the Security Procedure Company will use is described on Attachment B to the Acceptance.

- 6. Authorization to Pay. Company authorizes Bank to (a) execute any Payment Order Bank verifies in accordance with the Security Procedure and (b) debit the account specified in the Payment Order (and if no account is specified, the Account or any other account of Company at Bank or an affiliate) even if a debit results in an overdraft on the execution date (as defined in UCC4A). Company will maintain sufficient available funds in the account specified in the Payment Order at the time of each debit.
- 7. Company's Duty to Report Erroneous or Unauthorized Tranfer Instructions. Company will exercise ordinary care to determine whether a Payment Order accepted by Bank was either erroneous or not authorized and to notify Bank of the relevant facts within a reasonable time not exceeding fourteen (14) days after Company receives notification from Bank that the Payment Order was accepted or that the Account was debited with respect to the Payment Order, whichever is earlier. Company will be liable to Bank for the loss Bank incurs as a result of Company's failure to act in accordance with this section.
- **8. Rejected Payment Orders.** If a Payment Order is rejected for any reason Bank will attempt to notify Company promptly so Company may cure the defect but will have no liability to Company for a rejected Payment Order or any loss resulting from Bank's failure to provide notice.
- **9. Cancellation, Amendment, Reversal.** A Payment Order will be final and not subject to cancellation, amendment or reversal by Company, except Bank may, at Company's request, make an effort to effect such cancellation, amendment or reversal without incuring any liability for its failure or inability to do so.
- 10. International Wire Transfers. A Payment Order expressed in U.S. Dollars will be sent in U.S. Dollars. Company may request that prior to executing a Payment Order, Bank convert the amount to be transferred from U.S. Dollars to the currency of a designated foreign government or intergovernmental organization ("Foreign Currency") at Bank's sell rate for exchange in effect on the date Bank executes the Payment Order. If the financial institution designated to receive the funds does not pay the beneficiary specified in a Payment Order payable in Foreign Currency and the funds are returned to Bank, Bank will not be liable for a sum in excess of the value of the funds after they have been converted from Foreign Currency to U.S. Dollars at Bank's buy rate for exchange at the time the cancellation of the Payment Order is confirmed by Bank. Bank will not be liable for any failure or delay by any financial institution or other third party in the designated foreign country in executing or failing to execute any Payment Order Bank transmits to a foreign country.
- 11. Drawdown Requests. A "drawdown request" is an instruction from Company to another depository institution to debit (a) an account at that institution and transfer the funds to Bank (each, an "outgoing drawdown request") or (b) the Account and transfer the funds to that institution (each, an "incoming drawdown request"). In this Service Description, "Payment Order" includes drawdown requests. Bank may execute an incoming drawdown request that conforms with instructions it receives through Fed Wire, SWIFT, CHIPs or any other funds transfer system, provided such instructions are not inconsistent with instructions Company separately provides in writing. The authority to execute the incoming drawdown request will

continue until Bank receives express written notice from Company that such authority is revoked.

- 12. Limitation of Bank's Liability. If Bank executes Company's Payment Order by sending instructions to another financial institution, Bank may send the payment order by any transmission method and by any route Bank in its sole discretion considers reasonable. Bank will not be liable for any third party's failure to or delay or error in processing a Payment Order. If the beneficiary bank does not pay the beneficiary specified in the Payment Order, a refund will be made only after Bank has received confirmation of the effective cancellation of the Payment Order and Bank is in free possession of the funds debited or earmarked in connection with the Payment Order. If Bank is notified it did not transfer the full amount stated in a Payment Order. Bank's sole obligation will be to promptly execute a second Payment Order in the amount of the stated deficiency. If Bank executes a Payment Order in excess of the amount stated in the Payment Order, to the extent Company does not receive the benefit of the Payment Order, Bank will only be liable for any loss of the principal amount transferred in excess of the amount stated in the Payment Order. Additionally, Bank will be liable for the amount of interest Company has lost due to the transfer of the excess amount, computed at the then current Federal Funds rate. However, Bank's liability for loss of interest will be limited to twenty (20) calendar day's interest. This section sets forth Bank's complete liability for a Payment Order issued or received under this Service Description.
- 13. Survival. Sections 4, 5, 6, 7, 8, 9, 10, 11 and 12 will survive the termination of Services.

INFORMATION REPORTING SERVICE DESCRIPTION



- **1. Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Information Reporting services (each, a "Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

- 2. Description of Services. The Services enable Company to view and or receive files containing data and/or images (each, a "File") regarding specified transactions on each deposit account at Bank that Company enrolls in the Service (each, an "Account"). The means used to transmit Files to Company include without limitation BAI File Transfer, Bank's Commercial Electronic Office® ("CEO"®), and CD-ROM. Depending on the Service Company elects, the transactions may include checks or other instruments (each, an "Item") (a) posted to Company's Account; (b) cashed or collected by Bank or accepted for deposit to Company's Account; and (c) returned unpaid to Company's Account. "Item" is defined in Bank's Commercial Account Agreement.
- 3. Information From Company's Accounts at Other Financial Institutions. If the Service Company elects permits Company to have information from deposit accounts Company maintains at other financial institutions imported to Bank and included in a report Bank provides to Company in connection with the Service, Bank will not verify the accuracy or completeness of the information.
 - 4. Software Sublicense. If a software sublicense is required for Company to access the Service ("Software Sublicense"), Bank will make the terms of the Software Sublicense available to Company as part of the set up process for the Service. Company will be required to accept the Software Sublicense before being allowed to access the Service. Bank may terminate any Service requiring use of a Software Sublicense immediately on written notice to Company, if Company fails to comply with the Software Sublicense. Company's obligations under this section 4 will survive the termination of Service.

IMAGE FILE IMPORT SERVICE DESCRIPTION



- **1. Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Image File Import service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

- 2. Description of the Service. The Service enables Company to receive files ("Files") containing images of and data regarding (a) specified transactions involving checks or other instruments (each, an "Item") on each account at Bank that Company enrolls in the Service (each, an "Account"), and (b) Items otherwise processed by Bank on behalf of Company. Covered account-related transactions include Bank's acceptance of Items for deposit to an Account, Bank's posting of deposited Items to an Account, Bank's encashment or collection of Items presented against an Account, and Bank's handling of Items returned unpaid to an Account. The data and images Bank provides will include an index of each Item together with, in the case of processed or deposited Items, images of coupons and other documents that are received and processed by Bank along with the Items. Company may access Files through delivery channels Bank makes available.
- 3. Conditions to Provision of the Service. As conditions to Bank's provision of the Service, Company will (a) at all times maintain the Account(s) in good standing; (b) subscribe to the applicable Treasury Management Services for which images and data are provided through the Service; and (c) agree to the terms of the software sublicense (see Section 6) if Company has elected to use the WellsImage[®] Viewer Software (the "Software") to view certain Items or Deposited Items.

- 4. Rules Applicable to the Service. Bank will provide the Service to Company in accordance with (a) the Service Documentation; and (b) state and federal laws and regulations, including the National Automated Clearing House Association Rules ("NACHA Rules") applicable to Paper Item conversion.
- 5. Paper Item Conversion. NACHA Rules allow for the conversion of certain Items into ACH items. Images of posted Items that have been converted pursuant to the NACHA Rules may not be available through the Service.
- 6. Software Sublicense. Company will use the Software in accordance with the terms of a non-exclusive, non-assignable sublicense ("Software Sublicense") from Bank. The Software Sublicense will be presented to Company during installation, and Company will be required to accept it before being allowed to use the Software. This Section will survive termination of this Service.
- **7. Termination.** In addition to the termination provisions of the Master Agreement, the Service may also be terminated by Bank immediately on written notice to Company, if Company fails to comply with its obligations under the Software Sublicense.



STOPS—IMAGES—SEARCH {"SIS"} SERVICE DESCRIPTION

This Service Description contains provisions which, in addition to the provisions contained in the Master Agreement for Treasury Management Services between Bank and Company (the "Agreement"), will govern the Stops—Images--Search {"SIS"} Service (the "Service").

1. The Service. Company may, using a computer or a computer and browser acceptable to Bank, request stop payment orders on checks drawn on Company's deposit account(s) or Company's account(s) with another financial institution maintained in connection with the Controlled Disbursement Service (a "Controlled Disbursement Account") and, where applicable, request photocopies of checks that have cleared Company's deposit account(s) or Controlled Disbursement Account(s).

2. Stop Payments.

- **2.1** Requirements. Bank may pay a check against Company's deposit account(s) whenever it is presented and without regard to its date. If Company does not want Bank to pay a check, it must place a stop payment order which is valid for the period specified when Company opened its deposit account and must be received within sufficient time for Bank to act.
- 2.2 <u>Limitations</u>. A stop payment order will be ineffective with respect to (a) a check deposited to an account at a Wells Fargo Bank if it cannot be charged back without creating an overdraft in that account, and (b) a check that was cashed by any Wells Fargo Bank. Company authorizes Bank to accept telephone stop payment orders from any person who Bank in good faith believes is acting on Company's behalf. In Texas, Company must confirm an oral stop payment order in writing.
- **3. Survival.** The provisions of this Service Description designated as Sections 2 and 3 will survive termination of the Service.

WELLSIMAGE® CD SERVICE DESCRIPTION



- **1. Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") WellsImage CD service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

- 2. Description of the Service. The Service enables Company to receive a WellsImage CD-ROM ("CD-ROM") containing (a) an index of each Paper Item that has been paid against each Company checking account at Bank that is enrolled in the Service (each, an "Account") for the specified CD-ROM cycle; and (b) images of the front and back of each paid Paper Item. After the end of each CD-ROM cycle, CD-ROMs will be sent to Company at the address(es) designated by Company. CD-ROMs may be viewed using the WellsImage Viewer™ Software (the "Software") which will be provided pursuant to Section 7 below. "Paper Item" is defined in Bank's Commercial Account Agreement.
- 3. Condition to Provision of the Service. As conditions to Bank's provision of the Service, Company will (a) at all times maintain the Account(s) in good standing, and, (b) comply with the Software Sublicense (see Section 7).
- 4. Rules Applicable to the Service. Bank will provide the Service to Company in accordance with (a) the Service Documentation including, without limitation, the WellsImage Viewer User Guide(s) that Bank makes available to Company; and (b) state and federal laws and regulations, including the National Automated Clearing House Association Rules ("NACHA Rules") applying to Paper Item conversion.

- **5. Paper Item Conversion.** The NACHA Rules allow for the conversion of certain Paper Items into ACH items. Images of Paper Items converted pursuant to the NACHA Rules may not be available through the Service.
- 6. Images and Replacement CD-ROMs. If a Paper Item on a CD-ROM index is not imaged on the CD-ROM (and the image is available), Bank will, upon request and without charge, send an image copy of the front and back of the Paper Item. However, each Paper Item will be indexed and the data contained on the Paper Item will be provided on the CD-ROM whether or not an image of the Paper Item is available. In addition, Bank will, at Company's request, recreate a CD-ROM, but only for a period of sixty (60) days after the CD-ROM is first created.
- 7. Software Sublicense. Company will use the Software in accordance the non-exclusive, non-assignable sublicense ("Software Sublicense") from Bank. The Software Sublicense will be presented to Company during installation, and Company will be required to accept it before being allowed to use the Software. This Section will survive termination of this Service.
- **8. Termination.** In addition to the termination provisions of the Master Agreement, the Service may also be terminated by Bank immediately on written notice to Company if Company fails to comply with its obligations under the Software Sublicense.

WELLS FARGO

ACCOUNT RECONCILIATION PLAN SERVICE SERVICE DESCRIPTION

- 1. Introduction. This Service Description is part of the Service Documentation governing the Wells Fargo Bank, N.A. ("Bank") Account Reconciliation Plan service ("Service"). "Service Documentation" is defined in Bank's Master Agreement for Treasury Management Services ("Master Agreement"). The Service Documentation includes the Acceptance of Services ("Acceptance"), and "Company" is the company identified in the Acceptance.
- 2. Description of Services. Bank's ARP Services enable Company to use Bank to (a) store information about Items Company issues on demand deposit accounts that Company enrolls in the Services (each, an "Account"); and (b) process the information in accordance with the Service option(s) that Company elects during the set up process for the Services and from time to time thereafter. Bank's User Guide for the Services details the Service options. "Item" is defined in Bank's Commercial Account Agreement.
- 3. Issued Check Information. If Company elects Bank's full ARP Service, each Business Day prior to the cutoff time Bank seperately discloses, Company will provide Bank with the issue date, serial number and dollar amount of each Item Company issues on the Account ("Issued Check Information") using the communication channel(s) Company elects. If Company elects Bank's Deposit Location Reporting Service, Company will provide Bank with a list of Company's location numbers and names and may amend the list from time to time by notifying Bank in writing.
- 4. Stop Payment Orders. If Company uses the Service to place a stop payment order on any Item, Company understands that (a) Bank's Commercial Account Agreement governs the stop payment order; (b) each stop payment order is subject to Bank's verification that the Item described in the stop payment order has not been paid; and (c) this verification may occur a minimum of ninety (90) minutes after the time Company transmits the stop payment order to Bank.

CHEXSTOR® SERVICE DESCRIPTION



- **1. Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") CheXstor service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

- 2. Description of Service. The Service enables Company to have Bank maintain microfilm records of all Items paid on each deposit account of Company at Bank that Company enrolls in the Service (each an "Account"). Bank will maintain microfilm records for a period of seven years or any longer period required by applicable law ("Record Period"). Each Item Bank microfilms will be shredded and recycled. As part of the Service, Bank will provide a photocopy of any Item posted against the Account which Company requests during the Record Period. Company may request a photocopy electronically via Bank's Commercial Electronic Office® or by contacting Bank at the telephone number on Company's account statement.
- 3. Liability. If Bank fails to provide in a timely manner a copy of an Item Company requests during the Record Period, Bank will reimburse Company for (and Bank's liability will be limited to) any direct monetary loss Company incurs as a result of the Item's unavailability (not to exceed the amount of the Item). Bank will require Company to substantiate any claimed loss.

IMAGE POSITIVE PAY SERVICE DESCRIPTION



- **1. Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Image Positive Pay service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

- 2. Description of Service. The Service enables Company to instruct Bank to pay or return counterfeit Checks, Checks otherwise not validly issued and certain altered Checks presented to Bank for payment on the deposit account(s) at Bank that Company enrolls in the Service (each, an "Account"). Each Business Day, Bank electronically compares the serial number and numeric amount of each Check presented to Bank for payment before Bank's separately-disclosed cutoff time on the prior Business Day to Company's Check Issue Data (see section 5). In accordance with section 7, Bank will notify Company of each Check that does not match Company's Check Issue Data (each, an "Exception Item") and will pay or return each Exception Item in accordance with this Service Description. "Check" refers to each check presented for payment on Company's Account, whether it is counterfeit, not validly issued, altered or validly issued by Company. A "Business Day" is every day except Saturdays, Sundays, and federal holidays. Except as otherwise provided in this Service Description, enrollment in Bank's Account Reconcilement Plan ("ARP") Service is required.
- 3. Service Options. Company may enroll an Account in one of three options of the Service. The Service options differ based on (a) when Bank electronically compares a Check to Company's Check Issue Data (before or after posting the Check to Company's Account); (b) Bank's handling of errors on Checks; (c) the content of Bank's report to Company of discrepancies between a Check and Company's Check Issue Data ("Exceptions Report"); and (d) the time by which Company must notify Bank of Company's pay or return decision ("Decision Deadline"), as specified in the Exceptions Report. Each discrepancy is an "Exception," and each Check with a discrepancy is an "Exception Item."

- **3.1.** Perfect Presentment[®] Positive Pay. Bank electronically compares a Check to Company's Check Issue Data prior to posting the Check to Company's Account. Each Check with error(s) that Bank can correct, such as an encoding error, will be corrected, so that the Exceptions Report includes only unresolved Exception Items. This option is offered only on an Account enrolled in Bank's Controlled Disbursement Service.
- 3.2. Positive Pay and Positive Pay Only. Bank electronically compares a Check to Company's Check Issue Data after posting the Check to Company's Account. Bank then reviews each Exception Item, and reverses and reposts each Exception Item with error(s) that Bank can correct, such as encoding errors, so that the Exception Report includes only unresolved Exception Items. Enrollment in Bank's ARP Service is not required for Positive Pay Only.
- **3.3. Basic Positive Pay.** Bank electronically compares a Check to Company's Check Issue Data after posting the Check to Company's Account and provides Company with an Exceptions Report containing all Exception Items including Checks with encoding errors.
- Payee Validation. In addition to performing the electronic comparison described in section 2, 4. Bank electronically compares the payee's name on each Check exceeding the dollar threshold determined by Bank to the payee's name in Company's Check Issue Data. If there is a discrepancy between the two names that is not within parameters Bank establishes. Bank will (a) include the Check as an Exception Item in Company's Exceptions Report (and the discrepancy will constitute an Exception), or (b) manually review the Check. Bank will not perform Payee Validation with respect to a Check if (i) Company fails to include the payee's name on the Check in Company's Check Issue Data; (ii) Bank does not receive Company's Check Issue Data for the Check before the cutoff time Bank separately discloses; or (iii) Company requests Bank add the payee's name manually to Check Issue Data Company has previously provided to Bank. Bank will reimburse Company for the face amount of any Check Bank pays if the Company incurs a loss as a result of an unauthorized alteration of the payee's name on the Check, except if the Check with the unauthorized alteration is hand-written or if Bank fails to identify an alteration or other exception in the payee's name because Company has (x) truncated the payee's name in Company's Check Issue Data, or (y) elected to use customized zone formatting (as detailed in Bank's Customer Guidelines for the Service).
- 5. Check Issue Data. The "Check Issue Data" for any Check is the Check's complete serial number and numeric amount, and if Company has selected Payee Validation, the payee's name (or truncated name). As detailed in Bank's User Guide for the Service, a "truncated name" is the portion of a payee's name Company includes in its Check Issue Data based on the option it has elected from the options for truncation Bank offers. Each Business day not later than the cutoff time Bank separately discloses, Company will provide the Check Issue Data for all Checks issued through that Business Day to Bank in the format, through the medium, and at the place(s) Bank specifies. In performing the Service, Bank will use only the Check Issue Data Company provides to Bank. Bank will not electronically or manually compare a Check with an issue date after the current Business Day against the Checks presented for payment on the Account until the issue date contained on Company's future-dated Check register matches the current Business Day's calendar date. Bank will not accept Check Issue Data containing an issue date more than forty-five (45) calendar days in the future.
- 6. Payment of Matching Checks. If a Check presented to Bank matches the Check Issue Data Company has provided to Bank (a "Matching Check"), Bank will make final payment on the Check and charge the Check to Company's Account (subject to section 13).

- 7. Notification of Exception Item; Image of Exception Item.
 - **7.1. Electronic Comparison.** When Bank identifies an Exception Item through its electronic comparison process, Bank notifies Company of the Exception Item through the Exceptions Report Bank makes available to Company via Bank's *Commercial Electronic Office® (CEO®)* portal.
 - **7.2. Manual Review.** When Bank manually reviews a Check in accordance with section 4 and identifies a payee name discrepancy, Bank will use its best efforts but in no event make more than one attempt to notify Company of the discrepancy by telephoning Company at the number Bank has on file for Company.
 - **7.3. Holdover Exception Items.** This subsection applies when Company has enrolled its Controlled Disbursement Account in Bank's Perfect Presentment Positive Pay Service. A "Holdover Exception Item" is an Exception Item Bank identifies after Bank prepares and transmits the Exceptions Report to Company. Bank will use its best efforts but in no event make more than one attempt to notify Company of each Holdover Exception Item by telephoning Company at the number Bank has on file for Company.
 - **7.4. Image of Exception Item.** Bank will use reasonable efforts to provide an image of any Exception Item (including a Holdover Exception Item) to Company, but Bank will have no liability if Bank is unable to do so prior to Company's Decision Deadline.
- 8. **Default Options.** A "Default Option" is the action Bank takes with respect to each Exception Listed in the Exceptions Report (see subsection 7.1) if Company does not instruct Bank to pay or return it before the Decision Deadline applicable to it (see subsection 9.3). Bank offers two Default Options: (a) "Return", under which Bank returns the Exception Item to the bank of first deposit marked "refer to maker" even if Company validly issued the Exception Item (and does not charge it to Company's Account); or (b) "Pay", under which Bank charges the Exception Item to Company's Account (even if it is counterfeit, altered or not validly issued).
- 9. Company's Instructions to Bank; Failure to Instruct By Decision Deadline.
 - **9.1.** Company's Pay or Return Decision. Company will make its pay or return decision based on the information about the serial number and amount of the Exception Item in the Exceptions Report, and if Company has elected Payee Validation, on any payee information Bank provides to Company.
 - 9.2. Instructions Prior to Decision Deadline. If, prior to Company's Decision Deadline, Company instructs Bank to pay or return an Exception Item, Bank will follow Company's instructions (subject to section 13). For each Exception Item, Company will use the same communications channel to instruct Bank that Bank used to notify Company of the Exception Item. If Bank included the Exception Item on the Exception Report Bank makes available to Company via the CEO portal, Company will use the CEO portal to communicate its instruction regarding the Exception Item to Bank. If Bank attempted to contact Company by telephone, Company will telephone Bank to communicate its instruction.
 - 9.3. No Instructions Prior to Decision Deadline. If Company does not instruct Bank prior to Company's Decision Deadline with respect to an Exception Item described in subsection 7.1, Bank will process the Check in accordance with Company's Default Option. If Bank is unable to obtain Company's instructions prior to the Decision Deadline regarding an Exception Item described in subsection 7.2, Bank will return the

Exception Item unpaid (regardless of Company's Default Option). If Bank is unable to obtain Company's instructions prior to the Decision Deadline regarding a Holdover Exception Item described in subsection 7.3, Bank will process the Holdover Exception Item in accordance with Company's Default Option.

