



RFP No. 03-17-21-10 Addendum 1
TD BANk NA
Supplier Response

Event Information

Number: RFP No. 03-17-21-10 Addendum 1
Title: Banking Services
Type: Request for Proposals
Issue Date: 2/17/2021
Deadline: 3/17/2021 10:00 AM (ET)
Notes: The City of Coconut Creek, Florida is actively seeking proposals from qualified Proposers to provide Banking Services to the City in full accordance with the scope of services, terms, and conditions contained in this Request for Proposals (RFP).

Contact Information

Contact: Asha Benjamin Purchasing Analyst
Address: A/P - Finance & Administrative Services
Government Center
4800 West Copans Road
Coconut Creek, FL 33063
Phone: (1) 954-956-1499
Fax: (1) 954-973-6754
Email: abenjamin@coconutcreek.net

TD BAnk NA Information

Address: 5900 North Andrews Ave 2nd Floor
Fort Lauderdale, FL 33309
Phone: (954) 233-2064
Fax: (954) 233-2037
Email: pamela.ramkalawan@td.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Pamela Ramkalawan
Signature

pamela.ramkalawan@td.com
Email

Submitted at 3/17/2021 7:42:46 AM

Supplier Note

Please contact us for any clarifications. Thank you.

Response Attachments

City of Coconut Beach - RFP No 03-17-21-10 - TD Proposal.pdf

TD Proposal

Bid Attributes

1 Section I - General Terms and Conditions

I acknowledge reading and understanding the General Terms and Conditions.

Yes

2 Section II - Special Terms and Conditions

I acknowledge reading and understanding the Special Terms and Conditions.

Yes

3 Section III - Detailed Requirements - Scope of Services

I acknowledge reading and understanding the Detailed Requirements - Scope of Services.

Yes

4 Section IV - Required Documents

I acknowledge and understand that all forms shall be completed and notarized (if applicable) and submitted as a requirement of this solicitation.

Yes

5 Insurance Requirements

I acknowledge reading and understanding the Insurance Requirements and shall upload with my response a copy of a current Certificate of Insurance as a requirement of this solicitation.

Yes

6 Visa Credit Card - Preferred Method of Payment

The City of Coconut Creek has implemented a Visa Procurement Card (P-Card) Program through SunTrust Bank. The City's preference is to pay for goods/services with the P-Card. This program allows the City to expedite payment to our vendors. Some of the benefits of the P-Card Program to the vendor are: payment received within 72 hours of receipt and acceptance of goods, reduced paperwork, issue receipts instead of generating invoices, resulting in fewer invoice problems, deal directly with the cardholder (in most cases). Vendors accepting payment by the P-Card may not require the City (Cardholder) to pay a separate or additional convenience fee, surcharge or any part of any contemporaneous finance charge in connection with a transaction. Such charges are allowable, however must be included in the total cost of their response. Vendors are not to add notations such as "+3% service fee" in their response. All responses shall be inclusive of any and all fees associated with the acceptance of the P-Card. Vendors agreeing to accept payment by P-Card must presently have the capability to accept Visa or take whatever steps necessary to implement the ability before the start of the agreement term.

No

7 Purchase by other Governmental Agencies

Please indicate if you will permit other governmental entities to purchase from your agreement with the City of Coconut Creek.

Yes

Bid Lines

1 Package Header

DEMAND DEPOSIT SERVICES

Quantity: 1 Total: \$4,335.45

Item Notes: Quantities listed are based on the Annual Volume. Unit of measure for each line item is EA

Package Items

1.1 Account Maintenance - Monthly

Quantity: 60 Unit Price: \$10.80 Total: \$648.00

1.2 Audit Confirmation Electronic

Quantity: 5 Unit Price: \$0.00 Total: \$0.00

1.3 Deposits credited

Quantity: 2 Unit Price: \$0.54 Total: \$1.08

1.4 Deposit supply order fees

Quantity: 8 Unit Price: \$0.00 Total: \$0.00

1.5 Electronic credits posted

Quantity: 2766 Unit Price: \$0.09 Total: \$248.94

1.6 Items deposited

Quantity: 8690 Unit Price: \$0.0945 Total: \$821.21

1.7 Rlxb transit items deposited

Quantity: 15783 Unit Price: \$0.135 Total: \$2,130.71

1.8 Rlxb on-us items deposited

Quantity: 1365 Unit Price: \$0.135 Total: \$184.28

1.9 Items paid not enclosed

Quantity: 2234 Unit Price: \$0.117 Total: \$261.38

1.10 Electronic debits posted

Quantity: 443

Unit Price:

Total:

1.11 Other miscellaneous debits

Quantity: 8

Unit Price:

Total:

2 Package Header

ZERO BALANCE SERVICES

Quantity: 1

Total:

Item Notes: Quantities listed are based on the Annual Volume. Unit of measure for each line item is EA

Package Items

2.1 Zba master account

Quantity: 12

Unit Price:

Total:

2.2 Zba sub account

Quantity: 36

Unit Price:

Total:

3 Package Header

RETURNED CHECK SERVICES

Quantity: 1

Total:

Item Notes: Quantities listed are based on the Annual Volume. Unit of measure for each line item is EA

Package Items

3.1 Deposited item returned

Quantity: 38

Unit Price:

Total:

4 Package Header

BRANCH/NIGHT DEPOSIT SERVICES

Quantity: 1

Total:

Item Notes: Quantities listed are based on the Annual Volume. Unit of measure for each line item is EA

Package Items

4.1 Branch cash otc deposit/\$1000

Quantity: 98

Unit Price:

Total:

Supplier Notes:

4.2 Branch cash order

Quantity: 1

Unit Price:

Total:

4.3 Brach curr ord/strap

Quantity: 3

Unit Price:

Total:

5 Package Header

CASH VAULT SERVICES

Quantity: 1

Total:

Item Notes: Quantities listed are based on the Annual Volume. Unit of measure for each line item is EA

Package Items

5.1 Cash vault deposits

Quantity: 621

Unit Price:

Total:

5.2 Vlt deposit error

Quantity: 4

Unit Price:

Total:

5.3 Vlt automatic/electronic change order

Quantity: 36

Unit Price:

Total:

5.4 Vlt currency order-full strap

Quantity: 2

Unit Price:

Total:

5.5 Vlt currency order-loose bill

Quantity: 180

Unit Price:

Total:

5.6 Vlt rolled coin order

Quantity: 6

Unit Price:

Total:

5.7 O/S bulk cash deposits/Vault cash deposit per \$1

Quantity: 108409

Unit Price:

Total:

5.8 Armored car expense

Quantity: 22

Unit Price:

Total:

Supplier Notes:

All contract negotiations for Armored Carrier services and the associated costs are between the City and its preferred courier. With TD Bank, the City has the option to choose any Armored Carrier as TD has relationships with all the major providers.

6 Package Header

ARP SERVICES

Quantity: 1

Total:

Item Notes: Quantities listed are based on the Annual Volume. Unit of measure for each line item is EA

Package Items

6.1 Partial recon - base fee

Quantity: 12

Unit Price:

Total:

6.2 Partial aegon - item charge

Quantity: 23

Unit Price:

Total:

6.3 Full aegon - base fee

Quantity: 12

Unit Price:

Total:

6.4 Full aegon - item charge

Quantity: 2181

Unit Price:

Total:

6.5 Positive pay - base fee

Quantity: 24

Unit Price:

Total:

6.6 Positive pay mismatch item

Quantity: 12

Unit Price:

Total:

6.7 Arp positive pay returned chkQuantity: 3Unit Price: Total: **6.8 Arp auto d/t to bank/tran**Quantity: 75Unit Price: Total: **6.9 Arp auto d/t to bank/rcrd**Quantity: 2214Unit Price: Total: **6.10 Arp auto d/t to bank/agro**Quantity: 309Unit Price: Total: **6.11 Basic positive pay - base**Quantity: 34Unit Price: Total: **6.12 Basic positive pay - item**Quantity: 196Unit Price: Total: **6.13 Payee name verification item**Quantity: 2215Unit Price: Total: **7 Package Header****IMAGE DELIVERY SERVICES**Quantity: 1Total:

Item Notes: Quantities listed are based on the Annual Volume. Unit of measure for each line item is EA

Package Items**7.1 Cd-rom premium cd**Quantity: 36Unit Price: Total: **7.2 Cd rom images per item**Quantity: 2234Unit Price: Total: **8 Package Header****ACH SERVICES**Quantity: 1Total:

Item Notes: Quantities listed are based on the Annual Volume. Unit of measure for each line item is EA

Package Items**8.1 Ach monthly maintenance**Quantity: 48Unit Price: Total: **8.2 Consumer ppd debits originated**Quantity: 21684Unit Price: Total: **8.3 Consumer ppd credits originated**Quantity: 16694Unit Price: Total: **8.4 Corp credits orig ccd,ccd+ctx**Quantity: 104Unit Price: Total:

8.5 Ach reversals - itemQuantity: 6Unit Price: Total: **8.6 Ach fax page**Quantity: 188Unit Price: Total: **8.7 Ach return item**Quantity: 68Unit Price: Total: **8.8 Ach notification of change (noc item)**Quantity: 8Unit Price: Total: **8.9 Tm ach pass-through file**Quantity: 102Unit Price: Total: **8.10 Tm ach batch processing fee**Quantity: 11Unit Price: Total: **8.11 Tm ach ppd debits originated**Quantity: 1Unit Price: Total: **8.12 Tm ach ppd credits originated**Quantity: 15Unit Price: Total: **9 Package Header****ACH FRAUD CONTROL**Quantity: 1Total:

Item Notes: Quantities listed are based on the Annual Volume. Unit of measure for each line item is EA

Package Items**9.1 Ach fraud cntrl monthly maint**Quantity: 60Unit Price: Total: **10 Package Header****WIRE TRANSFER SERVICES**Quantity: 1Total:

Item Notes: Quantities listed are based on the Annual Volume. Unit of measure for each line item is EA

Package Items**10.1 Wire trsf monthly maint/acct**Quantity: 60Unit Price: Total: **10.2 Out non-repetitive wire phone**Quantity: 1Unit Price: Total: **10.3 Tm domestic repetitive wire**Quantity: 226Unit Price: Total: **10.4 Tm domestic non-rep wire**Quantity: 44Unit Price: Total:

10.5 