- 10. Teller Line Checks. A Check presented for encashment at Bank's teller line is a "teller line Check". A teller line Check that is not included in Company's Check Issue Data on file with Bank at the time it is presented for encashment is a "teller line Exception Item". Bank will take those steps to review and cash or refuse to cash a teller line Exception Item as Bank in its sole discretion determines are commercially reasonable. Company may instruct Bank to exclude all teller line Checks from this process, in which event each teller line Check will be deemed to be a Matching Check, even if it is not included in Company's Check Issue Data on file with Bank at the time it is presented for encashment.
- 11. Limitation of Liability and Indemnification. Bank will pay each Check Company has authorized Bank to pay in accordance with this Service Description (including each Matching Check) and each Check Company is deemed to have authorized Bank to pay (including each Check Bank pays in accordance with Company's Default Option) without performing any Check verification procedure other than those procedures described in this Service Description. Bank will have no liability for paying a Matching Check or an Exception Item Company is deemed to have approved if (a) there is an alteration in its serial number or amount; (b) it is counterfeit, bears a forged or unauthorized signature; or (c) it was otherwise not validly issued. Each Check that Bank pays in accordance with this Service Description will be deemed to be properly payable, and each Check that Bank returns in accordance with this Service Description will be deemed not to be properly payable. Without limiting the indemnification provisions contained in the other Service Documentation, Company (i) indemnifies and holds Bank harmless from any and all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) that Bank may suffer or incur as a result of Bank's payment or return of a Check at Company's instruction or otherwise in accordance with sections 9 or 10 of this Service Description, and (ii) releases and forever discharges Bank from all claims and damages, whether known or unknown, liquidated or unliquidated, contingent, direct or indirect, which Company has, or claims to have against Bank relating to the payment or return of any Check in accordance with this Service Description.
- 12. Stop Payment; Cancel and Void Instructions; Stale-Dated Checks. Company will not use the Service as a substitute for Bank's stop payment service. Company will follow Bank's standard stop payment procedures if it desires to stop payment on a Check that was validly issued. Company will use (a) a cancel instruction only to delete an outstanding Check included in its Check Issue Data and (b) a void instruction only to notify Bank that a Check included in Company's Check Issue Data has been destroyed and will not be re-issued. If Company elects to use Bank's "stale-dated" feature, Bank will return each Matching Check that is stale-dated unless Company instructs Bank to pay the Check. A Check is "stale-dated" when it is a Matching Check with an issue date exceeding the number of months Company elects as its stale date.
- 13. Bank's Right to Return Checks. Nothing in this Service Description will limit Bank's right to return any Check that Company has authorized Bank to pay in accordance with this Service Description if Bank determines (a) the Check is not properly payable for any reason (without Bank's agreeing to, or being required to, make such determination in any circumstance), or (b) there are insufficient collected and available funds in the Account to pay the Check. As between Company and Bank, any determination by Bank not to pay a Check will not constitute wrongful dishonor of such Check.

14.	Survival. Sections 4, 5, 7, 9, 10, 11 and 13 will survive termination of the Service.							

PREPAID CARD SOLUTIONS SERVICE DESCRIPTION



- **1. Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") prepaid card solutions service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Service or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

- 2. Description of Service. The Service allows Company to make payments to an individual holding a prepaid card issued by Bank (each, a "Card"). Each individual is a "Cardholder". A "Card" is a payment instrument denominated in U.S. Dollars that Bank issues to an individual applicant at Company's request. Bank offers two types of Cards: (a) a reloadable Card to which Company can add funds from time to time and (b) a non-reloadable card to which Company makes a one-time funds transfer. Funds credited to a Card can be used to make purchases at merchants or service providers that accept payment through electronic payment networks in which Bank participates and, if Company and Bank separately agree, obtain cash through certain national and regional automated teller machine and point of sale networks and participating financial institutions.
- 3. Applicant Enrollment; Customer Identification Program ("CIP"). When Company requests Bank issue a Card to an individual for which the Bank has determined that CIP verification is required, the individual ("Applicant") will complete a card application using the enrollment option to which Company and Bank separately agree. If the agreed enrollment option allows for an Applicant to enroll by a website hosted by the Company ("Company Enrollment Site"), Company will obtain Bank's approval prior to using the Company Enrollment Site. Company will require Applicant to complete in full the enrollment process, including obtaining (a) Applicant's acknowledgement of the CIP Customer Notice and (b) all identifying information required by Bank including without limitation Applicant's name, date of birth, social security number, and physical residential address (collectively, "Applicant Identifying Information"). Irrespective of the enrollment option used, Company will promptly provide to Bank, as Bank requests (and in such

format and through such electronic, magnetic, or other means or media as Bank may specify from time to time): the signed Application Form (if applicable), any Applicant Identifying Information provided to Company by Applicant Applicant's personalization information, and any other information Bank requests in connection with the issuance of a Card. Bank reserves the right to not issue a Card to an Applicant or revoke any Card it has issued.

- **4. Delivery of Cards.** When Company orders a Card with a stated value for delivery to Company, Company is responsible for safeguarding the Card until delivery to the intended recipient and for any delivery problems or delays caused by providing Bank with an incorrect or incomplete shipping address.
- Funding of Cards. Each Card Bank issues will be funded either by (a) Company depositing funds into Company's Account via transfers through an automated clearing house ("ACH") file or (b) Bank debiting Company's Account. If the collected and available balance in Company's Account is insufficient to cover the full amount of Company's order for individual non reloadable Cards, Company's entire order will be rejected. Company has the right to deduct funds from the funds accessible through a Card in order to correct a previous error or overpayment to a Cardholder or for other reasons in accordance with applicable law. Subject to this right, Company acknowledges and agrees all funds transferred to a Card are owned by the Cardholder. Company will not charge Applicants and Cardholders a fee for requesting or receiving a Card, and will not charge Cardholders a fee for loading funds to the Card.
- **6. Customer Service.** Bank will provide customer service to Cardholders as detailed in the Prepaid Card Solutions Terms and Conditions ("Terms and Conditions").
- **7. Unclaimed Property**. Bank will be responsible for handling issues relating to unclaimed property, including inactivity of Cards and funds on Cards.
- **8. Limitation on Number of Cards.** Company will make available to each Cardholder no more than one active, reloadable Card.
- 9. Company's Cooperation with Bank.
 - 9.1. Company will cooperate fully with Bank in furnishing any information or performing any action reasonably requested by Bank that is needed by Bank to perform Bank's obligations under this Service Description or to comply with applicable laws and regulations. Company will furnish Bank with true, accurate, and complete copies of such records and all other information with respect to the Service as Bank or its authorized representative except to the extent prohibited by applicable law.
 - **9.2.** Company will allow Bank and/or representatives of any supervisory or regulatory agency having jurisdiction over Bank, including, without limitation, the Office of the Comptroller of the Currency and the Consumer Financial Protection Bureau, upon reasonable notice to Company, to review Company's records in order to confirm that the requirements contained in this Service Description have been satisfied.
 - **9.3.** Without Bank's prior written consent, Company will make no changes to the Enrollment Form (that is, any paper form designed by Bank and provided by Bank to the Company to be used in the application process), Company Enrollment Site, the Card Packets and their contents or any other materials Bank provides to Company, Cardholders, or both in connection with the Service.

- **9.4.** Company will permit Bank at least twice annually to examine its Company Enrollment Site (if any) to ensure that no changes have been made to the Company Enrollment Site without Bank's consent.
- **9.5.** Company will not use Bank's name, logo, and likeness, including that of the Card, in any advertisements, promotional materials, and activities created or sponsored for the purpose of communicating or marketing Company's products or services by Company, except as pre-approved, in writing, by Bank.
- **9.6.** Company will not emboss advertising or promotional language, political statements, telephone numbers, provocative materials, branded products or copyrighted materials on the Cards.
- **9.7.** Company will not disclose to Cardholder routing and/or card funding account number.
- **9.8.** Company will not resell pre-denominated Cards or offer the Service to other companies.
- 10. State Laws and Regulations. When using the Service, Company will comply with all applicable laws and regulations, including but not limited to, any state labor code or other law or regulation (a) governing wages, salaries, or other compensation; (b) prohibiting discount in wages or laws relating to fee restrictions and (c) imposing fee restrictions (collectively, "Employment Laws"). If Company uses a Card to pay wages, salaries, or other compensation to a Card User, Bank makes no representation or warranty as to whether the Service will allow Company to satisfy any requirement to which Company has made its own independent investigation and received advice from its own legal counsel regarding compliance with Employment Laws. Company is not relying on any information provided by Bank regarding any such Employment Laws. If convenience checks are provided to Cardholders as part of the Service, Company agrees the convenience checks are an additional channel for Cardholders to access their funds and are not a substitute for paper paychecks. Company agrees that, from time to time, Bank may restrict the issuance of Cards in certain states.
- 11. **Termination.** In addition to Bank's rights to terminate Company's use of the Service under the Master Agreement, Bank may terminate Company's use of the Service if, in Bank's sole determination, (a) there exist excessive levels of fraud, regulatory and/or reputational risk arising out of Company's use of the Service, (b) Company has violated this Service Description, or (c) Bank has reason to believe Company is not using the Service in the manner agreed upon or Bank suspects Company of misuse of the service in any manner.
- 12. Indemnification. Company will indemnify, defend, and hold harmless Bank, its respective affiliates, employees, representatives, successors, and permitted assigns from and against any and all claims made or threatened by any third party and all related losses, expenses, damages, costs, and liabilities, including, without limitation, reasonable attorneys' fees and expenses incurred in investigation or defense, regardless of the theory of liability or the nature of the legal proceeding ("Damages"), to the extent such Damages arise out of or relate to Company's use of the Service as a means of compensating or reimbursing its employees or other payees or Company's failure to comply with this Service Description.
- **13. Survival.** Sections 3, 10, and 12 will survive termination of the Service.

SMART DECISION® SERVICE DESCRIPTION



- 1. Introduction. This Service Description and the other Service Documentation as defined in the Master Agreement for Treasury Management Services between Wells Fargo Bank, N.A. ("Bank"), and the Company identified in the signature block of the Acceptance of Services ("Company") between Company and Bank govern Bank's Smart Decision Service ("Service").
- 2. Description of Service. ank will process for credit to each account at Bank that Company enrolls in the Service ("Account") checks or other instruments payable to Company (each, an "Item") that Company delivers to Bank via the depository channels through which Bank offers the Service. These depository channels include (a) electronic channels through which Company transmits electronic files of electronic images of Items (each, an "Electronic Image") and other information (collectively, the "Electronic File") and (b) other channels through which Bank accepts Items for processing. Bank will convert each eligible Electronic Image and each eligible Item to an automated clearing house ("ACH") debit entry (each, an "Entry") on the deposit account on which it was drawn or otherwise process the Electronic Image in accordance with the separate Service Documentation governing the electronic depository channel Company uses to deliver the Electronic Image to Bank or process the original Item in accordance with Bank's Commercial Account Agreement.
- 3. Rules Applicable to the Service. Bank will provide the Service to Company in accordance with
 - **3.1.** This Service Description;
 - **3.2.** the Service Documentation; and
 - **3.3.** the National Automated Clearinghouse Association Operating Rules, as supplemented by any applicable operating rules of any automated clearing house of which Bank is a member and Federal Reserve Board Regulation E ("Regulation E") (together, the "ACH Rules"). If Bank processes an Item as an Entry, Bank is the originating depository financial institution ("ODFI"), Company is the "Originator," and the person issuing the Paper Item is the "Receiver," as these terms are defined in the ACH Rules.

In the event of a conflict between this Service Description and the other Service Documentation, this Service Description will control.

- 4. Conditions to Provision of the Service. As conditions to Bank's provision of the Service, Company will at all times (a) subscribe to Bank's Commercial Electronic Office® ("CEO®") Service, (b) maintain each Account in good standing, and (c) comply with the Rules Applicable to the Service.
- Preferences. A Preference is a criterion Bank uses to determine the means Bank will use to process an Item. Each Business Day, Bank will process Company's Electronic File and Items in accordance with Company Preferences and Preferences from the issuer of an Item (each, an "Issuer Preference") that Bank has on file as of Bank's Cut-Off Time on the prior Business Day. If a Company Preference or an Issuer Preference conflicts with a Bank Preference with respect to an Electronic Image or an Item, Bank will process the Electronic Image or Item in accordance with the Bank Preference.
- 6. Payment Obligations; Provisional Credit, Settlement; Returned Debit Entries. When Bank processes an Electronic Image or an Item as an Entry, Bank will credit Company's Account for the Entry on the applicable settlement date. A credit to Company's Account for an Entry is provisional until Bank receives final settlement for the Entry. If Bank does not receive final settlement for the Entry, Bank may debit Company's Account or any other accounts Company owns in whole or in part

at Bank or any affiliate of Bank for the amount of the Entry. When Bank process an Electronic Image in accordance with the applicable Service Documentation, Bank will credit Company's Account for the Electronic Image and process any chargeback related to the Electronic Image in accordance with that Service Documentation. When Bank processes the original Item in accordance with Bank's Commercial Account Agreement, Bank will credit Company's Account for the Item and process any chargeback related to it in accordance with the Account Agreement. Company will pay Bank for any shortfall remaining after such debit or chargeback immediately upon demand.

- 7. Bank's Internal Risk Parameters. Bank establishes internal risk parameters to identify out-of-pattern or suspect transactions and protect Company and Bank from potential losses. These parameters may include without limitation limits on Company's debit and credit settlements on a single Business Day and/or over multiple consecutive Business Days. Bank reserves the right to pend or delete an Entry or file exceeding the applicable parameters as Bank would if Bank had reason to believe the Entry or file had not been duly authorized or should not be honored for Company's or Bank's protection.
- **8. Third-Party Sender Activities.** If Company is a Third-Party Sender, as defined by the ACH Rules, this Section will apply to Company's use of Bank's Services.
 - 8.1. Prior to originating any Entry on behalf of a customer of Company ("Customer"), Company will (a) notify Bank in writing of any other financial institution Company is using to originate transactions as a Third-Party Sender and thereafter notify Bank before Company adds any new financial institution for this purpose; (b) provide Bank with the information Bank requires to enable it to understand the nature of the business of that Customer including without limitation the name, TIN, business activity and geographic location of that Customer; (c) if specifically required by Bank, obtain Bank's written approval to initiate or continue to initiate Entries for that Customer, which approval Bank may rescind upon written notice to Company; and (d) enter into a written agreement with that Customer in which that Customer agrees:
 - **8.1.1.** to assume the responsibilities of an originator under the ACH Rules and to be bound by the ACH Rules as in effect from time to time;
 - **8.1.2.** Entries may not be initiated in violation of the laws or regulations of the United States including without limitation the regulations issued by the Office of Foreign Assets Control:
 - **8.1.3.** to grant Bank ongoing access to audit it and any ACH file that it has transmitted to Company for transmission to Bank; and
 - **8.1.4.** Bank may at any time refuse to process an Entry for that customer.
 - **8.2.** Company represents and warrants to Bank that Company (a) has conducted due diligence with respect to each Customer for which Company is originating transactions through Bank and determined that each Customer is engaged in a legitimate business and that the type, size and frequency of transactions that each such Customer is originating is normal and expected for the Customer's type of business; and (b) will, in accordance with reasonable commercial standards, monitor each Customer's business and transactions on an ongoing basis and notify Bank immediately if Company identifies any unusual activity.
- **9. Company's Representations and Warranties.** Company represents and warrants to Bank that:
 - **9.1.** Company will transmit to Bank only Electronic Images that are suitable for processing, including, but not limited to, Electronic Images that are legible and contain machine-readable MICR data.

- **9.2.** Company will not deposit to the Account or otherwise negotiate any original Paper Item from which Company has previously created and submitted to Bank an Electronic Image, unless Bank has notified Company that the Electronic Image is not legible or contains MICR data that is not machine readable.
- **9.3.** Company has received copies of the Rules Applicable to the Service including without limitation the then-current ACH Rules and Reg E and will comply therewith at all times that Bank provides the Service.
- 10. Company's Agreement to Indemnify Bank. Without limiting the indemnification provisions contained in the other Service Documentation, Company will indemnify, defend, and save harmless Bank, its parent company, and its affiliates and each of their respective directors, officers, employees, and agents (collectively in this Paragraph 10, "Indemnitees") from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "Losses and Liabilities") by Indemnitees arising directly or indirectly from or related to the following (except for Losses and Liabilities arising directly or indirectly from or related to Bank's own gross negligence or intentional misconduct):
 - **10.1.** Any negligent or intentional act or omission by Company in the performance of its obligations under this Service Description including without limitation failing to maintain control over and properly dispose of original Items for which Company has transmitted an Electronic File to Bank in which event Losses and Liabilities will include consequential damages;
 - **10.2.** Any material breach in a representation, warranty, covenant, or obligation of Company contained in this Service Description;
 - **10.3.** The violation of any applicable law, statute, or regulation in the performance of Company's obligations under this Service Description; and
 - **10.4.** A breach of any warranty Bank makes under the ACH Rules.
 - **10.5.** Bank presenting an Electronic Item to the paying bank for payment.
- **11. Survival.** Paragraphs 6, 8 and 10 will survive termination of the Service.

WELLS FARGO STAGECOACH SWEEP ® SERVICE DESCRIPTION



- **1. Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Stagecoach Sweep service ("Service") and includes:
 - (a) this Service Description;
 - (b) the Acceptance of Services or Treasury Management Product Enrollment form;
 - (c) the Master Agreement for Treasury Management Services ("Master Agreement");
 - (d) the account agreement governing the account(s) Company uses in connection with the Service; and
 - (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

- 2. **Description of Service.** The Service enables Company to link each domestic demand deposit account Company enrolls in the Service ("Account") to (a) one of the non FDIC insured options described in Section 4 (each, an "Investment Sweep Option") or (b) Company's FDIC insured Money Market Savings Account ("Savings Account") as described in section 6. Company may also link Company's Account to Company's line of credit with Bank ("Credit Sweep Option"), as described in section 7. At the end of each Business Day, funds are transferred automatically or "swept" from the Account in accordance with Company's designation(s) in the Acceptance. The amount swept ("Transferable Balance") is the Collected Balance in the Account less the Target Collected Balance. The "Collected Balance" is the amount available for immediate withdrawal from the Account. The "Target Collected Balance" is the amount that Bank and Company have agreed will be maintained in the Account. A "Business Day" is every day except Saturdays, Sundays, federal holidays and days when the New York Stock Exchange is closed. Company may access its funds only through the Account(s) it has enrolled in the Service. Circumstances in which the entire Transferable Balance may not be invested are described in section 5. Important disclosures pertaining to the Investment Sweep Options are set forth in sections 8 through 12 and 13.
- **3. Authorization.** Company appoints Bank as its agent to act with respect to the Service and the Investment Sweep Option Company has elected in the Acceptance.
- **4. Investment Sweep Options.** Bank offers the following Investment Sweep Options, each of which is subject to section 5:

- **4.1. Wells Fargo Stagecoach Sweep Preferred Option.** The Transferable Balance that is (a) equal to or greater than \$100,000 will be swept to Bank's designated account at Bank's Cayman Islands Branch ("Offshore Account"), or (b) less than \$100,000 will remain in the Account and not earn interest. At the beginning of the next Business Day the entire amount held in Company's Investment Sweep Option, less any earnings, will be swept back to the Account.
- **4.2. Wells Fargo Stagecoach Sweep Preferred Option with secondary Wells Fargo Stagecoach Sweep Repurchase Agreement Option.** If the Transferable Balance is (a) equal to or greater than \$100,000, the entire amount will be swept to the Offshore Account, or (b) less than \$100,000, the entire amount will be swept to the *Wells Fargo Stagecoach Sweep*, Repurchase Agreement ("Repurchase Agreement") Option. Any portion of the Transferable Balance not swept to a Repurchase Agreement will remain in the Account and not earn interest. At the beginning of the next Business Day the entire amount held in Company's Investment Sweep Option, less any earnings, will be swept back to the Account.
- **4.3. Wells Fargo Stagecoach Sweep Repurchase Agreement Option with secondary Wells Fargo Stagecoach Sweep Preferred Option.** The Transferable Balance will be swept to the *Wells Fargo Stagecoach Sweep* Repurchase Agreement ("Repurchase Agreement") Option. Any portion of the Transferable Balance which is not swept to a Repurchase Agreement will be swept to the Offshore Account, provided such portion is equal to or greater than \$100,000; otherwise such portion will remain in the Account and not earn interest. At the beginning of the next Business Day the entire amount held in Company's Investment Sweep Option, less any earnings, will be swept back to the Account.
- **4.4. Wells Fargo Stagecoach Sweep Repurchase Agreement Option.** The Transferable Balance will be swept to the *Wells Fargo Stagecoach Sweep* Repurchase Agreement ("Repurchase Agreement") Option. Any portion of the Transferable Balance not swept to a Repurchase Agreement will remain in the Account and not earn interest. At the beginning of the next Business Day the entire amount held in Company's Investment Sweep Option, less any earnings, will be swept back to the Account.
- 4.5. Wells Fargo Stagecoach Sweep, Money Market Mutual Fund ("MMMF") Option. The Transferable Balance will be transferred to an omnibus deposit account at Bank. At the beginning of the next Business Day, the Transferable Balance will be transferred from the omnibus deposit account at Bank to an omnibus investment account in Bank's name at the custodian of the MMMF. MMMF shares belonging to multiple Bank customers are held in this investment account. Any portion of the Transferable Balance not swept to the MMMF will remain in the Account, and no dividends will accrue on it. If the Collected Balance in the Account on any Business Day is less than the Target Collected Balance, Bank will redeem a sufficient number of Company's MMMF shares, as determined on the Business Day following the Business Day on which this shortfall occurs, to restore the Collected Balance to the Target Collected Balance. Purchases and redemptions of MMMF shares in connection with this Investment Sweep Option may occur only through deposits to or withdrawals from the Account. This option is available only to entities having a United States presence, as demonstrated by a U.S. mailing address in Bank's records for Company.

- 5. Maximum Investment Amount; Transferable Balance Not Invested; Earnings on Investment Sweep Option.
 - 5.1. Maximum Investment Amount. If Company has designated a maximum amount for investment in Company's Investment Sweep Option ("Maximum Investment Amount"), then the maximum amount invested for Company on any given Business Day will equal the lesser of the Company's Transferable Balance or Maximum Investment Amount. Any portion of Company's Transferable Balance that is not invested pursuant to this section 5.1 will remain in the Account and not earn interest.
 - **5.2. Transferable Balance Not Invested.** Bank will exercise reasonable efforts to invest the entire Transferable Balance but reserves the right to invest less when Bank determines in its sole discretion that the entire Transferable Balance exceeds the amount Bank is able to invest for Company in the ordinary course of business. Any Transferable Balance not invested pursuant to this section 5.2 will be held in accordance with Company's Investment Sweep Option.
 - **5.3. Earnings on Company's Investment Sweep Option.** Bank will handle any earnings on Company's Investment Sweep Option in accordance with Company's separate instructions to Bank.
- 6. Wells Fargo Money Market Savings Account Sweep Option. At the end of each Business Day, the Transferable Balance will be swept to the Company's Savings Account. If the Ledger Balance in the Account on any Business Day is negative, Bank will, up to five times per monthly statement period for the Savings Account, transfer collected funds from the Savings Account to the Account to restore the ledger balance in the Account to a positive status (or to the Target Collected Balance, if applicable). If the Ledger Balance in the Account is negative for a sixth time during the monthly statement period, Bank will transfer the entire collected balance in the Savings Account to the Account and initiate no more sweeps of the Transferable Balance to the Savings Account for the remainder of the monthly statement period.
- 7. Credit Sweep Option. At the end of each Business Day, the Transferable Balance will first be applied to the outstanding balance on the line of credit specified by Company in the Acceptance ("LOC"). Any remaining funds will then be deemed to be the Transferable Balance with respect to the Investment Sweep Option or MMS Account that Company may have also selected. If the Collected Balance is less than the Target Collected Balance, funds will be advanced from the LOC and credited to the Account. The application of payments to and advances from the LOC are governed by the documents governing the LOC as amended or replaced from time to time (collectively, "Loan Documentation"). Bank may terminate the Credit Sweep Option immediately without notice to Company if an event of default occurs under the Loan Documentation.
- 8. Disclosures Applicable To Each Investment Sweep Option.

NO EMPLOYEE OR AGENT OF BANK HAS BEEN AUTHORIZED TO PROVIDE ANY INFORMATION OR TO MAKE ANY REPRESENTATION REGARDING A SWEEP OPTION OTHER THAN THE INFORMATION AND REPRESENTATIONS CONTAINED IN THE SERVICE DOCUMENTATION AND IF SUCH INFORMATION IS PROVIDED OR SUCH A REPRESENTATION IS MADE, IT MAY NOT BE RELIED UPON AS BEING AUTHORIZED BY BANK.

9. Additional Disclosures Applicable to Wells Fargo Stagecoach Sweep Preferred Option.

FUNDS TRANSFERRED TO BANK'S OFFSHORE ACCOUNT ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION THE UNITED STATES GOVERNMENT OR ANY GOVERNMENT AGENCY; IN A LIQUIDATION HAVE LESSER PREFERENCE THAN DEPOSITS HELD IN THE UNITED STATES, AND ARE SUBJECT TO CROSS-BORDER RISKS.

- 9.1. General. Funds held in Bank's Offshore Account in accordance with the Wells Fargo Stagecoach Sweep Preferred Option in sections 4.1, 4.2 and 4.3 are denominated in United States Dollars and payable only at Bank's Cayman Islands Branch. This Branch is a foreign branch located in Grand Cayman, Cayman Islands, British West Indies. Funds in Bank's Offshore Account are subject to the laws of the Cayman Islands, including existing and future laws, regulations and governmental actions regarding exchange controls, assets seizures and other restrictions. Bank does not accept responsibility for any failure to make transfers with respect to funds held in Bank's Offshore Account as a result of exchange or other governmental controls or other extraordinary circumstances beyond Bank's reasonable control.
- 9.2. Interest. Funds in Bank's Offshore Account will bear interest at a variable rate determined by Bank from time to time in its sole discretion. Interest on funds in Bank's Offshore Account will be calculated on a simple basis and credited to the Account as agreed by Company and Bank. If Company has elected to be paid interest on a monthly basis, pending any such payment, Company's interest accrued each day from the Offshore Account will continue to accrue and compound on a daily basis. For advance information about the interest rate on any given Business Day, Company may contact its relationship manager at Bank.
- **9.3. Statements.** Bank will make a periodic statement available to Company showing the Account balance for each day in, and the amount of interest earned for, the statement period. Additionally, Company may elect to receive a daily confirmation showing the Account balance and the amount of interest earned for the preceding day.
- 10. Additional Disclosures Applicable to Wells Fargo Stagecoach Sweep Repurchase Agreement Option.

INVESTMENTS IN REPURCHASE AGREEMENTS ARE NOT DEPOSITS, ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION AND ARE NOT GUARANTEED BY THE UNITED STATES GOVERNMENT OR ANY AGENCY OF IT, OR BY BANK, NOR IS BANK'S OBLIGATION TO REPURCHASE COMPANY'S FRACTIONAL INTEREST IN ANY SECURITIES ACQUIRED UNDER REPURCHASE AGREEMENTS.

THE MASTER REPURCHASE AGREEMENT CONTAINS SPECIFIC PROVISIONS AND ADDITIONAL DISCLOSURES. PLEASE READ IT CAREFULLY.

THE REPO SECURITIES MAY OR MAY NOT BE GUARANTEED BY THE UNITED STATES GOVERNMENT BUT ANY SUCH GUARANTY DOES NOT FLOW TO COMPANY. ALL SECURITIES CARRY INVESTMENT RISK AND MAY LOSE VALUE.

THE RATE OF RETURN ON THE REPURCHASE AGREEMENT INVESTMENT IS NOT THE SAME AS THE RATE OF RETURN ON THE UNDERLYING GOVERNMENT SECURITIES. GENERAL BANKING ASSETS MAY BE USED TO SATISFY BANK'S REPURCHASE OBLIGATIONS TO COMPANY.

- 10.1. General. If Company has elected an Investment Sweep Option that includes a Repurchase Agreement, then the Master Repurchase Agreement including Annex I between Company and Bank (collectively, "Master Repurchase Agreement") is part of the Service Documentation. If there is a conflict between a term in this Service Description and a term in the Master Repurchase Agreement, the term in this Service Description will control.
- **10.2. Purchases and Sales.** In accordance with, and as more particularly described in, the Master Repurchase Agreement, and subject to the limitations described in section 10.3, Bank will sell to Company on each Business Day on which there is a Transferable Balance an interest ("Fractional Interest") in a pool of securities used by Bank as repurchase agreement collateral ("Repo Securities"), which will be described in a written confirmation to Company (see section 10.7).

Subject to section 10.3 regarding purchase increments, the price of Company's Fractional Interest ("Purchase Price") will equal the Transferable Balance. The Fractional Interest equals a fraction having the Transferable Balance as its numerator and the market value of the Repo Securities owned by Bank on the purchase date as its denominator. On each Business Day following the sale to Company of a Fractional Interest, Bank will repurchase that Fractional Interest from Company at (a) the Purchase Price thereof, regardless of any fluctuation in the market value of the Repo Securities, payable immediately, plus (b) a rate of return equal to 1/360 of the Pricing Rate, payable at the time agreed by Company and Bank. The "Pricing Rate" is a variable rate determined by Bank from time to time in its sole discretion and will be reflected in the confirmation sent to Company. For advance information regarding the Pricing Rate on any given Business Day, Company may contact its relationship manager at Bank.

The Service will be governed by all applicable federal and state laws and regulations, including without limitation any requirements applicable to "public funds". Company represents and warrants to Bank that Company (i) is authorized pursuant to its governing documents and applicable law to enter into repurchase agreements; (ii) is authorized pursuant to its governing documents and applicable law to invest in the type of securities designated by Bank in connection with Company's repurchase agreement transactions; and (iii) has obtained all necessary approvals required by its governing documents and applicable law, including but not limited to resolutions of Company's governing body to enter into the Master Repurchase Agreement.

- **10.3. Purchase Increments.** To avoid odd lot purchases of Repo Securities, Bank may require that Transferable Balances be used to purchase Company's Fractional Interest in increments of \$100 (with any unused Transferable Balance remaining in the Account).
- 10.4. Holding of Securities. Unless required by applicable law, Bank and its custodian will be permitted to hold, transfer and deliver Repo Securities by segregation in bulk together with other securities held for the benefit of other Bank customers pursuant to other repurchase agreements. On the date that Bank repurchases Company's Fractional Interest, any Repo Securities designated to Company as collateral will be released to Bank's account. Bank acts as Company's agent and in the event of default (i.e., Bank failure) Company has the right to direct Bank to sell the Repo Securities and apply the proceeds in satisfaction of Bank's obligations to Company under this Repurchase Option.
- **10.5. Right of Substitution.** Bank will not have any right of substitution with respect to the Repo Securities.

- 10.6. Margin. Because all repurchase transactions under the Investment Sweep Option are overnight securities transactions backed by the federal government or federal agency securities in which Bank has an interest, Bank will not be required to maintain margin (instead, Company will have the security interest described in section 14.2). In addition, because Company will purchase its Fractional Interest from Bank using the Transferable Balance, and only if a Transferable Balance is available on any given Business Day to execute such transaction, Company will not be required to maintain margin.
- 10.7. Pledge of Securities. Although the Repo Securities may be guaranteed as to principal and interest by the federal government or by the issuing federal agency, any such guarantee runs only to Bank by virtue of its direct ownership of the Repo Securities and does not extend to Company as a Fractional Interest holder. To collateralize Bank's repurchase obligation, a security interest in certain Repo Securities is transferred to Company. This security interest is described in section 14.2. In addition, the market value of the Repo Securities may fluctuate rendering liquidation insufficient to fulfill the Bank's entire obligation to Company in a default situation. If the liquidation value of the Repo Securities is insufficient for full reimbursement, or if another creditor successfully claims rights to the securities, then Company will have to look to other assets of Bank as an unsecured general creditor for repayment of any uncovered portion of the repurchase obligation.
- 10.8. Confirmations and Statements. Bank will make a daily confirmation available to Company showing Company's principal sweep amount, purchase date, repurchase date, Fractional Interest, market price and the CUSIP number(s) of the Repo Securities, and accrued rate of return credited for the preceding Business Day. The confirmation, together with the Service Documentation, will constitute conclusive evidence of the terms agreed between Company and Bank with respect to the transaction to which the confirmation relates, unless with respect to the confirmation specific objection is made promptly after receipt thereof. In the event of a conflict between a term of the confirmation and the Service Documentation, the confirmation will control. Bank will also make a periodic statement available to Company showing the Account balance for each day in, and the amount of interest earned for, the statement period.
- 11. Additional Disclosures Applicable to Wells Fargo Stagecoach Sweep Money Market Mutual Fund Option.

MONEY MARKET MUTUAL FUNDS (EACH, A "MMMF") ARE NOT FDIC INSURED, HAVE NO BANK GUARANTY AND MAY LOSE VALUE.

AN INVESTMENT IN A MMMF IS NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENT AGENCY. ALTHOUGH THE MMMFS SEEK TO PRESERVE THE VALUE OF COMPANY'S INVESTMENT AT \$1.00 PER SHARE, IT IS POSSIBLE TO LOSE MONEY BY INVESTING IN A MMMF.

FOR MORE INFORMATION REGARDING WELLS FARGO ADVANTAGE FUNDS INCLUDING THE MMMF OPTION COMPANY SELECTED, OBTAIN A CURRENT PROSPECTUS BY CALLING 1-800-260-5969, OR BY VISITING www.wellsfargo.com/advantagefunds. Consider the investment objectives, Risks, Charges and expenses of the investment carefully before investing. This and other information about wells fargo advantage funds can be found in a current prospectus. Please read it carefully before investing.

WELLS FARGO FUNDS MANAGEMENT, LLC, A WHOLLY OWNED SUBSIDIARY OF WELLS FARGO & COMPANY, PROVIDES INVESTMENT ADVISORY AND ADMINISTRATIVE SERVICES FOR WELLS FARGO ADVANTAGE FUNDS. OTHER AFFILIATES OF WELLS FARGO & COMPANY PROVIDE SUB-ADVISORY AND OTHER SERVICES FOR THE FUNDS. THE FUNDS ARE DISTRIBUTED BY WELLS FARGO FUNDS DISTRIBUTOR, LLC, MEMBER FINRA/SIPC, AN AFFILIATE OF WELLS FARGO & COMPANY.

- **11.1. General.** If Company has elected the MMMF Investment Sweep Option, then it acknowledges receiving a copy of the prospectus relating to MMMF shares that will be purchased using this Investment Sweep Option. This prospectus forms part of the Service Documentation and will control over the other Service Documentation with respect to the MMMF shares.
- 11.2. Purchase of Shares. Bank will transfer funds to purchase shares of the MMMF at their net asset value ("NAV") as determined on the Business Day following the transfer of Company's Transferable Balance to the omnibus deposit account at Bank. Company's shares of the MMMF ("Investment Balance") will be held in Bank's name, as agent on behalf of all of its customers invested in the MMMF, in an omnibus investment account at the custodian for the MMMF. Company's funds held in the omnibus deposit account at Bank are eligible for FDIC insurance; Company's Investment Balance is not FDIC insured.
- 11.3. Statements. Bank will make a periodic statement available to Company showing the Investment Balance and Company's purchases and redemptions of MMMF shares during the statement period. Company may also telephone Bank at its customer service number (1-800-289-3557) to determine the Investment Balance as of the close of the previous Business Day.
- 11.4. Termination, Suspension of Service. Company's investment in the MMMF shares will be credited by Bank to the Account within three Business Days from Bank's (i) receipt of a notice from Company to Bank terminating the Service or (ii) suspension of the Service, on the closing price of the Business Day on which Company's MMMF shares are sold. Accrued dividends attributable to the period when the Investment Sweep Option was in effect will be paid no later than the fifth Business Day of the month following the last month that the Investment Sweep Option was in effect.
- **11.5. Shareholder Communications.** All shareholder communications with respect to the MMMF will be forwarded to Company's current address as shown on Bank's records.
- **11.6. Dividend Accruals.** Daily dividend accruals are based on the Investment Balance at the end of each day. If Company's Account is credited for a MMMF redemption on a day preceding a non-Business Day, the redemption amount will be subtracted from the Investment Balance before the non-Business Day dividend accruals are calculated.
- 12. Additional Disclosures Applicable to Wells Fargo Money Market Savings Account Sweep Option. Company's Savings Account is governed by Bank's Commercial Account Agreement and applicable Treasury Management pricing schedule, both of which are made available separately to Company.
- **13. FDIC Disclosures.** FDIC regulations require all insured depository institutions to disclose in writing to sweep account customers whether funds in a sweep account are deposits within the meaning of 12 U.S.C. 1813(I) and, if the funds are not deposits, the status such funds would have if the depository institution failed.

- **13.1.** Wells Fargo Stagecoach Sweep Preferred Option. Funds held on Company's behalf in Bank's Offshore Account are not deposits. If Bank were to fail, these funds would be treated as non-deposit, unsecured, general creditor claims against the receivership and will not be eligible for FDIC insurance or depositor preference status.
- 13.2. Wells Fargo Stagecoach Sweep Repurchase Agreement Option. Company's Fractional Interest is not a deposit. The Repurchase Agreement Option meets the FDIC's requirements for a properly executed repurchase agreement. If Bank were to fail, Company's funds used to purchase Company's Fractional Interest would not be eligible for FDIC insurance. The FDIC would treat Company as a secured creditor to the extent of the then-current value of Company's Fractional Interest and as an unsecured general creditor to the extent the Repurchase Price exceeded the then-current value of Company's Fractional Interest.
- 13.3. Wells Fargo Stagecoach Sweep Money Market Mutual Funds Option. Funds held on Company's behalf in the omnibus deposit account at Bank are deposits and are insured under applicable FDIC insurance rules and limits. Company's MMMF shares held in the omnibus investment account in Bank's name at the custodian of the MMMF are not deposits and will not be eligible for FDIC insurance. Company is the owner of its MMMF shares.
- **13.4. Wells Fargo Money Market Savings Account Sweep Option.** Funds held in Company's Savings Account are deposits.



Commercial Account Agreement

Effective October 1, 2014

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I. Terms Applicable to All Commercial Deposit Accounts

Introduction

In this Commercial Account Agreement ("Agreement"), "Company" refers to the owner or accountholder of a Wells Fargo bank commercial deposit account ("Account"). "Bank" refers to the Wells Fargo bank at which Company's Account is maintained. This Agreement includes the following disclosures applicable to Bank's commercial deposit accounts and related services (each, a "Service"), that Bank has separately provided to Company: (i) the schedule of Bank's fees and other account-related information (the "fee and information schedule"), (ii) the collection schedule, (iii) the funds availability policy, (iv) the privacy policy, (v) the rate sheets for interestbearing accounts, each as modified by Bank from time to time, and (vi) any additional disclosures regarding Company's Account that Bank may provide to Company. Company is responsible for ensuring that each Authorized Signer is familiar with this Agreement. Unless Company has instructed Bank in writing to the contrary, Bank may consider communications about Company's Account from an Authorized Signer on Company's Account as communications from Company. Company agrees to notify Bank immediately in writing if any Authorized Signer's authority has been terminated. This Agreement replaces all prior agreements with Bank regarding Company's Account other than agreements regarding security interests in, or services utilizing, the Account. By signing Bank's signature card for Company's Account or by using Company's Account or a Service, Company will be deemed to have agreed to this Agreement. Company should retain a copy of this Agreement (and any information that Bank provides Company regarding changes to this Agreement) for as long as Company maintains its Account with Bank.

Defined Terms

In this Agreement, certain words have a special meaning and are therefore defined. Certain terms and their definitions are found in this Section, and others are found in the text of this Agreement.

Affiliate.

An "Affiliate" is a bank that is, directly or indirectly, a wholly or substantially owned subsidiary of Wells Fargo & Company.

Authorized Signer.

An "Authorized Signer" is a person who has Company's actual or apparent authority to transact business on Company's Account(s), whether or not such person has signed the signature card or other documentation for

Company's Account(s). Bank may continue to recognize an Authorized Signer's authority until Bank has received and had a reasonable time to act upon Company's written modification or revocation of it.

Business Day.

A "Business Day" is every day except Saturdays, Sundays and federal holidays.

Collected Balance.

The "Collected Balance" is the Ledger Balance in Company's Account less Deposit Float.

Commercial Deposit Account.

A "Commercial Deposit Account" is any deposit account, other than one of Bank's business deposit accounts, that is not held or maintained primarily for personal, family or household purposes. Examples of commercial deposit accounts include an account owned by an individual acting as a sole proprietor, a partnership, a limited partnership, a limited liability partnership, a limited liability company, a corporation, a joint venture, a non-profit corporation, an employee benefit plan or a governmental unit including an Indian tribal entity.

Deposit Float.

"Deposit Float" is the total dollar amount of Items deposited in Company's Account for which, based on the collection schedule used by Bank or the applicable Affiliate for this type of account, Company's Account has not yet been credited for purposes of calculating the Collected Balance.

Deposited Item.

A "Deposited Item" is an Item (including a non-U.S. Item) that Bank cashes or collects for Company or accepts for deposit to Company's Account.

Investable Balance.

The "Investable Balance" is the Collected Balance in Company's Account less (i) the portion of such Collected Balance that Bank is required by law to hold in reserve at a Federal Reserve Bank and (ii) other adjustments.

Item.

An "Item" is an order, instruction, or authorization to withdraw or pay funds from Company's Account. Examples include checks and electronic transactions including Automated Clearing House (ACH) and wire transfers.

Ledger Balance.

The "Ledger Balance" is the balance in Company's Account after all debits and credits for the Business Day are posted.

Overdraft.

An "Overdraft" is any event that results in a negative balance in Company's Account.

Paper Item.

A "Paper Item" is an Item that is in paper form.

Service.

A "Service" is any service Bank provides to Company including without limitation any Treasury Management Service.

Arbitration Agreement

Agreement to Arbitrate.

Except as stated in "No Waiver of Self-Help or Provisional Remedies" below, Company and Bank agree, at Company's or Bank's request, to submit to binding arbitration all claims, disputes and controversies between or among Company and Bank (and their respective employees, officers, directors, attorneys and other agents), whether in tort, contract or otherwise arising out of or relating in any way to Company's Account(s) and/or Service(s) and their negotiation, execution, administration, modification, substitution, formation, inducement, enforcement, default or termination (each, a "Dispute").

Governing Rules.

Any arbitration proceeding will (i) proceed in a location selected by the American Arbitration Association ("AAA") in the state whose laws govern Company's Account; (ii) be governed by the Federal Arbitration Act (Title 9

of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between Company and Bank; and (iii) be conducted by the AAA, or such other administrator as Company and Bank shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000,000 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and any such Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a lawful demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. Nothing contained herein shall be deemed to be a waiver by Bank of the protections afforded to it under 12 U.S.C. Section 91 or any similar applicable state law.

No Waiver of Self-Help or Provisional Remedies.

This arbitration requirement does not limit the right of either party to (i) exercise self-help remedies including setoff or (ii) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of either party to submit any Dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in (i) and (ii) of this subsection.

Arbitrator Qualifications and Powers.

Any Dispute in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Each arbitrator will be a neutral attorney licensed in the state whose laws govern Company's Account and who has a minimum of ten (10) years experience in the substantive law applicable to the subject matter of the Dispute to be arbitrated. The arbitrator(s) will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator(s) will decide (by documents only or with a hearing at the discretion of the arbitrator(s)) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication.

The arbitrator(s) shall resolve all Disputes in accordance with the substantive law of the state whose laws govern Company's Account and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator(s) shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as deemed necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the state rules of civil procedure for the state whose laws govern Company's Account or other applicable law. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party. including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

Discovery.

In any arbitration proceeding, discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than twenty (20) days before the hearing date and within 180 days of the filing of the Dispute with the AAA. Any requests for an extension of the discovery periods, or any discovery Disputes, will be subject to final determination by the arbitrator(s) upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

Class Actions and Consolidations.

Company and Bank agree that the resolution of any Dispute arising pursuant to the terms of this Agreement shall be resolved by a separate arbitration proceeding and shall not be consolidated with other Disputes or treated as a class. Neither Company nor Bank shall be entitled to join or consolidate Disputes by or against others in any arbitration, or to include in any arbitration any Dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

Payment of Arbitration Costs and Fees.

The arbitrator(s) shall award all costs and expenses of the arbitration proceeding.

Miscellaneous.

To the maximum extent practicable, the AAA, the arbitrator(s), Company and Bank shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. The arbitrator(s), Company or Bank may not disclose the existence, content or results thereof, except for disclosures of information by Company or Bank required in the ordinary course of business, by applicable law or regulation, or to the extent necessary to exercise any judicial review rights set forth herein. If more than one agreement for arbitration by or between Company and Bank potentially applies to a Dispute, the arbitration agreement most directly related to Company's Account or the subject matter of the Dispute shall control. This arbitration agreement shall survive the closing of Company's Account or termination of any Service or the relationship between Company and Bank.

Statements and Other Account-Related Information

Mailing Statements and Other Account-Related Information to Company.

Except as expressly provided otherwise in this Agreement, Bank will mail (or otherwise make available to Company) statements for Company's Account and notices and other information regarding Company's Account or any Service (collectively, "Account-Related Information") to the postal or electronic address reflected in Bank's records for Company's Account. Any statement or Account-Related Information will be deemed to have been sent to Company on the first Business Day following the date on it. A statement or other Account-Related Information that is held for Company to pick up will be deemed to be delivered to Company at the time that Bank makes it available for pick up.

Company's Obligation to Review Statements and Other Account-Related Information and to Notify Bank of Errors.

Company agrees to promptly and carefully examine each statement for Company's Account and any other Account-Related Information and any paid Items that are returned with (or described in) the statement and any other Account-Related Information and to promptly notify Bank of, and reimburse Bank for, any erroneous credit to Company's Account. Within thirty (30) days after Bank mails or otherwise makes the statement or other Account-Related Information available to Company, Company will notify Bank of any claim for credit or refund due, for example, to an erroneous or unauthorized debit, a missing signature, an unauthorized signature, or an alteration (each, an "unauthorized transaction"). Within six (6) months after Bank mails or otherwise makes the statement or other Account-Related Information available to Company, Company will notify Bank of any claim

for credit or refund resulting from a forged, unauthorized, or missing endorsement. Such notification is to be made by (i) calling the telephone number listed on the statement for Company's Account or in the other Account-Related Information for such purpose and (ii) submitting a written report to Bank as soon as possible, but, in any event, within the timeframes specified above. If Company fails to notify Bank within the timeframes specified above, the balance shown on the statement for Company's Account or other Account-Related Information will be conclusively presumed to be correct, and Company will be deemed to have released Bank from all liability for the Items charged to Company's Account and for all other transactions covered by the statement or other Account-Related Information. In addition, if Company fails to notify Bank of an unauthorized transaction on Company's Account within thirty (30) days after Bank mails or otherwise makes the statement for Company's Account or other Account-Related Information describing the unauthorized transaction available to Company, Bank will not be liable to Company for any unauthorized transactions on Company's Account by the same person that could have been prevented if Company had complied with Company's obligations under this subsection. If Company notifies Bank of any claim for credit or refund later than required by this subsection, Bank may assert, at Company's request and on Company's behalf, any claim against a third party that Bank determines in Bank's sole discretion is permitted under the laws governing this Agreement or applicable rule.

Returned, Unclaimed Statements or Other Account-Related Information.

Unless otherwise prohibited by the laws governing this Agreement, (i) if two or more statements for Company's Account are returned, Bank may discontinue sending statements for Company's Account and other Account-Related Information to Company until Company provides a valid address to Bank; (ii) Bank may destroy statements for Company's Account and other Account-Related Information that are sent to Company and returned to Bank as undeliverable; and (iii) if Bank holds the statement for Company's Account or other Account-Related Information for Company to pick up and the statement remains unclaimed for sixty (60) days, Bank may send the statement to the address reflected in Bank's records for Company's Account or destroy it.

Address Changes for Statements for Company's Account and Other Account-Related Information.

Company may instruct Bank to change the address to which Bank mails (or the means by which Bank otherwise makes available) statements for Company's Account and other Account-Related Information at any time. Bank may act on any such instruction purportedly made on Company's

behalf within a reasonable time after Bank receives such instruction. Unless Company instructs Bank otherwise, Bank may in its sole discretion change the address only for the Account(s) Company specifies or for all or some of Company's other Accounts with Bank. Bank may change Company's address of record if Bank receives an address change notice from the U.S. Postal Service or if Bank receives information from a third party in the business of providing correct address information that the address in Bank's records no longer corresponds to Company's address.

Notices and Other Mail.

Any notice Company sends Bank will not be effective until Bank actually receives it and has a reasonable opportunity to act on it. If there is more than one Authorized Signer on Company's Account, Bank may send statements and other Account-Related Information to any one of them (unless Company has otherwise instructed Bank in writing). Company assumes the risk of loss in the mail. Any notice Bank sends Company will be effective when mailed or otherwise made available to Company.

Contacting Company Regarding Servicing and/or Collections.

In order for Bank to service the Account or to collect any amounts Company owes to Bank, Bank may from time to time make calls and/or send text messages to Company at any telephone number(s) associated with Company's Account, including wireless telephone numbers that could result in charges to Company. The manner in which these calls or text messages are made to Company may include without limitation prerecorded/artificial voice messages and/or an automatic telephone dialing system. In addition, in order for Bank to service the Account or to collect any amounts Company owes to Bank, Bank may send e-mails to Company at any e-mail address Company provides to Bank.

Electronic Communications.

If Company provides Bank with an electronic address to which Bank may send electronic communications, Company agrees that Bank may send to Company by electronic communication any information that the laws governing this Agreement require be sent to Company in writing, provided such electronic communication does not violate the laws governing this Agreement. "Electronic communication" means a message transmitted electronically in a format that allows visual text or images to be displayed on equipment such as a personal computer monitor.

Fraud Prevention

Protection Against Unauthorized Items.

Company acknowledges that there is a growing risk of losses resulting from unauthorized Items. Bank offers Services that provide effective means for controlling the risk from unauthorized Items. These Services include:

- Positive Pay, Positive Pay with Payee Validation, or Reverse Positive Pay (each offered by Bank in conjunction with Bank's Account Reconciliation Plan Service);
- · ACH Fraud Filter; and
- Payment Authorization Service.

In addition, Bank may recommend Company use certain fraud prevention practices to reduce Company's exposure to online fraud. Each of these practices is an industry "best practice".

An example of a best practice is dual custody, which requires a payment or user modification initiated by one user to be approved by a second user on a different computer or mobile device before it takes effect.

Company will be treated as having assumed the risk of any loss that could have been prevented by its use of any fraud prevention Service or best practice Bank has recommended to Company, if Company:

- Declines to enroll in the fraud prevention Service(s);
- Enrolls in the fraud prevention Service but fails to use it in accordance with the Service Documentation applicable to it; or
- Fails to adopt and follow a best practice.

Lost or Stolen Paper Items; Unauthorized Items.

If any of Company's unissued Paper Items has been lost or stolen, or if Company learns that unauthorized Items are being issued on Company's Account, Company agrees to notify Bank at once. To the extent that Company's failure to so notify Bank hampers Bank's ability

to prevent loss, Bank will be relieved of any liability for such Items. Upon receipt of any such notice, Bank may at its sole discretion and without any liability to Company take one or more of the following actions: (i) close Company's Account and open a new account for Company; (ii) dishonor any Paper Item Company or an Authorized Signer has indicated may have been lost or stolen (unless Company or an Authorized Signer subsequently has instructed Bank to honor such an Item); or (iii) pay any Paper Item presented for payment on Company's Account, provided Company has

instructed Bank to pay such Paper Item and given Bank the number of that Paper Item. If Bank opens a new account for Company and Company has authorized a third party to automatically make regular deposits to or withdrawals from Company's Account (such as wire or ACH transfers), Bank shall have no liability to Company if Company does not receive any regularly scheduled deposit or if a regularly scheduled payment is not made for Company due to Company's failure to notify that third party in a timely fashion of the number of Company's new Account.

Preventing Misuse of Company's Account.

Company agrees to take reasonable steps to ensure the integrity of Company's internal procedures with respect to Company's Account and Items drawn on Company's Account or deposited to it. To help prevent embezzlement and protect Company's business assets, Bank recommends Company:

- Assign responsibilities for Company's Account to multiple individuals.
 Those who reconcile statements for Company's Account should be different from those who issue Items drawn on Company's Account.
- Reconcile statements for Company's Account as received and notify Bank immediately of any problem.
- Contact Bank immediately if Company does not receive the statement for Company's Account when Company would normally expect to.
- Watch for Paper Items cashed out of sequence or made out to cash. These are classic red flags for embezzlement.
- Secure Company's supply of Paper Items at all times. Stolen Paper Items are a common method of embezzlement.
- Periodically reassign accounting duties such as reconciling Company's Account or making a deposit.
- Review transaction activity on Company's Account for unexpected fluctuations. For example, compare the percentage of cash deposits to total deposit size. Most businesses will maintain a constant average. A large fluctuation might indicate embezzlement.
- Destroy any Paper Item that Company does not intend to use.
- Use tamper-resistant Paper Items at all times.
- Notify Bank immediately when an Authorized Signer's authority ends so that his/her name can be removed from all signature cards and Online Banking access, and any Cards that Bank has issued to him/her can be cancelled.

- Do not sign blank Paper Items.
- Obtain insurance coverage for these risks.

Claim of Unauthorized Transactions; Bank's Rights and Liability

Investigation by Bank; Company's Agreement to Cooperate.

Bank shall investigate any transaction Company has reported to Bank as unauthorized (a "Claim of Unauthorized Transaction"). Company agrees to (i) submit Company's Claim of Unauthorized Transaction in writing to Bank by completing or obtaining a declaration under penalty of perjury describing Company's Claim of Unauthorized Transaction (in an affidavit form approved by Bank, if so requested); (ii) file a police report; (iii) complete and return to Bank any documents requested of Company; and (iv) in all respects cooperate fully at Company's expense with Bank in Bank's investigation of Company's Claim of Unauthorized Transaction.

Standard of Care.

Bank will meet its standard of care for Company's Account by exercising ordinary care in the transaction at issue. When Bank takes an Item for processing by automated means, "ordinary care" does not require Bank to examine the Item. In all other cases, "ordinary care" requires only that Bank follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Bank's policies and procedures are general internal guidelines for Bank's use and do not establish a higher standard of care for Bank than is otherwise established by the laws governing this Agreement. A mere clerical error or an honest mistake will not be considered a failure of Bank to perform any of its obligations. If Bank waives any of its rights as to Company or Company's Account on one or more occasions, it will not be considered a waiver of Bank's rights on any other occasion.

Limitation of Liability; Indemnification.

Whether in connection with Company's Account or a Service, in no event will either party to this Agreement or its respective directors, officers, employees, or agents be liable to the other party for any special, consequential, indirect or punitive damages, whether any claim is based on contract or tort or whether the likelihood of such damages was known to either party. The foregoing limitation of liability will not apply where expressly prohibited by the laws governing this Agreement. Bank will not have any liability to Company if there are insufficient available funds in Company's Account to pay Company's Items due to actions taken by (i) Bank in accordance with this Agreement or (ii) any third party. Except to the extent that Bank fails to exercise ordinary care or breaches this Agreement,

Company agrees to indemnify and hold Bank and its directors, officers, employees and agents harmless from all claims, demands, losses, liabilities, judgments and expenses (including their attorneys' fees and legal expenses) arising out of or in any way connected with Bank's performance under this Agreement. Company agrees this indemnification will survive the closing of Company's Account and the termination of any Service.

Adverse Claims.

If any person or entity makes a claim against funds in Company's Account, or if Bank believes that a conflict exists between or among the Authorized Signers on Company's Account or that there is a dispute over matters such as the ownership of Company's Account or the authority to withdraw funds from Company's Account, Bank may, without any liability to Company, take one or more of the following actions: (i) continue to rely on Bank's records to determine the ownership of or the identity of the Authorized Signer(s) for Company's Account; (ii) honor the claim upon receipt of evidence satisfactory to Bank to justify such claim; (iii) freeze all or a part of the funds in Company's Account until the dispute is resolved to Bank's satisfaction; (iv) close Company's Account and send a check for the available balance in Company's Account payable to Company or to Company and each claimant; or (v) pay the funds into an appropriate court.

Legal Process.

Bank may accept and act on any legal process it believes is valid, whether served in person, by mail or by electronic notification, at any location of Bank. "Legal process" includes a levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture, seizure or other legal process relating to Company's Account. Any such legal process is subject to Bank's security interest and right of setoff. Bank will not notify Company of a grand jury subpoena affecting Company or Company's Account.

"Freezing" Company's Account.

As part of Bank's loss prevention program, when Bank suspects that irregular, unauthorized, or unlawful activities may be occurring in connection with Company's Account, Bank may "freeze" (or place a hold on) the balance in Company's Account (and in other Account(s) Company maintains with Bank) pending an investigation of such suspected activities. If Bank freezes Company's Account, Bank will give any notice required by the laws governing this Agreement.

Force Majeure.

Neither party to this Agreement shall be deemed to be in default of any of

its obligations under this Agreement if its performance is delayed, hindered or becomes impossible because of any act of God or of any public enemy, hostilities, war (declared or undeclared), guerilla or terrorist activities, act of sabotage, blockade, earthquake, flood, landslide, avalanche, tremor, ground movement, hurricane, storm, explosion, fire, labor disturbance, riot, insurrection, strike, sickness, accident, civil commotion, epidemic, act of government or its agencies or officers, power interruption or transmission failure or any cause beyond the control of either party.

Company's Insurance Coverage.

Many businesses carry special insurance for employee fraud/embezzlement. If Company does, Bank reserves the right to require Company to file a claim with its insurance company before making any claim against Bank. In such event, Bank will consider Company's claim only after Bank has reviewed Company's insurance company's decision, and Bank's liability to Company, if any, will be reduced by the amount Company's insurance company pays Company.

Substitute Checks

A federal law, known as the "Check Clearing for the 21st Century Act" or "Check 21," took effect on October 28, 2004. This law provides for an instrument called a "substitute check." A substitute check contains an accurate copy of the front and back of the original draft and bears the legend: "This is a legal copy of your check. You can use it the same way you would use the original check." As noted in the legend, a substitute check is the same as the original draft for all purposes, including proving that Company made a payment. Any Paper Item Company issues or deposits that is returned to Company may be returned in the form of a substitute check. Even if Company has cancelled Items returned with the statements for Company's Account, Bank may in its sole discretion withhold substitute checks therefrom. Company agrees Company will not transfer a substitute check to Bank, by deposit or otherwise, if Bank would be the first financial institution to take the substitute check, unless Bank has expressly agreed in writing to take it.

Deposits to Company's Account

General.

Unless otherwise agreed in writing, Bank may, without inquiry, accept a deposit to Company's Account at any time, from any person or entity, made in any manner including without limitation a deposit based on an image of an Item. Bank may also refuse to accept all or any part of any deposit. Bank may use time and place of receipt, method of delivery, and status of set up to determine when Company's deposit is received. Bank may require that Company deposit an Item made payable to Company to Company's Account, instead of permitting Company to cash the Item. Bank is not

responsible for a deposit until a Bank employee has received and verified it. The receipt received at the time of deposit is not evidence a deposit has been verified. Bank may reverse or otherwise adjust any credit Bank believes it has erroneously made to Company's Account at any time without prior notice to Company.

Collection Items.

Bank may, in its sole discretion and with notice to Company, handle a Paper Item as a collection Item, instead of as a deposit. This means Bank sends the Item to the issuer's bank for payment and credits Company's Account for the Item when Bank receives payment for the Item. If the Item is returned unpaid, Bank will return the Item to Company.

Endorsements.

This subsection applies if an endorsement is necessary for the transfer or negotiation of an Item. Company authorizes Bank to supply Company's endorsement on any Item Bank takes for collection, payment or deposit to Company's Account. Company also authorizes Bank to collect any unendorsed Item that is made payable to Company without first supplying Company's endorsement, provided the Item was deposited to Company's Account. Bank may refuse to pay any Item or accept any Item for deposit or collection unless Bank is able to verify to its satisfaction that all of the necessary endorsements are present on the Item. For example, Bank may require that all endorsers be present at the time that an Item is presented to Bank for payment or accepted for deposit or collection.

Material Appearing on the Back of Paper Items; Legends on Paper Items.

Company is responsible for losses incurred by any person that cashes or accepts Company's Paper Items for deposit, if: (i) the loss is due to a delay in the return of the Item; and (ii) the delay is caused by material appearing on the back of the Item when it was issued or transferred by Company. This material may include, but is not limited to, carbon bands, blacked out areas, and printed or written text or numbers. Company is responsible for all losses, claims, damages or expenses that result from a restrictive legend or notation on Company's Paper Items.

Breach of Warranties.

If Company breaches any warranty Company makes under the laws governing this Agreement or rule with respect to any Item, Company shall not be released or otherwise discharged from any liability for such breach so long as Bank notifies Company of the breach within 120 days after Bank learns of the breach. If Bank fails to notify Company within this 120-day

period, Company shall be released from liability and discharged only to the extent Bank's failure to notify Company within such time period caused a loss to Company.

When Deposits are Credited to Company's Account.

All over-the-counter deposits or ATM deposits to Company's Account which are received before Bank's established cut-off time on any Business Day will be credited (and will be considered deposited) to Company's Account as of the close of business that day, and will be reflected in that day's Ledger Balance for Company's Account. All other deposits will be processed in accordance with the written agreements governing such deposits or, if there is no written agreement, banking practice. All deposits received after Bank's established cut-off time on a Business Day or at any time on a day which is not a Business Day will be credited (and will be considered deposited) to Company's Account at the end of the next Business Day. Deposits placed in one of Bank's "night depositories" before the established deadline on any Business Day will be credited to Company's Account at the close of business on that same day. All other deposits placed in the "night depository" will be credited to Company's Account at the end of the next Business Day.

Company's Use of Funds.

Company's use of funds deposited to Company's Account will be governed by Bank's separately disclosed collection schedule and, if Company's Account is a checking account, funds availability policy. Bank's collection schedule describes when deposits of Items that satisfy certain criteria will be considered collected. A fee may be charged in connection with any use of uncollected funds permitted by Bank. The then-current rate will appear on the statement for Company's Account. Bank's funds availability policy describes when funds deposited to Company's checking Account will be available to be used for all purposes. Bank may change its collection schedule and funds availability policy from time to time without prior notice to Company.

Deposits at Affiliates.

Company may make deposits to Company's Account(s) at an Affiliate, provided the Affiliate agrees. If Company makes a deposit to Company's Account at an Affiliate, that Affiliate's collection schedule and funds availability policy will determine when the funds deposited to Company's Account will be considered collected and available.

Deposits of Non-U.S. Items.

Bank may refuse to accept for deposit or collection an Item that is payable in currency other than U.S. dollars or an Item that is not drawn on a financial

institution chartered in the United States (each, a "non-U.S. Item"). If Bank accepts a non-U.S. Item for deposit to Company's Account or collection, Company accepts all risk associated with foreign currency fluctuation (exchange rate risk) and any late return of the non-U.S. Item. Company agrees Bank may use Bank's current buying and selling rate, as applicable, when processing a non-U.S. Item and may recover from Company's Account any loss Bank incurs as a result of processing such an Item for Company. Bank reserves the right to place longer holds on non-U.S. Items than the timeframes specified in Bank's funds availability policy for Deposited Items.

Acts and Omissions of Other Financial Institutions.

Bank is not liable for the insolvency, neglect, misconduct, mistake, or default of another bank or person, or for the loss or destruction of a Deposited Item or of a notice of nonpayment relating thereto. If a Deposited Item is lost or misrouted during the collection process: (i) Bank shall have no responsibility to Company for the actions or inactions of any collecting bank; (ii) Bank may charge Company's Account for the amount of the Deposited Item (and reverse any interest that may have accrued to Company's Account in connection with the Deposited Item); and (iii) Company agrees to cooperate with Bank in recreating the Deposited Item.

Deposited Items Returned.

Bank has the right to charge back to or otherwise debit any of Company's Account(s) for any Deposited Item that is returned (and to reverse or recover any associated interest that may have accrued), even if Company has made withdrawals against it. This right of charge back or debit is not affected by the expiration of any applicable midnight deadline, provided Bank does not have actual knowledge that such deadline has expired or, having such knowledge, (i) Bank concludes that the Deposited Item has been returned in accordance with the laws governing this Agreement or a rule (including a clearing house rule); or (ii) Bank has received a breach of warranty claim in connection with the Deposited Item.

Bank has the right to pursue collection of such Deposited Item, even to the extent of allowing the payor bank to hold the Deposited Item beyond the midnight deadline in an attempt to recover payment. Bank may redeposit a returned Deposited Item and re-present it for payment by any means (including electronic means), unless Bank has received instructions from Company not to redeposit such Deposited Item. Bank will have no liability for taking or failing to take any action to recover payment of a returned Deposited Item.

If one of Company's Deposited Items is returned with a claim that there is a breach of warranty (for example, that it bears a forged endorsement or is altered in any way), Bank may debit Company's Account for the amount of the Item (plus any associated fees) and pay the amount to the person or entity making the claim. Bank is under no duty to question the truth of the facts that are being asserted, to assess the timeliness of the claim, or to assert any defense. Bank need not give Company any prior notification of its actions with respect to the claim. Company agrees to immediately repay any Overdraft caused by the return of a Deposited Item.

Direct Deposits Returned by Bank.

If, in connection with a direct deposit plan funds are deposited to Company's Account and later returned to the originator, Bank may deduct the amount from that or any other Account Company maintains at Bank, without prior notice and at any time, except as prohibited by the laws governing this Agreement. Bank may also use any other legal remedy to recover the amount.

Reconstructing Lost or Destroyed Deposited Items.

If a Deposited Item is lost or destroyed during processing or collection (either at Bank or at another point in the payments system), Company agrees to cooperate fully with Bank to reconstruct the Deposited Item by promptly: (i) providing Bank with a copy of the front and back of the Deposited Item from Company's or the issuer's records; (ii) asking the issuer to place a stop payment on it (at Bank's expense) and issue a replacement Item to Company (if the Deposited Item has not been paid); or (iii) reviewing Company's records and other information and conducting any additional research as may be reasonable to determine the issuer's identity (if Company does not know the identity of the issuer of the Deposited Item). If Company fails to cooperate with Bank, Bank may, at any time and without advance notice to Company, reverse or otherwise adjust any credit made to Company's Account for a lost or destroyed Deposited Item.

Withdrawals from Company's Account

Determining Company's Account's Balance; Debiting Company's Account.

In determining the balance in Company's Account that is available to pay Items, Bank may reduce the available balance by the amount of any hold that Bank has placed on Company's Account under this Agreement. Additionally, Bank may place a hold on Company's Account if Bank receives an electronic notice that an Item will be presented for payment or collection against Company's Account (a "Notice of Presentment"). The hold may remain in effect from the time the Notice of Presentment is received until

the Item is presented or notice is received that the Item will not be presented, whichever first occurs. Bank may conclusively rely on the information it receives in an electronic presentment or notification when determining the available balance in Company's Account, and Bank will not have any liability for refusing to honor any of Company's Items because of insufficient funds, even if the electronic presentment or notification incorrectly describes the Item, including its amount. Bank may debit Company's Account on the day an Item is presented by any means, including without limitation electronically, or at an earlier time based on notification received by Bank that an Item drawn on Company's Account will be presented for payment or collection. A determination of the balance in Company's Account for purposes of making a decision to dishonor an Item for insufficiency or unavailability of funds may be made at any time between the presentment of the Item (or earlier upon receipt of any Notice of Presentment) and the time of return of the Item. No more than one such determination need be made.

Order of Posting; Categories of Items

Bank posts transactions during its nightly processing each Business Day. Generally, Bank first posts deposits or incoming transfers received before the deposit cutoff time that day. Bank then posts withdrawals (such as ATM, debit card or check transactions) that have been received for payment from Company's Account. Bank pays some categories (or types) of transactions, such as debit card transactions, before other types of transactions, such as checks.

The order in which Bank posts Items to Company's Account will depend upon a number of factors. For example, in connection with the process of posting Items, Bank has the right to (i) establish different categories of Items, (ii) establish a posting order for each category of Item(s), and (iii) establish different posting orders for Items within each category. Except to the extent limited by federal regulatory and judicial authorities, Bank has the right to change any of the factors described in (i), (ii) and (iii) above at any time without notice to Company.

Establishing categories of Items. Bank groups Items into categories it establishes. For example, Bank may group debit card transactions into one category, and group checks into another category. Bank may include more than one type of Item in a single category.

Establishing a posting order for each category of Items. Bank pays some categories (or types) of transactions, such as debit card transactions, before other types of transactions, such as checks.

Establishing a posting order of Items within a single category. If there are multiple transactions within a category, the order in which the transactions are posted will vary depending on the type of transaction.

For example, Bank will pay the most common types of transactions in the following order:

- ATM, debit card, account transfers, teller cashed checks and teller cash withdrawals transactions will be sorted by the date the transaction was conducted. For a debit card transaction, if a merchant does not seek pre-authorization from the Bank at the time of the transaction, Bank will use the date the transaction is received for payment from Company's account. If there are multiple transactions on a date, those transactions will be sorted by time (where that information is available to Bank's posting systems); the remaining transactions on that date will be sorted and paid from lowest to highest dollar amount.
- Checks and automatic payments (also known as ACH).

If there are multiple transactions, the transactions will be sorted and paid from highest to lowest dollar amount.

Relation between posting order and overdrafts/returned items

On any given Business Day, if Bank receives more than one Item for payment and determines there are sufficient funds to pay one or more but not all of the Items, then the number of Items paid and the overdraft and returned Item fees assessed could be affected by the order that Bank chooses to post those Items. For example, if Bank posts Items in the order of highest to lowest dollar amount, the total number of overdraft and returned Item fees Company is charged could be larger than if Bank were to post the Items in a different order.

Paper Items Presented Over-the-Counter for Payment by a Non-Customer.

If a Paper Item drawn against Company's Account is presented over-the-counter for payment by a person who does not have a deposit account at Bank, Bank may charge a fee to the person presenting the Paper Item as a condition for payment of the Paper Item. Company should contact its banker if Company has questions or if Company is required for any reason to have a place where Company's Paper Items can be cashed without a fee. The amount of the fee is disclosed in the fee and information schedule. Bank

may require identification acceptable to Bank and not prohibited by the laws governing this Agreement, including a fingerprint of the person presenting the Paper Item. Bank may dishonor the Paper Item if the person refuses to pay this fee or provide the identification Bank requests.

Large Cash Withdrawals.

If Company wants to cash a check (or make a cash withdrawal from Company's Account) for a very large amount, Bank may require five (5) Business Days' advance notice so that it can order the cash from its vault. Bank may, but is not obligated to, require that Company provide adequate security when Company picks up the cash and may also require Company to pick up the cash at Bank's central vault or other location.

Withdrawals at Affiliates.

Company may make withdrawals from Company's Account at an Affiliate, provided the Affiliate agrees. If an Affiliate cashes an Item for Company, Bank may place a hold on Company's Account(s) for a corresponding amount of funds. If the Item is later returned to the Affiliate for any reason, Bank may debit one or more of Company's Accounts for the amount of the Item.

Items Resulting From Company's Disclosure of Company's Account Number.

If Company voluntarily discloses Company's Account number to another person orally, electronically, in writing, or by some other means, and Bank determines that the context of such disclosure implies Company's authorization to debit Company's Account, Bank may treat such disclosure as Company's authorization to that person to issue Items drawn on Company's Account.

Missing Signatures; Alterations; Forgeries.

Bank will have no responsibility for reviewing the number or combination of signatures on an Item drawn on Company's Account. This means that if Company has indicated that more than one signature is required in connection with an Item drawn on Company's Account,

Bank will have no liability to Company if a transaction is conducted on or through Company's Account contrary to the signature requirements Company has specified, provided at least one of the required signatures appears on the Item. Bank will have no liability to Company for failing to detect a forgery of the signature of an Authorized Signer or an alteration of one of Company's Items, if the forgery or alteration is such that a reasonable person could not reasonably be expected to detect it.

Dates and Special Instructions on Paper Items.

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

Facsimile or Mechanical Signatures.

If Company has elected to use a facsimile, other mechanical signature (including a stamp) to sign or endorse Paper Items or a Company logo or other mark in lieu of a signature, Bank may rely on that signature (or any signature that purports to be the facsimile, other mechanical signature of an Authorized Signer) or the Company logo or other mark as Company's authorized signature without regard to when or by whom or by what means or in what ink color such signature, Company logo or other mark may have been made or affixed to a Paper Item deposited to, drawn on or otherwise debited to Company's Account.

Consumer ACH Debit Entries.

Under the ACH Operating Rules, certain types of ACH entries may only be presented on a consumer account. These entries (each, a "Consumer ACH Debit Entry") include without limitation Point of Purchase ("POP"), account receivable ("ARC"), destroyed check ("XCK") and returned check ("RCK") entries. Bank shall have no obligation to pay, and no liability for paying, any Consumer ACH Debit Entry on Company's Account.

Stop Payment Orders; Notices of Post-Dating

General.

"Stop payment order" refers to both an order to Bank not to pay a Paper Item and to a notice of post-dating. To be effective, a stop payment order must be received in a time and manner that gives Bank a reasonable opportunity to act on it before paying, accepting, certifying, cashing or otherwise becoming obligated to pay Company's Paper Item as provided in the Uniform Commercial Code. Each stop payment order is subject to Bank's verification that the Paper Item described in the order has not been

paid. This verification may occur subsequent to the time Bank accepts the stop payment order.

Content of Stop Payment Order.

Bank requires the exact (i) name of the payee, (ii) number of Company's Account on which Paper Item is drawn, (iii) Paper Item amount and (iv) the Paper Item number or a range of Paper Item numbers. Bank may, at its sole discretion, use only a portion of the required information in order to identify a Paper Item. Failure to provide correct and complete information may make it impossible for Bank to stop payment of a Paper Item. Company agrees to indemnify and hold Bank harmless from and against any loss incurred by Bank as a result of Bank's paying a Paper Item if any of the information relied upon in the stop payment order is incorrect or incomplete (or as a result of Bank's not paying a Paper Item for which a valid stop payment order is in effect).

Effective Period of Stop Payment Order; Renewal; Revocation.

Bank need not honor a written stop payment order for more than six (6) months. For accounts that do not have Bank's STOP AUTO-RENEWAL Service, Company must renew a stop payment order if Company does not want the stop payment order to expire after six (6) months. Each renewal is treated as a new stop payment order. For accounts with Bank's STOP AUTO-RENEWAL Service, a stop payment order is subject to annual renewals for up to six (6) twelve-month periods, unless Company has otherwise notified Bank in writing. Bank may pay a Paper Item after a stop payment order has expired, even though the Paper Item is more than six (6) months old. An instruction to revoke a stop payment order must be received in a time and manner that gives Bank a reasonable opportunity to act on it.

Liability to Holder in Due Course.

Notwithstanding Bank's timely return of any Paper Item due to a valid stop payment order, Company may still be liable under the laws governing this Agreement for the amount of that Item.

Paper Items Paid Over Valid Stop Payment Orders.

If Bank pays a Paper Item over a valid stop payment order, Bank may require Company to provide Bank with an affidavit describing in detail Company's dispute with the payee. If Bank credits Company's Account after paying a post-dated Paper Item over a valid and timely notice of post-dating, Bank may charge Company's Account for the amount of the Paper Item as of the date of the Paper Item.

Overdrafts; Security Interest; Bank's Right to Setoff

Overdrafts and Insufficient Funds.

Bank may, at its option, pay or refuse to pay any Item if it would create an Overdraft on Company's Account, without regard to whether Bank may have previously established a pattern of honoring or dishonoring such an Item. Bank may take either of the following actions if Bank receives an Item drawn on Company's Account and there are insufficient available funds in Company's Account to cover the Item, without prior notice to Company:

- Pay the Item and create an Overdraft on Company's Account.
- Return the Item if the Item would create an Overdraft on Company's Account.

Company agrees to pay Bank's fee that may vary depending on the action Bank takes. Any Overdraft on Company's Account is immediately due and payable, unless Bank agrees otherwise in writing Company agrees to reimburse Bank for the attorneys' fees and other costs and expenses Bank incurs in recovering the Overdraft (including Overdraft and associated fees). On a Business Day when Bank determines that there are sufficient funds in Company's Account to pay one or more but not all of the Items presented for payment on Company's Account, the order in which Bank posts such Items may affect the number of Items paid and the Overdraft and returned Item fees assessed. When Bank posts Items in the order of highest to lowest dollar amount, the Overdraft and returned Item fees may be more than these fees would be if Bank were to post the Items in the order of lowest to highest dollar amount.

Security Interest; Bank's Right to Setoff.

To secure Company's performance of this Agreement, Company grants Bank a lien on and security interest in Company's Account and Company's accounts with any Affiliate. In addition, Company acknowledges Bank may setoff against any Account(s) (including matured and unmatured time Account(s)) for any obligation Company owes Bank at any time and for any reason as allowed by the laws governing this Agreement. These obligations include both secured and unsecured debts and debts Company owes individually or together with another person. Bank may consider this Agreement as Company's consent to Bank's asserting its security interest or exercising its right of setoff should the laws governing this Agreement require Company's consent. If Company's Account is an unmatured time account, Bank may deduct any early withdrawal fee that may be due as a result of Bank having exercised its right of setoff. If Company has a Sweep

Account, Company also authorizes Bank to redeem Company's shares in the Designated Money Market Fund and apply the proceeds to any obligation Company owes Bank. The rights described in this subsection are in addition to and apart from any other rights, including any rights granted under any security interest that Company may have granted to Bank.

Bank Fees and Expenses

General.

Company agrees to pay Bank in accordance with the fee and information schedule. Company also agrees to pay an amount equal to any applicable taxes, however designated, exclusive of taxes based on the net income of Bank.

Payment of Bank Fees and Expenses; Finance Charges.

Bank may either directly debit Company's Account or invoice Company for Bank fees and expenses and taxes incurred in connection with Company's Account and any Service. If an Earnings Allowance accrues on Company's Account, Bank will periodically apply Company's accrued Earnings Allowance to Bank fees and expenses (unless Bank otherwise indicates in writing). Bank may debit Company's Account (or any other Account Company maintains at Bank) or invoice Company for any amount by which the fees and expenses exceed the accrued Earnings Allowance on Company's Account. Bank may also debit Company's Account (and any other account Company maintains at Bank) for attorneys' fees and any other fees and expenses Bank incurs in exercising its rights under this Agreement including Bank's rights in connection with Overdrafts, Adverse Claims, Legal Process and "Freezing" Company's Account. If there are insufficient funds in Company's Account to cover the debit, Bank may overdraw Company's Account. Company agrees to promptly pay any invoiced amount. Bank may assess finance charges on any invoiced amounts that are not paid within forty-five (45) days of the date of invoice. Finance charges are assessed at a rate of 1.5% per month (18% per annum) or the highest amount permitted by the laws governing this Agreement, whichever is less. Charges for accrued and unpaid interest and previously assessed finance charges will not be included when calculating finance charges. Payments and other reductions of amounts owed will be applied first to that portion of outstanding fees attributable to charges for accrued and unpaid interest and previously assessed finance charges, then to other fees and expenses. Debiting of service fees occurs on the day of each calendar month Bank separately discloses to Company, or if the disclosed day is not a Business Day, on the next succeeding Business Day.

Earnings Allowance.

Each month, the average monthly Investable Balance in a commercial demand deposit account may earn an "Earnings Allowance" which, depending on the arrangement with Bank, may be applied against that month's fees for the account. An Earnings Allowance in excess of the total monthly fees cannot be credited to the account as interest and may not be carried forward to the following month. Earnings Allowances are calculated on a 365/366-day year basis using an "Earnings Allowance Rate," which is a variable rate established by Bank (and which may be as low as zero percent). Bank reserves the right to change this rate at any time without notice to Company. If the account is an interest-bearing account, the account is not eligible to earn an Earnings Allowance.

Recoupment Fee.

The FDIC charges each insured bank a fee to cover its share of the cost of providing deposit insurance to depositors. The FDIC does not charge a bank's depositors for deposit insurance or require banks to pass the cost of deposit insurance on to their depositors. The FDIC does, however, permit a bank to recoup the cost of deposit insurance from its depositors, so long as the fee the bank charges its depositors does not reveal information that could be used to determine the bank's confidential supervisory ratings or mislead depositors by implying the FDIC is charging the fee. Bank assesses this Recoupment Fee to partially recover insurance premiums it pays to the FDIC for deposit insurance. The amount of the Recoupment Fee appears on the periodic statement or client analysis statement for Company's account and is based on the monthly average ledger balance Company maintains in its account. The Recoupment Fee is subject to change by Bank at any time without notice. For questions about the Recoupment Fee, Company may contact its relationship manager at Bank.

Bank's Use of Funds.

Bank may benefit from having the use of funds in customers' non-interest bearing accounts. Bank may use these funds to reduce its borrowing from other sources such as the Fed Funds market or invest them in short-term investments such as its Federal Reserve Account. This benefit may be referred to as "spread". It is not possible to quantify the benefit to Bank that may be attributable to a particular customer's funds because funds from all customers' non-interest bearing accounts are aggregated both for purposes of reducing Bank's borrowing costs and for investment and because Bank's use of funds may vary depending on a number of factors including interest rates, Federal Funds rates, credit risks and Bank's anticipated funding needs. Bank's use of funds as described in this paragraph has no effect or impact on Company's use of and access to funds in Company's account.

Checking Subaccounts

For each checking account, Bank may establish on Company's behalf a master account and two subaccounts. All information that is made available to Company about Company's Account will be at the master account level. The subaccounts are comprised of a savings account and a transaction account. On the first day of each month, Bank will allocate funds between the two subaccounts as it deems appropriate. Items received by Bank that are drawn against Company's master account will be presented for payment against the transaction subaccount. Funds will be transferred from the savings subaccount to cover Items presented against the transaction subaccount as may be needed. On the sixth (6th) transfer from the savings subaccount during a statement period all of the funds on deposit in the savings subaccount will be transferred to the transaction subaccount. If Company's Account earns interest, the use of subaccounts will not affect the interest Company earns.

Miscellaneous

Acceptable Form of Paper Items; Document and Image Quality.

Company agrees to comply with Bank's specifications for Paper Items, including without limitation paper stock, dimensions, and other generally applicable industry standards for Paper Items and to include on Company's Paper Items Bank's name and address as directed by Bank. Certain features (such as security features) of an originally issued Item or a Deposited Item may impair the image quality of a substitute check, purported substitute check or electronic Item created by Bank or any third party. Bank will not be liable for any claims, demands, judgments or expenses paid, suffered or incurred by Company, and Company will indemnify Bank from and hold Bank harmless against any claims, demands, judgments or expenses paid, suffered or incurred by Bank, arising directly or indirectly as a result of or in connection with (i) the untimely return of any Paper Item Company has issued as a result of, and any presentment-related problem resulting from, the failure of the Paper Item to conform in any respect to Bank's Paper Item specifications, including without limitation, failure to include Bank's full name and address on the Paper Item, and (ii) any claim based on the image quality of a substitute check, purported substitute check or electronic Item, whether created by Bank or any third party.

Closing Company's Account.

Company may close Company's Account at any time. Bank may, in its sole discretion, close Company's Account at any time. If Bank closes Company's Account, Bank may send the Collected Balance on deposit in Company's

Account by ordinary mail to Company's most recent address shown on Bank's account records. Whether Company or Bank closes Company's Account, Company agrees to maintain on deposit in Company's Account sufficient funds (determined in Bank's sole discretion) to cover outstanding Items to be paid from Company's Account, charge-backs including without limitation returned Deposited Items and Bank's fees and expenses. This Agreement shall continue to govern Company's Account until Bank makes a final disbursement from it. In addition, Bank will not be liable for any loss or damage that may result from dishonoring any of Company's Items that are presented or otherwise received after Company's Account is closed. If Company's Account is an interest bearing account, the Account will cease earning interest from the date Company requests it be closed. If the Account balance does not reach zero within three (3) months from the date of Company's request, Bank may close the Account and send Company the balance as described above or return the Account to active status.

Contract Language.

English is the controlling language of the relationship between Company and Bank. Bank may translate its agreements, forms, disclosures and advertisements into another language for Company's convenience. However, if there is a discrepancy between Bank's English language materials and the materials in another language, the English language version is controlling, unless (i) Bank otherwise agrees with Company in writing; or (ii) the laws governing this Agreement specifically provide for a different result.

Credit Reports.

Company authorizes Bank to make any inquiries that Bank considers appropriate to determine if Bank should open and maintain an Account for Company. This may include ordering a credit (or other) report (e.g., information from any motor vehicle department or other state agency) on Company.

Dormant and Unclaimed Accounts.

Company's Account is dormant if, for one year for a checking account or three years for a Commercial savings or time account, there is no customer initiated activity (except where the laws governing this Agreement require otherwise). If Company's Account is dormant, Bank may hold all statements on Company's Account, but Bank's normal maintenance and other fees will continue to be assessed except where prohibited and ATM and Point-of-Sale ("POS") access may be blocked. If Company's Account remains dormant and is unclaimed by Company for the period required under the laws governing this Agreement, Bank is required by those laws to "escheat" the funds; that is, to deliver the funds in Company's Account to the state whose laws govern Company's Account. Bank may charge a fee to Company's Account for mailing an escheat notice. When the funds in Company's Account are delivered to the state, Company's Account is closed, and no interest accrues. To recover funds delivered to the state, Company must file a claim with the state.

Entire Agreement; Headings; No Third Party Beneficiary.

This Agreement constitutes the entire agreement between Company and Bank regarding the subjects addressed in it and supersedes prior oral or written representations, conditions, warranties, understandings, proposals or agreements regarding Company's Account. Headings do not constitute a part of this Agreement. No person or entity will be deemed to be a third party beneficiary under this Agreement.

Laws Governing this Agreement.

The laws governing this Agreement include the laws and regulations of the United States and, to the extent applicable, the laws of the state in which the Bank office that maintains Company's Account is located (unless Bank has notified Company in writing that the laws of another state shall govern Company's Account), without regard to conflicts of laws principles. If Company's Account was not opened in person at a Bank office (for example, if Company opened its Account by phone, through the mail or over the Internet), this Agreement will be governed by the laws of the state in which

Bank's main office is located, unless Bank notifies Company that its Account has been assigned to a particular Bank office, in which event the laws of the state in which that office is located will govern this Agreement. Any lawsuits, claims or other proceedings relating in any way to Company's Account, any Service or this Agreement, including without limitation, the enforcement of the Arbitration Agreement in this Agreement and the entry of judgment on any arbitration award shall be venued exclusively in the courts of the state whose laws govern this Agreement, without regard to conflict of laws principles. Each provision of this Agreement stands alone. Any provision of this Agreement which is inconsistent with the laws governing this Agreement, either in its entirety or with respect to a particular type of transaction or Item, will be deemed modified and applied in a manner consistent with the laws governing this Agreement. Any provision of this Agreement which a court of competent jurisdiction determines to be unenforceable or invalid, either in its entirety or with respect to a particular type of transaction or Item, will not affect the enforceability or validity of the remaining provisions of this Agreement.

Notwithstanding the preceding paragraph, any funds transfer that is a "remittance transfer" as defined in Regulation E, Subpart B, as amended from time to time, will be governed by the laws of the state of New York, including New York's version of Article 4A of the Uniform Commercial Code, without regard to its conflict of laws principles.

Minimum Balance Requirements; Other Restrictions.

Bank may impose minimum balance requirements or other applicable limitations, or restrictions on Company's Account, provided such requirements, limitations or restrictions are disclosed to Company.

Modification of Agreement; Account Conversion.

Bank may in its sole discretion from time to time change this Agreement by adding new provisions or by modifying or deleting existing provisions. Each such addition, modification or deletion is referred to in this Agreement as a "modification." When applicable law requires Bank to notify Company of a modification, Bank may do so by posting notice of the modification in Bank or at Bank's home page (www.wellsfargo.com), by including a message on or with the statement for Company's Account, or by any other means that Bank considers appropriate, unless the laws governing this Agreement requires notice by a specific means. In addition, Bank may agree in writing to waive a provision of this Agreement including without limitation a fee (a "waiver"). Bank may, upon prior written notice to Company, revoke any waiver. Company's continued use of Company's Account or a related Service following the effective date of any modification or revocation of any waiver

will show Company's consent to that modification or revocation of waiver. Bank may convert Company's Account to another type of account at any time, provided Bank gives Company any advance notice that may be required.

Monitoring and Recording Communications.

Bank may without liability monitor, record and retain telephone conversations, electronic messages, electronic records and other data transmissions between Company and Bank at any time without further notice to Company, unless further notice is otherwise required by the laws governing this Agreement.

No Fiduciary Relationship.

Bank's relationship with Company concerning Company's Account is that of debtor and creditor; no fiduciary, quasi-fiduciary or special relationship exists between Company and Bank.

Reliance on Bank Records.

Bank may rely solely on its records to determine the form of ownership of and the Authorized Signers on Company's Account.

Reordering Checks.

Company can reorder checks by mailing the reorder form enclosed in Company's current order of checks or by calling Bank at the telephone number shown on the statement for Company's Account. If Company or a third party prints its checks, Bank shall have no liability to Company if Bank is unable to process such checks by automated means.

Restricted transactions.

Company acknowledges and agrees that "restricted transactions," as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG issued thereunder, are prohibited from being processed through Company's Account or any relationship between Company and Bank. In the event Bank identifies a suspected restricted transaction, Bank may block or otherwise prevent, or prohibit such transaction and, further, Bank may close the Account or end the relationship.

Transferring an Interest in Company's Account.

Company's Account may not be pledged, assigned or in any other manner transferred, whether in whole or in part, without Bank's written agreement.

II. Additional Terms Applicable to All Commercial Interest-Bearing, Savings and Time Accounts

Interest-Bearing Accounts

Variable/Fixed-Rate Accounts.

Company's interest-bearing Account may be either a variable-rate or fixed-rate account. Unless Bank has specified otherwise in writing, Company's Account will be a variable-rate account. That means Bank may in its sole discretion change the interest rate on Company's Account at any time. If Company's Account is a fixed-rate account and it is not a time account, Company will be paid the specified interest rate for at least thirty (30) days.

Method Used to Calculate Earned Interest.

Bank may use either the average daily balance or daily balance method to calculate interest. The average daily balance method applies a periodic rate to the average daily collected balance for the period. The average daily balance is calculated by adding principal for each day and dividing by the number of days in the period. The daily balance method applies a daily periodic rate to principal each day. Unless Bank has specified otherwise in writing, it will use the daily balance method to calculate interest. If Company's Account is a tiered-rate account, Bank may pay the same interest rate on more than one tier.

Interest Accrual.

If Company deposits a non-cash Item, such as a check, interest begins to accrue no later than the Business Day Bank receives credit for the deposit of that Item. This may not be the same day that Company deposits the non-cash Item to Company's Account.

Compounding and Crediting.

Interest will compound on a daily basis. For checking and savings accounts, interest will be credited on a monthly basis. For time accounts, Bank will notify Company separately as to the frequency with which interest will be credited to Company's Account.

Target Balance Accounts.

If Company maintains multiple accounts at Bank, Company may, with Bank's consent, designate in writing one such account as its "Principal Account" and one or more additional accounts as "Target Balance Accounts." For each Target Balance Account, Company will separately specify to Bank in writing the Ledger Balance or Collected Balance which Company wishes

to maintain in such account (the "Target Balance"). At the end of each Business Day, Bank will determine the applicable balance on deposit in each Target Balance Account. If the applicable balance in a Target Balance Account exceeds its Target Balance, Bank will transfer from the Target Balance Account to the Principal Account such funds as are necessary to bring the applicable balance to the Target Balance. If the applicable balance is less than the Target Balance, Bank will transfer from the Principal Account to the Target Balance Account such funds as are necessary to bring the applicable balance to the Target Balance. Bank may, but will not be required to, transfer funds if the transfer would create an Overdraft or exceed the Collected Balance then on deposit in the Principal Account.

Interest Adjustments.

An interest adjustment may be reflected on the statement for Company's Account for the month after it occurs rather than the month in which it occurs.

Tax Identification Number Certification.

Treasury regulations require Bank to obtain a Tax Identification Number ("TIN") certification for each account. To avoid backup withholding tax on accounts that earn interest or dividends, Company must submit Internal Revenue Service ("IRS") Form W-9 or the appropriate Form W-8 and supporting information and/or documentation to Bank. U.S. citizens or other U.S. persons, including resident alien individuals, must provide a Form W-9. If Company is a non-resident alien as defined by the IRS, Company must provide the appropriate Form W-8. Additional documentation may be required if Company is a foreign partnership, foreign government, or is claiming an exemption based on Effectively Connected Income. Until Bank has received the completed and signed Form(s) W-9 or W-8, or any other required forms, Bank will pay interest and comply with the backup withholding requirements of the IRS. If, at any time, Bank receives information that someone other than Company is using the same TIN that Company certified as its TIN on Form W-9, and Bank is not able to determine to its own satisfaction that the TIN has been assigned to Company, Bank may at its option and without notice (i) stop paying interest on Company's Account, (ii) continue paying interest but comply with the backup withholding requirements of the IRS and/or, (iii) take any other action which Bank believes is reasonable in the circumstances. If Company is an individual who owns its Account as a sole proprietor, upon that individual's death, Bank must be provided with the individual's estate's or successor's TIN or Bank may either refuse to pay interest earned on Company's Account since the date of the individual's death or withhold a portion of the interest that has been earned on Company's Account since the date of the individual's death.

Commercial Savings Accounts

Bank's Right to Require Notice.

Bank has the right to require seven (7) days' written notice before Company withdraws money from Company's Negotiable Order of Withdrawal (NOW) or savings Account.

Regulation D savings account transaction and other limited activity

Regulation D and Bank limit certain types of withdrawals and transfers from a Federal savings or money market account to a combined total of six (6) per monthly statement period (exceptions to the statement period may apply):

Limited by Regulation D:-

- Transfers by phone using Bank's automated banking service or speaking with a banker on the phone
- Transfers or payments through online, mobile, and text banking (including bill pay)
- Transfers to a checking account for overdraft protection coverage
- Preauthorized transfers and withdrawals (including recurring and one time)
- Payments to third parties such as checks, drafts, or similar transactions (counted when they are posted to the account and not when they are written)
- Debit or ATM card purchases that post to the savings or money market account

Limited by Bank:

- Transfers and payments to Wells Fargo credit cards, lines of credit, and loans
- Wires whether made in person, on the telephone, or online

Not limited:

Except wire transfers as described above, there is no limit on withdrawals or transfers made in person at an ATM or a Wells Fargo banking location or on any types of deposits.

An excess activity fee is assessed for transactions exceeding the limits stated above. If the limit is exceeded on more than an occasional basis, Bank may be required to close or convert the savings or money market account to a checking account, which would discontinue any overdraft protection it might be providing to another account, or close the account. If the withdrawal and

transfer limit is reached, Bank may decline transfers and withdrawals for the remainder of the monthly statement period (exceptions to the statement period may apply) to help Company avoid a fee and account conversion or closure.

The Excess Activity Fee for Savings and Money Market Accounts is \$10 per excess transaction.

Commercial Time Accounts

General.

Commercial Time ("time") Accounts include deposits which are payable, either on a specified date or at the expiration of a specified time, no less than seven (7) calendar days after the date of deposit. Bank may refer to a time account as a "certificate of deposit" or a "CD," even though the time account is not represented by a certificate.

Certificated Time Accounts.

If Company receives a certificate evidencing Company's time Account, Bank may require Company to present the certificate and any amendments to receive payment or transfer ownership.

Maturity Date.

Company's time Account will mature at the end of the term stated on Company's receipt, disclosure or certificate, as applicable.

Time Requirements.

Company agrees to keep Company's funds on deposit until the maturity date. Company may make withdrawals from Company's time Account on the maturity date or within the grace period after that date. Bank will not agree in advance to allow withdrawal before maturity.

Payment of Interest.

If Company has elected a payment of interest other than a credit to Company's time Account, Bank may in its sole discretion terminate it in favor of crediting Company's time Account. Ordinarily, such discretion will be exercised when an interest payment mailed to Company's Account address has been returned undelivered or when an Account to which Company's interest payments were automatically credited has been closed, or if the interest payment amount is less than any minimum amount disclosed in the fee and information schedule.

Additional Deposits.

Other than during the grace period, Company may not make additional deposits to Company's time Account, unless Bank otherwise agrees in writing.

Withdrawal of Interest Prior to Maturity.

A withdrawal of interest prior to maturity will reduce earnings.

Renewal Policies.

If Company's time Account is automatically renewable, at maturity it will renew (i) for a like term; and (ii) at Bank's interest rate in effect on the maturity date for a new time deposit of the same term and amount, unless Bank has notified Company that it will not renew Company's Account. Company may withdraw Company's funds anytime during the grace period without a fee. If Company does, Bank will not pay interest for that period on the funds withdrawn. If Company's time Account is not automatically renewable and Company does not withdraw the funds on the maturity date, the funds will no longer earn interest after the maturity date and will be placed in a non-interest-bearing checking Account.

Early withdrawal fee. If Company withdraws funds from its time Account before the maturity date, an early withdrawal fee will be assessed:

- For terms less than three months (or less than 90 days), the fee is one month's interest
- For terms three months (or 90 days) through 12 months (or 365 days), the fee is three months' interest
- For terms over 12 months through 24 months, the fee is six months' interest
- For terms over 24 months, the fee is 12 months' interest
- Minimum fee is \$100

The early withdrawal fee is based on the principal amount withdrawn, at the interest rate on Company's time account at the time of withdrawal. For purposes of determining the amount of the early withdrawal fee, one month's interest is equal to one year's interest, at the interest rate in effect at the time of withdrawal, divided by 12. The amount of the early withdrawal fee is deducted from earned interest. If the fee is greater than the earned interest, the difference is deducted from the principal. In no event will the early

withdrawal fee for a withdrawal during the first six days after the date of deposit be less than seven days' simple interest.\

III. Funds Transfers

General.

Funds transfers to or from Company's Account will be governed by the rules of any funds transfer system through which the transfers are made, as amended from time to time, including, without limitation, the National Automated Clearing House Association and any regional association (each, an "ACH") and Clearing House Interbank Payments System ("CHIPS"). The following terms are in addition to, and not in place of, any other agreements between Company and Bank regarding funds transfers.

Notice of Receipt of Funds.

Unless Bank has otherwise agreed in writing, it will notify Company of funds electronically debited or credited to Company's Account through the statement for Company's Account covering the period in which the transaction occurred. Bank is under no obligation to provide Company with any additional notice or receipt.

Reliance on Identification Numbers.

If a transfer instruction describes the person to receive payment inconsistently by name and account number, payment may be made on the basis of the account number even if the account number identifies a person different from the named person. If a transfer instruction describes a participating financial institution inconsistently by name and identification number the identification number may be relied upon as the proper identification of the financial institution

Duty to Report Unauthorized and Erroneous Fund Transfers.

Company agrees to exercise ordinary care to determine whether a fund transfer to or from Company's Account was either erroneous or not authorized and will notify Bank of the facts within a reasonable time not exceeding fourteen (14) days after Bank sends or makes available to Company the statement for Company's Account on which the transfer appears or Company otherwise has notice of the transfer, whichever is earlier. Company will be precluded from asserting that Bank is not entitled to retain payment unless Company objects to payment within the fourteen (14) day period.

Erroneous Payment Orders.

Bank has no obligation to detect errors in payment orders (for example, an erroneous instruction to pay a beneficiary not intended by Company or to pay an amount greater than the amount intended by Company, or an erroneous transmission of a duplicate payment order previously sent by Company). Should Bank detect an error on one or more occasions, it shall not be construed as obligating Bank to detect errors in any future payment order.

Automated Clearing House (ACH) Transactions.

The following terms apply to payments to or from Company's Account that are transmitted through an ACH:

- Company's rights as to payments to or from Company's Account will be governed by the laws that govern Company's Account.
- Credit given by a receiving bank to its customer for a payment from Company's Account is provisional until final settlement has been made or until payment is considered received under the laws that govern Company's Account.
- If final settlement or payment is not made or received, the receiving bank will be entitled to a refund from its customer and Company, as the originator of the payment will not be considered to have paid Company's customer.
- If a payment is made to Company's Account and Bank does not receive final settlement or payment is not received under the laws governing this Agreement, Company will not be considered to have received payment, and Bank will be entitled to reimbursement from Company for that payment.
- Company hereby authorizes any Originating Depositary Financial Institution (ODFI) to initiate, pursuant to ACH Operating Rules, ACH debit entries to Company's Account for electronic presentment or representment of Items written or authorized by Company.

IV. Selected Services

Stagecoach Deposit® – ATM Deposit Only Card Service.

Company may elect to utilize Bank's Stagecoach Deposit® – ATM Deposit Only Card Service by completing and returning to Bank the setup form for the Service. This Service allows Company to make deposits to Company's Account using a Stagecoach Deposit® – ATM Deposit Only card ("Deposit

Card") and a designated Wells Fargo® ATM ("ATM"). Company will make such deposits according to the instructions Bank provides and will gain access to the ATM using the Deposit Card and a Personal Identification Number ("PIN"), the risk of misuse of both of which Company assumes. Bank will provisionally credit each deposit to Company's Account based on the amount Company keys into the ATM. Company's ATM deposits are subject to the standard cut-off time established for the ATM into which the deposit was made and Bank's funds availability policy applicable to Company's Account. If the dollar amount of Company's deposit as determined by Bank differs from Company's total (as shown on Company's ATM receipt), Bank will send Company a statement showing the amount of this difference. Company agrees Bank's count of the dollar amount of Company's deposit will be conclusive and binding on Company. Company will have full responsibility for each deposit and its contents until the deposit has been completely and physically accepted into the ATM. If Company claims any portion of a deposit was lost or stolen while in Bank's custody, Company acknowledges Company has the burden of proving its claim. If Company orders supplies for the ATM Deposit Service through the ATM, Company authorizes Bank to initiate debits to Company's Account and credits to the accounts of third party vendors to cover the cost of such supplies provided to Company. Such transfers may be processed through an automated clearing house or any other means chosen by Bank and will be subject to the rules of the funds transfer system used by Bank. Company's authorization will remain in full force and effect until Bank has received written notification from Company of its termination in such time and manner as to afford Bank and any third-party vendor a reasonable opportunity to act on it.

Stagecoach Deposit® - Post Verify Service.

If Company elects to utilize Bank's Stagecoach Deposit® – Post Verify Service, Company will prepare, package and deliver Stagecoach deposits to Bank in accordance with Bank's instructions. Bank will provisionally credit Company's Account for the currency shown on the deposit ticket enclosed in Company's Stagecoach deposit bag as follows: (i) same day credit for deposits delivered to an office of Bank before that office's cut-off time on any Business Day or for deposits placed in night depository of Bank before 6:00 a.m. on any Business Day; or (ii) next Business Day credit for deposits delivered to an office of Bank on any Business Day on or after Bank's office's cut-off time or on any non-Business Day. All Stagecoach deposits are subject to Bank's acceptance and verification. Bank will verify the currency in Company's Stagecoach deposit bag either at a later time in Bank's office or

when Company's Stagecoach deposit bag is delivered to Bank's cash vault. Checks will be verified when they are delivered to Bank's check processing center. Bank reserves the right to adjust (debit or credit) Company's Account if Bank determines that the amount shown on Company's deposit ticket is incorrect. Because the frequency of armored courier transportation from Bank's offices to Bank's vaults varies from office to office, the time it takes to verify Company's Stagecoach deposit may vary, depending on the office to which Company's Stagecoach deposit bag is delivered. In most cases, adjustments will be made and notification will be sent within three (3) Business Days. Adjustments will be effective when they are processed.



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COM 1416 (Rev10/14)

Attachment D Depository Pledge Agreement

Government & Institutional Banking

Public Funds Collateral Unit 333 Market Street 15th Floor A0109-150 San Francisco, CA 94105



September 4, 2015

City of San Marcos

Re: Collateralization of Public Funds Deposits

Dear Wells Fargo Customer,

Wells Fargo Bank, N.A. is in the process of consolidating the banks it uses as custodian for public funds collateral, with the ultimate goal of using a single custodial bank. As a result, Wells Fargo will be able to offer you improved and more efficient service.

The Federal Reserve Bank currently acts as custodian for securities pledged in support of your public funds deposits. However, Wells Fargo is now consolidating custodial services at The Bank of New York Mellon Trust Company, N.A. ("BNY Mellon"). In this regard, we are requesting your assistance with executing a release from custodial arrangements with the Federal Reserve Bank and executing a new tri-party agreement appointing BNY Mellon as custodian for your collateral.

The advantages of transferring custodial responsibilities to BNY Mellon include:

- Market value of securities pledged on monthly BNY Mellon statement
- No three-party or four party call-back required, which reduces the amount of communication to complete a transaction
- Online access to your custody account via BNY Mellon INFORM

The following items are enclosed for your review and execution:

- 1. A new Tri-Party Collateral Agreement between you, Wells Fargo Bank, N.A. and BNY Mellon.
- 2. A letter of authorization allowing us to release your collateral held at the Federal Reserve Bank and transfer the securities to BNY Mellon.
- 3. The BNY Mellon INFORM Client Set-Up Form, instructions included
- 4. A list of the GIB Public Funds Collateral Unit Contacts

Please read, sign, and return these documents to the address on the enclosed contact sheet.

To avoid delay in processing please verify and complete all Blue & Shaded areas If you have any questions, please call me directly at (415)371-3278 or the GIB Public Funds Collateral Unit at 877-479-6603.

Thank you for your cooperation. We appreciate the opportunity to serve you, and are committed to providing the highest quality service for your business needs.

Sincerely,

Sheila Lynch GIB Public Funds Collateral Unit

Wells Fargo Bank, N.A.

Together we'll go far

DEPOSITORY PLEDGE AGREEMENT

746002238

<u>City of San Marcos</u> ("Depositor") has selected **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Bank") as a depository for certain of its funds and Bank has agreed to act as the depository for those funds in accordance with applicable laws, which require that Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation ("FDIC"), by pledging securities ("Eligible Securities") of any type (including, without limitation, surety bonds and investment securities) permitted by the applicable provisions of **Texas** law in effect from time to time (the "Governing Statutes"). **THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION** ("Custodian") has agreed to hold the pledged securities in safekeeping pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, Depositor, Bank and Custodian agree as follows:

- 1. Grant of Security Interest; Instructions Regarding Collateral. (a) Bank hereby grants to Depositor a security interest in all Eligible Securities transferred to a collateral account (the "Collateral Account") established pursuant to this agreement (the "Collateral"). Custodian agrees to serve as collateral agent for Depositor, pursuant to the terms of this Agreement. For the avoidance of doubt, Custodian acknowledges and agrees that it does not have and will not acquire or assert at any time in the future, and hereby expressly waives, any lien upon, security interest in, setoff right or other right to charge the Collateral held in the collateral account for any obligation owed to Custodian by Bank or Depositor. Until Depositor has the right to compel sale of the Collateral under Section 7 hereof, Custodian may act in accordance with the instructions of Bank, including, without limitation, the right of Bank to unilaterally substitute Eligible Securities for the Collateral in accordance with Section 3 hereof. Addendum "A" contains the names and specimen signatures of individuals authorized to act on behalf of Depositor, and Addendum "B" contains the names and specimen signatures of individuals authorized to act on behalf of Bank. Either Depositor or Bank may add or remove authorized representatives without the consent of the other at any time by providing Custodian with a replacement addendum, duly executed by an authorized individual. In no event shall the Custodian be responsible for determining whether the pledged securities are "Eligible Securities".
- (b) Bank, Depositor and Custodian agree that all Collateral delivered to or received by Custodian for deposit in the Collateral Account may be in the form of credits to the accounts of Custodian at a Securities Depository or by delivery to Custodian of physical certificates in a form suitable for transfer to Custodian or with an assignment in blank. Bank and Depositor hereby authorize Custodian to utilize such Securities Depositories and to hold such physical securities or any combination thereof in connection with its performance hereunder. Collateral credited to the Collateral Account and deposited in the Securities Depositories will be held, by book-entry notation, in accounts that include only assets held by Custodian or its agent(s) for third parties, including but not limited to accounts in which assets are held in a fiduciary, agency or representative capacity. Collateral that is not held in the Securities Depositories will be held in Custodian's vault and physically segregated from securities and other non-cash property belonging to Custodian. As used herein, the term "Securities Depository" or "Securities Depositories" shall mean the Treasury/Reserve Automated Debt Entry System maintained at The Federal Reserve Bank of New York for receiving and delivering securities, The Depository Trust Company and any other clearing corporation within the meaning of Section 8-102 of the Uniform Commercial Code, as in effect from time to time.
- 2. <u>Amount of Collateral</u>. The aggregate market value of Collateral held by Custodian at all times during the term of this Agreement must be in an amount not less than **one hundred and two percent (102%)** of (a) the amount of the collected funds on deposit, increased by (b) the amount of accrued but uncredited interest, (c) reduced by that portion of the funds insured by the FDIC. Such amount is hereinafter called the "Required Collateral Value". In no event shall the Custodian be responsible for determining whether the Collateral Account contains the Required Collateral Value.
- 3. <u>Substitutions and Withdrawals of Collateral</u>. If the aggregate market value of Collateral held by Custodian at any time exceeds the Required Collateral Value, Bank may unilaterally withdraw any excess Collateral by providing Custodian with a withdrawal notice signed by an authorized representative of Bank, provided that after the withdrawal of any such excess Collateral, the remaining Collateral equals or exceeds the Required Collateral Value. Additionally, Bank may unilaterally substitute Eligible Securities for any of the Collateral held by Custodian at any time by providing Custodian with a substitution notice signed by an authorized representative of Bank, provided that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value. If Bank elects to require Depositor's written consent on a notice in connection with any withdrawal or substitution which complies with this Section 3, Depositor agrees to provide it promptly upon Bank's request. Custodian shall be entitled to rely on, and Bank and Depositor agree to hold Custodian harmless from, any actions

taken pursuant to, and consistent with, the instructions given in a withdrawal or substitution notice under this Section 3, whether unilateral or not.

- **4.** <u>Bank's Obligations</u>. Bank shall perform all of the duties and obligations required of a depository under applicable law with respect to collateralization of the funds of Depositor on deposit with Bank, including the duties and obligations required under the Governing Statutes. At the expiration of the term of this Agreement, Bank shall turn over to any successor depository designated by Depositor all funds held by Bank as depository. Bank will furnish to Depositor a monthly statement listing a description of the Collateral. The statement will specify the par value, market value, and maturity date of each component of the Collateral. Upon request, Bank shall provide to Depositor a copy of Bank's most recent publicly available guarterly or annual financial statement.
- 5. <u>Custodian's Obligations</u>. (a) Custodian shall perform the duties and obligations required of Custodian hereunder, in accordance with the provisions of the Governing Statutes. Upon transfer by Custodian of Eligible Securities to the Collateral Account, including Eligible Securities substituted for other Collateral, Custodian shall promptly identify such Eligible Securities on its books and records as being Collateral held pursuant to this Agreement, and shall promptly issue and deliver to each of Bank and Depositor a duplicate receipt for such Collateral. For the avoidance of doubt, it is understood and agreed that such receipts may be combined to identify more than one transaction on any one business day and Custodian shall not be required to issue more than one such receipt to Bank and Depositor on any business day. Bank and Depositor agree that they shall promptly review all receipts delivered to them by Custodian and shall promptly advise Custodian of any error, omission or inaccuracy in such receipts. In the event that Custodian receives such an advice, Custodian shall promptly undertake to correct any errors, failures or omissions, provided that Custodian determines in its sole discretion that such error, failure or omission actually occurred and shall notify Bank and Depositor of its action concerning each such error, failure, or omission.
- (b) Depositor agrees that, with respect to all securities held in the Collateral Account, Custodian by itself, or through the use of the appropriate Securities Depository, shall, unless otherwise instructed to the contrary by Bank or as provided in Section 7 hereof: (i) collect all payments reflecting interest and principal on the securities in the Collateral Account; (ii) forward to Bank copies of all information or documents that it may receive from an issuer of securities which, in the opinion of Custodian, is intended for the beneficial owner of the securities including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any securities held by Custodian hereunder; and (v) upon receipt of written instructions from Bank, Custodian will exchange securities held hereunder for other securities and/or cash in connection with (A) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (B) any exercise, subscription, purchase or other similar rights; provided, however, such exchanged securities shall continue to be held by Custodian hereunder for the benefit of Depositor if such exchanged securities constitute Collateral. Upon receipt of payments reflecting principal and interest or dividends on the securities in the Collateral Account, Custodian shall transfer to Bank such principal and interest or dividend payments (either by credit to Bank's custody account at Custodian or otherwise).
- (c) Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss or damage arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by any Securities Depository, provided, however, that such loss or damage is not caused by the negligence or willful misconduct of Custodian. In no event shall Custodian be liable to Depositor, Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement. Bank agrees to indemnify Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which Custodian may sustain or incur with respect to any third party claim or which may be asserted by a third party against Custodian by reason of or as a result of any action taken or omitted by Custodian in connection with operating under this Agreement, except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of Custodian or any of its employees or duly appointed agents. This indemnity shall be a continuing obligation of Bank notwithstanding the termination of this Agreement.
- (d) Custodian may, with respect to questions of law specifically regarding the Collateral Account, obtain the advice of reputable legal counsel and shall be fully protected with respect to anything done or omitted by it reasonably and in good faith and without negligence, willful misconduct, bad faith or fraud in conformity with such advice, provided, however, that nothing contained in this paragraph (d) shall be deemed to relieve Custodian of any of its obligations pursuant to any other provision of this Agreement.

- (e) Custodian shall not be responsible for, or considered to be custodian of, any securities received by it for deposit in the Collateral Account until Custodian actually receives and collects such securities directly or by the final crediting of Custodian's account on the books of the appropriate Securities Depository. Custodian will be entitled to reverse any provisional credits to the Collateral Account that were made in anticipation of the receipt of securities or cash which were not subsequently received by Custodian.
- (f) Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against Custodian in connection with this Agreement.
- (g) In performing hereunder, Custodian may enter into subcontracts, agreements and understandings with third parties whenever and on such terms and conditions as it deems necessary or appropriate and which are consistent with applicable law. If any of such subcontracts, agreements, or understandings with third parties are for the deposit of Eligible Collateral for the benefit of Depositor, (i) such third party will qualify as a "permitted institution" pursuant to the Texas Public Funds Collateral Act, (ii) Custodian shall cause such third party to provide records to Custodian evidencing the deposit of Eligible Collateral with such third party, and (iii) records of the third party relating to such Eligible Collateral will at all times state the name of Custodian. No such subcontract, agreement or understanding shall discharge Custodian from its obligations hereunder.
- **6.** <u>Custodian's Reliance on Pricing Services</u>. The Custodian is authorized to utilize one or more generally recognized pricing information services (including brokers and dealers of securities) in order to provide market values hereunder, and Bank and Depositor agree that Custodian shall not be liable for any loss, damage, expense, liability or claim (including attorneys' fees) incurred as a result of errors or omissions of any such pricing information service, broker or dealer.
- 7. <u>Default and Remedies</u>. If Bank defaults in performing its obligations under Section 4 above, or if Bank is declared insolvent, or if a receiver is appointed for Bank, Depositor may, after providing Bank at least three (3) business days prior written notice and opportunity to cure the default, and, if Bank fails to cure the default within such (3) business day period, instruct Custodian to transfer the Collateral or any part thereof to a broker-dealer for disposition in accordance with Depositor's instructions at a public or private sale. The proceeds of any such sale shall be applied to satisfy any indebtedness owed by Bank to Depositor, and any excess proceeds shall be returned to Bank. Depositor will also have any other remedies available under applicable law. The Custodian shall be entitled to rely on and shall be held harmless from acts taken in accordance with such instructions from Depositor.
- **8.** <u>Termination of Agreement</u>. Any party to this Agreement may terminate this Agreement by giving thirty (30) days prior written notice of termination to the other parties.
- **9.** <u>Applicable Law; Other Agreements.</u> This Agreement is governed by the laws of the **State of Texas**. All deposit accounts of Depositor will be subject to Bank's Commercial Account Agreement, Business Account Agreement, or other applicable deposit account agreement, as in effect from time to time.
- **10.** <u>Force Majeure.</u> Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action; provided however, that Custodian shall use its best efforts to resume normal performance as soon as practicable under the circumstances.
- 11. <u>Jury Trial Waiver</u>. EACH OF BANK, DEPOSITOR AND CUSTODIAN HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.
- 12. <u>Miscellaneous</u>. The headings in this agreement are for convenience of reference only and should not be used in interpreting this Agreement. If any provision of this agreement is illegal or unenforceable under applicable law, that provision should be deemed reformed so as to be enforceable to the extent permitted by applicable law, or if that is not possible, then this Agreement should be read as if that provision was never a part of it, and the remainder of the Agreement will be enforceable. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL

AGREEMENTS OF THE PARTIES. Notices given under this Agreement must be addressed as set forth below the signature of each party, and will be effective upon actual receipt by the addressee or upon refusal of delivery during the normal business hours of the addressee.

Date of Ag	reement:, 20		
DEPOSITO	PR: <u>City of San Marcos</u>	CUSTODIAI	N: THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION
Signature: Print Name: Title: Address: BANK: WE	ELLS FARGO BANK, NATIONAL ASSO	Print Name: Title: Address:	1 Wall Street, Attn: BDS – Coll Mgr SFL New York, NY 10286
Signature: Print Name: Title: Address:	Sheila Lynch Vice President 333 Market Street St.15 th Floor, MAC: A0109-150 San Francisco, CA 94105	- - -	

DepPldgAgmt-TX-BNY-2006(0519)

ADDENDUM "A"

(Authorized Officers of Depositor)

One signature of any of the following authorized officers of Depositor is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement. Individual who signs page 4 must also sign below.

1.	Print Name:	Signature:	
	Phone/ Fax:	 Email:	
2.	Print Name:	Signature:	
	Phone/ Fax:	Email:	
3.	Print Name:	Signature:	
	Phone/ Fax:	Email:	
4.	Print Name:	Signature:	
	Phone/ Fax:	Email:	

DEPOSITORY PLEDGE AGREEMENT

746002238

City of San Marcos ("Depositor") has selected WELLS FARGO BANK, NATIONAL

ASSOCIATION ("Bank") as a depository for certain of its funds and Bank has agreed to act as the depository for those funds in accordance with applicable laws, which require that Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation ("FDIC"), by pledging securities ("Eligible Securities") of any type (including, without limitation, surety bonds and investment securities) permitted by the applicable provisions of Texas law in effect from time to time (the "Governing Statutes"). THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION ("Custodian") has agreed to hold the pledged securities in safekeeping pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, Depositor, Bank and Custodian agree as follows:

- 1. Grant of Security Interest; Instructions Regarding Collateral. (a) Bank hereby grants to Depositor a security interest in all Eligible Securities transferred to a collateral account (the "Collateral Account") established pursuant to this agreement (the "Collateral"). Custodian agrees to serve as collateral agent for Depositor, pursuant to the terms of this Agreement. For the avoidance of doubt, Custodian acknowledges and agrees that it does not have and will not acquire or assert at any time in the future, and hereby expressly waives, any lien upon, security interest in, setoff right or other right to charge the Collateral held in the collateral account for any obligation owed to Custodian by Bank or Depositor. Until Depositor has the right to compel sale of the Collateral under Section 7 hereof, Custodian may act in accordance with the instructions of Bank, including, without limitation, the right of Bank to unilaterally substitute Eligible Securities for the Collateral in accordance with Section 3 hereof. Addendum "A" contains the names and specimen signatures of individuals authorized to act on behalf of Depositor, and Addendum "B" contains the names and specimen signatures of individuals authorized to act on behalf of Bank. Either Depositor or Bank may add or remove authorized representatives without the consent of the other at any time by providing Custodian with a replacement addendum, duly executed by an authorized individual. In no event shall the Custodian be responsible for determining whether the pledged securities are "Eligible Securities".
- (b) Bank, Depositor and Custodian agree that all Collateral delivered to or received by Custodian for deposit in the Collateral Account may be in the form of credits to the accounts of Custodian at a Securities Depository or by delivery to Custodian of physical certificates in a form suitable for transfer to Custodian or with an assignment in blank. Bank and Depositor hereby authorize Custodian to utilize such Securities Depositories and to hold such physical securities or any combination thereof in connection with its performance hereunder. Collateral credited to the Collateral Account and deposited in the Securities Depositories will be held, by book-entry notation, in accounts that include only assets held by Custodian or its agent(s) for third parties, including but not limited to accounts in which assets are held in a fiduciary, agency or representative capacity. Collateral that is not held in the Securities Depositories will be held in Custodian's vault and physically segregated from securities and other non-cash property belonging to Custodian. As used herein, the term "Securities Depository" or "Securities Depositories" shall mean the Treasury/Reserve Automated Debt Entry System maintained at The Federal Reserve Bank of New York for receiving and delivering securities, The Depository Trust Company and any other clearing corporation within the meaning of Section 8-102 of the Uniform Commercial Code, as in effect from time to time.
- 2. Amount of Collateral. The aggregate market value of Collateral held by Custodian at all times during the term of this Agreement must be in an amount not less than **one hundred and two percent (102%)** of (a) the amount of the collected funds on deposit, increased by (b) the amount of accrued but uncredited interest, (c) reduced by that portion of the funds insured by the FDIC. Such amount is hereinafter called the "Required Collateral Value". In no event shall the Custodian be responsible for determining whether the Collateral Account contains the Required Collateral Value.
- 3. <u>Substitutions and Withdrawals of Collateral</u>. If the aggregate market value of Collateral held by Custodian at any time exceeds the Required Collateral Value, Bank may unilaterally withdraw any excess Collateral by providing Custodian with a withdrawal notice signed by an authorized representative of Bank, provided that after the withdrawal of any such excess Collateral, the remaining Collateral equals or exceeds the Required Collateral Value. Additionally, Bank may unilaterally substitute Eligible Securities for any of the Collateral held by Custodian at any time by providing Custodian with a substitution notice signed by an authorized representative of Bank, provided that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value. If Bank elects to require Depositor's written consent on a notice in connection with any withdrawal or substitution which complies with this Section 3, Depositor agrees to provide it promptly upon Bank's request. Custodian shall be entitled to rely on, and Bank and Depositor agree to hold Custodian harmless from, any actions taken pursuant to, and consistent with, the instructions given in a withdrawal or substitution notice under this Section 3, whether unilateral or not.

- 4. <u>Bank's Obligations</u>. Bank shall perform all of the duties and obligations required of a depository under applicable law with respect to collateralization of the funds of Depositor on deposit with Bank, including the duties and obligations required under the Governing Statutes. At the expiration of the term of this Agreement, Bank shall turn over to any successor depository designated by Depositor all funds held by Bank as depository. Bank will furnish to Depositor a monthly statement listing a description of the Collateral. The statement will specify the par value, market value, and maturity date of each component of the Collateral. Upon request, Bank shall provide to Depositor a copy of Bank's most recent publicly available quarterly or annual financial statement.
- 5. <u>Custodian's Obligations</u>. (a) Custodian shall perform the duties and obligations required of Custodian hereunder, in accordance with the provisions of the Governing Statutes. Upon transfer by Custodian of Eligible Securities to the Collateral Account, including Eligible Securities substituted for other Collateral, Custodian shall promptly identify such Eligible Securities on its books and records as being Collateral held pursuant to this Agreement, and shall promptly issue and deliver to each of Bank and Depositor a duplicate receipt for such Collateral. For the avoidance of doubt, it is understood and agreed that such receipts may be combined to identify more than one transaction on any one business day and Custodian shall not be required to issue more than one such receipt to Bank and Depositor on any business day. Bank and Depositor agree that they shall promptly review all receipts delivered to them by Custodian and shall promptly advise Custodian of any error, omission or inaccuracy in such receipts. In the event that Custodian receives such an advice, Custodian shall promptly undertake to correct any errors, failures or omissions, provided that Custodian determines in its sole discretion that such error, failure or omission actually occurred and shall notify Bank and Depositor of its action concerning each such error, failure, or omission.
- Depositor agrees that, with respect to all securities held in the Collateral Account, Custodian by itself, or through the use of the appropriate Securities Depository, shall, unless otherwise instructed to the contrary by Bank or as provided in Section 7 hereof: (i) collect all payments reflecting interest and principal on the securities in the Collateral Account; (ii) forward to Bank copies of all information or documents that it may receive from an issuer of securities which, in the opinion of Custodian, is intended for the beneficial owner of the securities including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any securities held by Custodian hereunder; and (v) upon receipt of written instructions from Bank, Custodian will exchange securities held hereunder for other securities and/or cash in connection with (A) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (B) any exercise, subscription, purchase or other similar rights; provided, however, such exchanged securities shall continue to be held by Custodian hereunder for the benefit of Depositor if such exchanged securities constitute Collateral. Upon receipt of payments reflecting principal and interest or dividends on the securities in the Collateral Account, Custodian shall transfer to Bank such principal and interest or dividend payments (either by credit to Bank's custody account at Custodian or otherwise).
- (c) Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss or damage arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by any Securities Depository, provided, however, that such loss or damage is not caused by the negligence or willful misconduct of Custodian. In no event shall Custodian be liable to Depositor, Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement. Bank agrees to indemnify Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which Custodian may sustain or incur with respect to any third party claim or which may be asserted by a third party against Custodian by reason of or as a result of any action taken or omitted by Custodian in connection with operating under this Agreement, except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of Custodian or any of its employees or duly appointed agents. This indemnity shall be a continuing obligation of Bank notwithstanding the termination of this Agreement.
- (d) Custodian may, with respect to questions of law specifically regarding the Collateral Account, obtain the advice of reputable legal counsel and shall be fully protected with respect to anything done or omitted by it reasonably and in good faith and without negligence, willful misconduct, bad faith or fraud in conformity with such advice, provided, however, that nothing contained in this paragraph (d) shall be deemed to relieve Custodian of any of its obligations pursuant to any other provision of this Agreement.

- (e) Custodian shall not be responsible for, or considered to be custodian of, any securities received by it for deposit in the Collateral Account until Custodian actually receives and collects such securities directly or by the final crediting of Custodian's account on the books of the appropriate Securities Depository. Custodian will be entitled to reverse any provisional credits to the Collateral Account that were made in anticipation of the receipt of securities or cash which were not subsequently received by Custodian.
- (f) Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against Custodian in connection with this Agreement.
- (g) In performing hereunder, Custodian may enter into subcontracts, agreements and understandings with third parties whenever and on such terms and conditions as it deems necessary or appropriate and which are consistent with applicable law. If any of such subcontracts, agreements, or understandings with third parties are for the deposit of Eligible Collateral for the benefit of Depositor, (i) such third party will qualify as a "permitted institution" pursuant to the Texas Public Funds Collateral Act, (ii) Custodian shall cause such third party to provide records to Custodian evidencing the deposit of Eligible Collateral with such third party, and (iii) records of the third party relating to such Eligible Collateral will at all times state the name of Custodian. No such subcontract, agreement or understanding shall discharge Custodian from its obligations hereunder.
- **6.** <u>Custodian's Reliance on Pricing Services</u>. The Custodian is authorized to utilize one or more generally recognized pricing information services (including brokers and dealers of securities) in order to provide market values hereunder, and Bank and Depositor agree that Custodian shall not be liable for any loss, damage, expense, liability or claim (including attorneys' fees) incurred as a result of errors or omissions of any such pricing information service, broker or dealer.
- 7. <u>Default and Remedies</u>. If Bank defaults in performing its obligations under Section 4 above, or if Bank is declared insolvent, or if a receiver is appointed for Bank, Depositor may, after providing Bank at least three (3) business days prior written notice and opportunity to cure the default, and, if Bank fails to cure the default within such (3) business day period, instruct Custodian to transfer the Collateral or any part thereof to a broker-dealer for disposition in accordance with Depositor's instructions at a public or private sale. The proceeds of any such sale shall be applied to satisfy any indebtedness owed by Bank to Depositor, and any excess proceeds shall be returned to Bank. Depositor will also have any other remedies available under applicable law. The Custodian shall be entitled to rely on and shall be held harmless from acts taken in accordance with such instructions from Depositor.
- **8.** <u>Termination of Agreement</u>. Any party to this Agreement may terminate this Agreement by giving thirty (30) days prior written notice of termination to the other parties.
- 9. <u>Applicable Law; Other Agreements</u>. This Agreement is governed by the laws of the **State of Texas**. All deposit accounts of Depositor will be subject to Bank's Commercial Account Agreement, Business Account Agreement, or other applicable deposit account agreement, as in effect from time to time.
- 10. <u>Force Majeure</u>. Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action; provided however, that Custodian shall use its best efforts to resume normal performance as soon as practicable under the circumstances.
- 11. <u>Jury Trial Waiver</u>. EACH OF BANK, DEPOSITOR AND CUSTODIAN HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.
- 12. <u>Miscellaneous</u>. The headings in this agreement are for convenience of reference only and should not be used in interpreting this Agreement. If any provision of this agreement is illegal or unenforceable under applicable law, that provision should be deemed reformed so as to be enforceable to the extent permitted by applicable law, or if that is not possible, then this Agreement should be read as if that provision was never a part of it, and the remainder of the Agreement will be enforceable. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS OF THE PARTIES. Notices given under this Agreement must be addressed as set forth below the

the normal business hours of the addressee. Date of Agreement: ______, 20_____. **DEPOSITOR:** City of San Marcos CUSTODIAN: THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION Signature: Signature: **Print** Print Name: Name: Title: Title: 1 Wall Street, Attn: BDS - Coll Mgr SFL Address: Address: New York, NY 10286

signature of each party, and will be effective upon actual receipt by the addressee or upon refusal of delivery during

BANK: WELLS FARGO BANK, NATIONAL ASSOCIATION

Signature: Print Name: Sheila Lynch

Vice President 333 Market Street St.15th Floor,

MAC: A0109-150

San Francisco, CA 94105 Address:

Title:

DepPldgAgmt-TX-BNY-2006(0519)

ADDENDUM "A"

(Authorized Officers of Depositor)

One signature of any of the following authorized officers of Depositor is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement. Individual who signs page 4 must also sign below.

1.	Print Name:	Signature:	
	Phone/ Fax:	 Email:	
2.	Print Name:	Signature:	
	Phone/ Fax:	Email:	
3.	Print Name:	Signature:	
	Phone/ Fax:	Email:	
4.	Print Name:	Signature:	
	Phone/ Fax:	Email:	

DEPOSITORY PLEDGE AGREEMENT

746002238

<u>City of San Marcos</u> ("Depositor") has selected WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank") as a depository for certain of its funds and Bank has agreed to act as the depository for those funds in accordance with applicable laws, which require that Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation ("FDIC"), by pledging securities ("Eligible Securities") of any type (including, without limitation, surety bonds and investment securities) permitted by the applicable provisions of Texas law in effect from time to time (the "Governing Statutes"). THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION ("Custodian") has agreed to hold the pledged securities in safekeeping pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, Depositor, Bank and Custodian agree as follows:

- 1. Grant of Security Interest; Instructions Regarding Collateral. (a) Bank hereby grants to Depositor a security interest in all Eligible Securities transferred to a collateral account (the "Collateral Account") established pursuant to this agreement (the "Collateral"). Custodian agrees to serve as collateral agent for Depositor, pursuant to the terms of this Agreement. For the avoidance of doubt, Custodian acknowledges and agrees that it does not have and will not acquire or assert at any time in the future, and hereby expressly waives, any lien upon, security interest in, setoff right or other right to charge the Collateral held in the collateral account for any obligation owed to Custodian by Bank or Depositor. Until Depositor has the right to compel sale of the Collateral under Section 7 hereof, Custodian may act in accordance with the instructions of Bank, including, without limitation, the right of Bank to unilaterally substitute Eligible Securities for the Collateral in accordance with Section 3 hereof. Addendum "A" contains the names and specimen signatures of individuals authorized to act on behalf of Depositor, and Addendum "B" contains the names and specimen signatures of individuals authorized to act on behalf of Bank. Either Depositor or Bank may add or remove authorized representatives without the consent of the other at any time by providing Custodian with a replacement addendum, duly executed by an authorized individual. In no event shall the Custodian be responsible for determining whether the pledged securities are "Eligible Securities".
- (b) Bank, Depositor and Custodian agree that all Collateral delivered to or received by Custodian for deposit in the Collateral Account may be in the form of credits to the accounts of Custodian at a Securities Depository or by delivery to Custodian of physical certificates in a form suitable for transfer to Custodian or with an assignment in blank. Bank and Depositor hereby authorize Custodian to utilize such Securities Depositories and to hold such physical securities or any combination thereof in connection with its performance hereunder. Collateral credited to the Collateral Account and deposited in the Securities Depositories will be held, by book-entry notation, in accounts that include only assets held by Custodian or its agent(s) for third parties, including but not limited to accounts in which assets are held in a fiduciary, agency or representative capacity. Collateral that is not held in the Securities Depositories will be held in Custodian's vault and physically segregated from securities and other non-cash property belonging to Custodian. As used herein, the term "Securities Depository" or "Securities Depositories" shall mean the Treasury/Reserve Automated Debt Entry System maintained at The Federal Reserve Bank of New York for receiving and delivering securities, The Depository Trust Company and any other clearing corporation within the meaning of Section 8-102 of the Uniform Commercial Code, as in effect from time to time.
- 2. Amount of Collateral. The aggregate market value of Collateral held by Custodian at all times during the term of this Agreement must be in an amount not less than **one hundred and two percent (102%)** of (a) the amount of the collected funds on deposit, increased by (b) the amount of accrued but uncredited interest, (c) reduced by that portion of the funds insured by the FDIC. Such amount is hereinafter called the "Required Collateral Value". In no event shall the Custodian be responsible for determining whether the Collateral Account contains the Required Collateral Value.
- 3. <u>Substitutions and Withdrawals of Collateral</u>. If the aggregate market value of Collateral held by Custodian at any time exceeds the Required Collateral Value, Bank may unilaterally withdraw any excess Collateral by providing Custodian with a withdrawal notice signed by an authorized representative of Bank, provided that after the withdrawal of any such excess Collateral, the remaining Collateral equals or exceeds the Required Collateral Value. Additionally, Bank may unilaterally substitute Eligible Securities for any of the Collateral held by Custodian at any time by providing Custodian with a substitution notice signed by an authorized representative of Bank, provided that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value. If Bank elects to require Depositor's written consent on a notice in connection with any withdrawal or substitution which complies with this Section 3, Depositor agrees to provide it promptly upon Bank's request. Custodian shall be entitled to rely on, and Bank and Depositor agree to hold Custodian harmless from, any actions

taken pursuant to, and consistent with, the instructions given in a withdrawal or substitution notice under this Section 3, whether unilateral or not.

- **4.** <u>Bank's Obligations</u>. Bank shall perform all of the duties and obligations required of a depository under applicable law with respect to collateralization of the funds of Depositor on deposit with Bank, including the duties and obligations required under the Governing Statutes. At the expiration of the term of this Agreement, Bank shall turn over to any successor depository designated by Depositor all funds held by Bank as depository. Bank will furnish to Depositor a monthly statement listing a description of the Collateral. The statement will specify the par value, market value, and maturity date of each component of the Collateral. Upon request, Bank shall provide to Depositor a copy of Bank's most recent publicly available guarterly or annual financial statement.
- 5. <u>Custodian's Obligations</u>. (a) Custodian shall perform the duties and obligations required of Custodian hereunder, in accordance with the provisions of the Governing Statutes. Upon transfer by Custodian of Eligible Securities to the Collateral Account, including Eligible Securities substituted for other Collateral, Custodian shall promptly identify such Eligible Securities on its books and records as being Collateral held pursuant to this Agreement, and shall promptly issue and deliver to each of Bank and Depositor a duplicate receipt for such Collateral. For the avoidance of doubt, it is understood and agreed that such receipts may be combined to identify more than one transaction on any one business day and Custodian shall not be required to issue more than one such receipt to Bank and Depositor on any business day. Bank and Depositor agree that they shall promptly review all receipts delivered to them by Custodian and shall promptly advise Custodian of any error, omission or inaccuracy in such receipts. In the event that Custodian receives such an advice, Custodian shall promptly undertake to correct any errors, failures or omissions, provided that Custodian determines in its sole discretion that such error, failure or omission actually occurred and shall notify Bank and Depositor of its action concerning each such error, failure, or omission.
- (b) Depositor agrees that, with respect to all securities held in the Collateral Account, Custodian by itself, or through the use of the appropriate Securities Depository, shall, unless otherwise instructed to the contrary by Bank or as provided in Section 7 hereof: (i) collect all payments reflecting interest and principal on the securities in the Collateral Account; (ii) forward to Bank copies of all information or documents that it may receive from an issuer of securities which, in the opinion of Custodian, is intended for the beneficial owner of the securities including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any securities held by Custodian hereunder; and (v) upon receipt of written instructions from Bank, Custodian will exchange securities held hereunder for other securities and/or cash in connection with (A) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (B) any exercise, subscription, purchase or other similar rights; provided, however, such exchanged securities shall continue to be held by Custodian hereunder for the benefit of Depositor if such exchanged securities constitute Collateral. Upon receipt of payments reflecting principal and interest or dividends on the securities in the Collateral Account, Custodian shall transfer to Bank such principal and interest or dividend payments (either by credit to Bank's custody account at Custodian or otherwise).
- (c) Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss or damage arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by any Securities Depository, provided, however, that such loss or damage is not caused by the negligence or willful misconduct of Custodian. In no event shall Custodian be liable to Depositor, Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement. Bank agrees to indemnify Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which Custodian may sustain or incur with respect to any third party claim or which may be asserted by a third party against Custodian by reason of or as a result of any action taken or omitted by Custodian in connection with operating under this Agreement, except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of Custodian or any of its employees or duly appointed agents. This indemnity shall be a continuing obligation of Bank notwithstanding the termination of this Agreement.
- (d) Custodian may, with respect to questions of law specifically regarding the Collateral Account, obtain the advice of reputable legal counsel and shall be fully protected with respect to anything done or omitted by it reasonably and in good faith and without negligence, willful misconduct, bad faith or fraud in conformity with such advice, provided, however, that nothing contained in this paragraph (d) shall be deemed to relieve Custodian of any of its obligations pursuant to any other provision of this Agreement.

- (e) Custodian shall not be responsible for, or considered to be custodian of, any securities received by it for deposit in the Collateral Account until Custodian actually receives and collects such securities directly or by the final crediting of Custodian's account on the books of the appropriate Securities Depository. Custodian will be entitled to reverse any provisional credits to the Collateral Account that were made in anticipation of the receipt of securities or cash which were not subsequently received by Custodian.
- (f) Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against Custodian in connection with this Agreement.
- (g) In performing hereunder, Custodian may enter into subcontracts, agreements and understandings with third parties whenever and on such terms and conditions as it deems necessary or appropriate and which are consistent with applicable law. If any of such subcontracts, agreements, or understandings with third parties are for the deposit of Eligible Collateral for the benefit of Depositor, (i) such third party will qualify as a "permitted institution" pursuant to the Texas Public Funds Collateral Act, (ii) Custodian shall cause such third party to provide records to Custodian evidencing the deposit of Eligible Collateral with such third party, and (iii) records of the third party relating to such Eligible Collateral will at all times state the name of Custodian. No such subcontract, agreement or understanding shall discharge Custodian from its obligations hereunder.
- **6.** <u>Custodian's Reliance on Pricing Services</u>. The Custodian is authorized to utilize one or more generally recognized pricing information services (including brokers and dealers of securities) in order to provide market values hereunder, and Bank and Depositor agree that Custodian shall not be liable for any loss, damage, expense, liability or claim (including attorneys' fees) incurred as a result of errors or omissions of any such pricing information service, broker or dealer.
- 7. <u>Default and Remedies</u>. If Bank defaults in performing its obligations under Section 4 above, or if Bank is declared insolvent, or if a receiver is appointed for Bank, Depositor may, after providing Bank at least three (3) business days prior written notice and opportunity to cure the default, and, if Bank fails to cure the default within such (3) business day period, instruct Custodian to transfer the Collateral or any part thereof to a broker-dealer for disposition in accordance with Depositor's instructions at a public or private sale. The proceeds of any such sale shall be applied to satisfy any indebtedness owed by Bank to Depositor, and any excess proceeds shall be returned to Bank. Depositor will also have any other remedies available under applicable law. The Custodian shall be entitled to rely on and shall be held harmless from acts taken in accordance with such instructions from Depositor.
- **8.** <u>Termination of Agreement</u>. Any party to this Agreement may terminate this Agreement by giving thirty (30) days prior written notice of termination to the other parties.
- **9.** <u>Applicable Law; Other Agreements.</u> This Agreement is governed by the laws of the **State of Texas**. All deposit accounts of Depositor will be subject to Bank's Commercial Account Agreement, Business Account Agreement, or other applicable deposit account agreement, as in effect from time to time.
- **10.** <u>Force Majeure.</u> Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action; provided however, that Custodian shall use its best efforts to resume normal performance as soon as practicable under the circumstances.
- 11. <u>Jury Trial Waiver</u>. EACH OF BANK, DEPOSITOR AND CUSTODIAN HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.
- 12. <u>Miscellaneous</u>. The headings in this agreement are for convenience of reference only and should not be used in interpreting this Agreement. If any provision of this agreement is illegal or unenforceable under applicable law, that provision should be deemed reformed so as to be enforceable to the extent permitted by applicable law, or if that is not possible, then this Agreement should be read as if that provision was never a part of it, and the remainder of the Agreement will be enforceable. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL

AGREEMENTS OF THE PARTIES. Notices given under this Agreement must be addressed as set forth below the signature of each party, and will be effective upon actual receipt by the addressee or upon refusal of delivery during the normal business hours of the addressee.

Date of Ag	reement:, 20		
DEPOSITO	PR: <u>City of San Marcos</u>	CUSTODIAI	N: THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION
Signature: Print Name: Title: Address: BANK: WE	ELLS FARGO BANK, NATIONAL ASSO	Print Name: Title: Address:	1 Wall Street, Attn: BDS – Coll Mgr SFL New York, NY 10286
Signature: Print Name: Title: Address:	Sheila Lynch Vice President 333 Market Street St.15 th Floor, MAC: A0109-150 San Francisco, CA 94105	- - -	

DepPldgAgmt-TX-BNY-2006(0519)

ADDENDUM "A"

(Authorized Officers of Depositor)

One signature of any of the following authorized officers of Depositor is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement. Individual who signs page 4 must also sign below.

1.	Print Name:	Signature:	
	Phone/ Fax:	 Email:	
2.	Print Name:	Signature:	
	Phone/ Fax:	Email:	
3.	Print Name:	Signature:	
	Phone/ Fax:	Email:	
4.	Print Name:	Signature:	
	Phone/ Fax:	Email:	

Government & Institutional Banking Public Funds Collateral Unit 333 Market Street 15thFloor MAC: A0109-150 San Francisco, CA 94105



To: The Federal Reserve Bank of Boston Tel. 877-479-6603 **Joint Custody Collateral Unit** Fax: 866-686-5441 P.O. Box 2076 Boston MA 02106-2076

Effective Da	ate:			
	Escrow Account: Joint Custody a/c:	City of San Marcos K1ZL		
Release wit	thout substitution (We	lls Fargo- PL-000245	5 <u>3)</u>	
	please accept this letter as gner below, from ABA 121		elease securities on the <mark>attache</mark>	ed list, per the
	Bank, N.A. will pledge colla norization for the FRB acco		ork Mellon Trust newly establish	ned account. This
Signature: _ Print Name: _	Sheila Lynch Authorized Signa Wells Fargo Bank,	Print Nam ture		

Wells Fargo Bank Instructions for Completing The BNY Mellon INFORM Client Set Up Request Form.

Only complete the <u>Client Information</u> & <u>User Set UP</u> sections of the form in order to provide user(s) access to your daily collateral price reports. These areas are <u>Blue</u> & <u>Shaded</u> for your convenience

Please type or print all required information legibly.

Within the Client Information Section:

- Complete all information.
- Since this is your initial set up request, please ignore the last line: "Check if information has changed: "

Within the **User Set Up Section**:

- Please provide the name(s) and e-mail address(s) of staff that you want to have access to INFORM reporting.
- Since this is your initial set up, ignore the "User ID" and "Reset Code" portion. User ID(s) and Reset Code(s) will be assigned during the INFORM set up process and returned to the primary contact by BNY Mellon shortly after the first posting of collateral to your account takes place. The User ID and Reset Code will be required if and when a user needs to have his/her password reset. A telephone number for BNY Mellon's BDS Help Desk will also be given within the returned INFORM User set up information packet.

After your initial sign on, the INFORM system will prompt each user to immediately change his/her password.

If you have any questions, please contact the Wells Fargo Public Funds Collateral Unit at 877-479-6603. Upon completion, please return the INFORM Client Set Up Request along with your signed third party contract to the address provided on the contact sheet.



Broker Dealer Services Inform Client Set Up Request

			Well Fargo Ban	k – A/C -	NEW
BNYM Account Ma	anager Contac	t:			
Contact Name:	Paul Messina			Telephone # :	
Business Unit:	<u>Broker Dealer</u>	Services – Clien	t Services Group	Fax #:	
Request Type: New Customer (a) Global (B) Domestic	(Accounts o	n RE3) n RE1)	(update client s as designated b	orm Customer –Ma services, users, accou pelow)	nts and/or reports
Client Information	•	·			
	·· ame: <u>City of Sa</u>	an Marcos			
Addre					
Addre					
Addre					
Primary Con				elephone:	
E-mail Add	ress:		Fa	ax:	
Check if information	n has changed:	⊠ Name □Ad	ddress		
User Set Up:	⊠ Add U	ser 🗌 Delete Us	er		
Name(Print	Clearly)	User ID (if assigned)	Reset Code 6 numeric	Email Addre	ss(Print Clearly)
(,	(a accignica)	123456		
			123456		
			123456		
			123456		
			123456 123456		
			123430		
Services: Reports	5	⊠ Price Report			
Accounts: RE1 Parent Purchaser Gr		ate whether accour	at(s) is on RE1).		



GIB PUBLIC FUNDS COLLATERAL UNIT CONTACT INFORMATION

Mailing Address Wells Fargo Bank, N.A.

GIB Public Funds Collateral Unit

333 Market Street, 15th Floor

MAC: A0109-150

San Francisco, CA 94105

Toll Free Number: 877-479-6603

Fax Number: 866-686-5441

Email Address: PublicFundsCollateral@wellsfargo.com

Contacts:

Sheila Lynch, Public Funds Collateral lynchsh@wellsfargo.com

Unit Manager (415)371-3278

Jeana Nguyen, Public Funds Analyst <u>jeana.nguyen@wellsfargo.com</u>

(415) 371-3277

Tatiana Dayers, Public Funds Analyst tatiana.dayers@wellsfargo.com

(415) 371-3276

David Ceballos, Public Funds Analyst <u>david.ceballos@wellsfargo.com</u>

(415) 371-3273

Attachment E Safekeeping Agreement

Wells Fargo Bank, N.A. Safekeeping Agency Agreement



1

This Agreement is made effective as of the day or	f, 20_	_, by and between
Wells Fargo Bank, N.A. ("Wells Fargo") and		(the
"Customer") in regard to the safekeeping of certain securities) .	

Customer wishes to appoint a safekeeping agent to hold certain securities of the Customer pursuant to the direction of the Customer in connection with certain investment account services provided by Wells Fargo Securities, LLC, an affiliate of Wells Fargo. Therefor, with respect to each account or accounts opened at Wells Fargo for this purpose on behalf of the Customer, the parties hereto agree as follows:

- 1. Appointment and Acceptance. Customer hereby appoints Wells Fargo, and Wells Fargo hereby accepts its appointment, as safekeeping agent ("Safekeeping Agent") of certain securities of the Customer (the "Account"). The Account shall consist of those assets that the Customer notifies Wells Fargo shall be included in the Account, together with the income, proceeds and profits thereon. Wells Fargo will act as the Safekeeping Agent for the purposes, to the extent, in the manner and within the limitations set forth in this Agreement. All Account(s) opened for the Customer at Wells Fargo shall be subject to and governed by this Agreement.
- 2. <u>Services of Safekeeping Agent</u>. Wells Fargo shall:
 - Open and maintain a safekeeping account in the name of the Customer and hold in such account all cash and securities initially deposited plus any additional cash and securities that may be received from Customer or pursuant to the direction of the Customer from time to time for deposit to the Account.
 - 2.2 Act upon written direction from the Customer or from investment managers or other agents duly appointed in writing by the Customer.
 - 2.3 Settle securities transactions for the Account with brokers or others in accordance with the written direction of the Customer or its duly appointed agent.
 - 2.4 Be responsible for the collection of all investment income relating to the assets in the Account and provide for the daily investment thereof.
 - 2.5 Present for payment all maturing securities or any securities called for redemption and collect proceeds.
 - 2.6 Provide for the investment of cash balances in money market mutual funds, through an automated sweep or manual transaction, as authorized and directed by the Customer or duly appointed agent in the Addendum Money Market Mutual Funds Investment Direction and Acknowledgment ("Addendum") attached hereto.
 - 2.7 Deliver cash or securities as the Customer or duly appointed agent may direct.
 - 2.8 Deliver proxy and other materials for securities held in the Account, including offers to tender or exchange such securities, to the Customer or its duly appointed agent. Wells Fargo shall have no responsibility to vote proxies or exercise any rights incidental to ownership of the securities held in the Account.

- 2.9 Receive and hold directly, by nominee or through third party depositories for the account of Customer subject to this Agreement, securities that are delivered to it for the account of Customer, making payment therefor, if required, in accordance with Customer's written instructions.
- 2.10 Provide to Customer a summary of Account activity, including any security transactions effected by Wells Fargo, and a summary of settled security positions held in safekeeping on a monthly basis or, to the extent no transactions occur in the Account, on a quarterly basis.
- 2.11 Use its best efforts to identify and timely process bond calls and corporate reorganizations reported by the Federal Reserve and the Depository Trust Company relating to securities it is holding for Customer. Safekeeping Agent may amend its list of sources of bond call and reorganization information upon thirty (30) days prior written notice to Customer. Safekeeping Agent shall not be responsible in any manner whatsoever, and shall not have any liability to Customer whatsoever, for any losses incurred by Customer in connection with bond calls or corporate reorganizations if notices are published in other sources. Safekeeping Agent will process bond calls and corporate reorganizations within a reasonable time after receipt of written notice provided to Safekeeping Agent.
- 3. <u>Powers of the Safekeeping Agent</u>. The Safekeeping Agent is authorized and empowered to:
 - 3.1 Hold assets in the name of the nominee selected by the Safekeeping Agent or such other nominee name as the Customer or its agent may direct in writing.
 - 3.2 Employ agents other than persons on its regular payroll and delegate to them such ministerial and other non-discretionary duties as it sees fit and to rely upon such information furnished by such agents.
 - 3.3 Make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any other instruments that may be necessary or appropriate to carry out the safekeeping duties and powers.
 - 3.4 Hold assets in shares of a registered investment company (mutual fund), which may be a mutual fund with respect to which Wells Fargo or its affiliates provide investment advisory or other services and receive compensation therefore, as disclosed in the prospectus and/or the Addendum attached hereto.
 - 4. <u>Shareholder Communications Disclosure</u>. Pursuant to the Securities and Exchange Commission's Beneficial Owner Information Disclosure Rule #14b-2 ("Rule"), the Customer authorizes Wells Fargo to provide the Customer's name, address and share position to any issuers of securities held by Wells Fargo in its nominee name for the benefit of the Customer. It is understood that the Rule prohibits the requesting issuer from using Customer's name and address for any purpose other than corporate communications.
 - 5. <u>Securities Advices</u>. Customer understands and acknowledges its right to receive notification of details on each security transaction Wells Fargo effects on its behalf under Federal Regulations 12 CFR §§ 12.4 and 12.5. Customer waives this right, with the understanding that details of securities trades will be reflected in the standard summary of account activity provided periodically to the Customer.
 - 6. <u>Safekeeping Agent's Protection</u>. Customer agrees to reimburse, indemnify and hold Wells Fargo harmless from and against any and all liability, loss, claim, damage or expense, including taxes, other governmental charges, and reasonable legal fees which may be imposed, assessed or incurred against the Account or against Wells Fargo by reason of its acting as safekeeping agent and following

directions as contemplated by this Agreement. This indemnity does not extend to any liability, loss, claim, damage or expense arising from the alleged negligence, malfeasance or violation of applicable law or regulation or fraud or alleged fraud on the part of Wells Fargo, its officers, agents or employees. Wells Fargo, its affiliates, and their officers, directors, employees or agents shall not be liable to Customer for any actions or failures to act or for any errors of judgments made in good faith.

- 7. Fees. Wells Fargo shall be paid reasonable compensation and fees for its services under this Agreement in accordance with its current fee schedule that has been provided to Customer. These fees are subject to change on thirty (30) days prior written notice. Such compensation and fees may be paid from the Account if not paid by the Customer within thirty (30) days after Wells Fargo mails a written invoice to the Customer.
- 8. No SIPC Insurance. Customer understands that the Securities Investor Protection Corporation (SIPC) does not insure securities held in the safekeeping Account that are subject to this Agreement.
- 9. Amendment and Termination. Wells Fargo may amend this Agreement at any time in any respect upon notice to Customer. The Agreement may be terminated at any time by either Wells Fargo or Customer upon thirty (30) days written notice to the other or as otherwise agreed by the parties. As soon as administratively feasible following the effective date of such termination, Wells Fargo shall deliver the assets of the Account to the Customer or successor safekeeping agent appointed by the Customer and shall have no further responsibilities for the assets in the Account.
- 10. Authorized Persons. The Customer shall furnish to Wells Fargo a written certification of the names and specimen signatures of individuals authorized to communicate with Wells Fargo on behalf of the Customer. Wells Fargo shall be entitled to rely on the oral direction as confirmed in writing or written direction of such persons.
- 11. Notices. Notice to Wells Fargo shall be directed as follows:

Wells Fargo Bank, N.A. Safekeeping Services Northstar East – 10th Floor, MAC# N9303-102 608 Second Avenue South Minneapolis, MN 55479

Fax: (612) 667-6321

Notice to Customer shall be directed and mailed to the address on record for their account.

- 12. Severability. If any provisions of this Agreement are held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed and enforced as if such provisions had not been included.
- 13. Assignment. No assignment of this Agreement shall be made by either party without written consent of the other.
- 14. Section Headings. The headings of sections in this Agreement are inserted for convenience and reference and shall not be deemed to be a part of or used in the construction of this Agreement.
- 15. Governing Law. This Agreement and all transactions hereunder shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of Minnesota.

- 16. <u>Successors and Assigns</u>. This Agreement shall bind the successors and assigns of Customer and shall bind the successors and assigns of Wells Fargo.
- 17. <u>Entire Agreement</u>. This agreement shall constitute the entire Agreement between the parties and shall supersede any and all prior oral or written representations, conditions, warranties, understanding, proposals, or agreements between the parties regarding the services to be provided hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Customer Name	
Authorized Signature	
Print Name	
Title	

Safekeeping Agent: WELLS FARGO BANK, N.A.

By:______
Title: Director

Print name: Sean O'Farrell

AFTER COMPLETING, PLEASE RETURN ALL PAGES OF THIS AGREEMENT

Attachment F Safekeeping Addendum

SAFEKEEPING AGENCY AGREEMENT ADDENDUM TO SAFEKEEPING AGENCY AGREEMENT

MONEY MARKET MUTUAL FUNDS
INVESTMENT DIRECTION AND ACKNOWLEDGEMENT



Wells Fargo Bank, N.A. ("Wells Fargo"), as Safekeeping Agent, provides for the investment of cash balances through an automated daily sweep or through individual transactions as directed by an authorized representative of the Account. To facilitate this service, Wells Fargo has agreements with selected mutual fund companies, who make their money market mutual funds available for Wells Fargo safekeeping accounts.

Automated Cash Investment Direction.

As authorized representative of the Account, you, the Customer may direct Wells Fargo to systematically invest cash held in the Account, awaiting permanent investment or distribution, in money market mutual fund(s) as evidenced by your investment account application executed with Wells Fargo Securities, LLC ("WFS"), an affiliate of Wells Fargo. Wells Fargo shall continue to automatically invest cash in this designated fund(s) until it receives direction from an authorized representative of the Account to invest cash in another investment vehicle.

Non-Automated Cash Investments.

In addition to automated cash investment, it is acknowledged that an authorized representative of the Account can direct Wells Fargo to invest available cash positions into one or more of the money market mutual funds made available by Wells Fargo, including the same fund used for the automated cash investment. Individual cash investment directions shall be provided to Wells Fargo in writing or electronically or directed through a representative of WFS, who will perform the directed transaction on behalf of the authorized representative of the Account.

Disclosure of Money Market Mutual Fund Service Fees.

For non-Wells Fargo money market mutual funds, Wells Fargo and/or its affiliates may receive fees from the fund for providing certain shareholder and administrative services. The amount of these fees may differ depending on the fund but will not exceed .25 of 1% calculated on an annual basis. Specific fee information is available upon request by contacting a Wells Fargo representative.

For Wells Fargo Advantage money market mutual funds, fees payable to Wells Fargo or its affiliates by the Wells Fargo Advantage Funds are described in the Organization and Management of the Funds and Summary of Expenses sections of the applicable Fund's prospectus, and in the Management section of the Statement of Additional Information. Wells Fargo receives no additional fees from its money market mutual funds with regard to its safekeeping accounts. The Statement of Additional Information, which the applicable prospectus incorporates, is available upon request by calling Wells Fargo Funds Investor Services at 1-800-222-8222.

In addition to the money market mutual fund fees received by Wells Fargo for the services it provides as Safekeeping Agent, WFS may receive fees for the services it performs as broker with regard to the purchase of non-Wells Fargo money market mutual funds by the Customer. The amount of these fees may differ depending on the fund but will not exceed .10 of 1% calculated on an annual basis. Specific fee information is available upon request by contacting a Wells Fargo or WFS representative.

All fees paid to Wells Fargo or WFS are a part of the fees already paid by the applicable funds' shareholders as disclosed in the applicable prospectuses and do not represent an additional expense for investing in the funds. Capitalized terms not defined in this Addendum have the meaning ascribed to them in the Safekeeping Agency Agreement.

ATTACHMENT G

AUTHORIZATION OF CHANGE IN SERVICES CITY OF SAN MARCOS, TEXAS

PROJECT: Depository Services (# 215-357)

DEPOSITORY: Wells Fargo Bank, N.A.

AUTHORIZATION NO: ORIGINAL CONTRACT DATE: DATE OF CHANGE:

WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES

Previous contract amount: Net increase/decrease in contract amount: Revised contract amount:	\$ \$ \$
Requested by:	
Wells Fargo Bank, N.A.:	
By:	Date:
Printed name, title	
Approved by:	
City of San Marcos:	Date:
By: Jared Miller, City Manager	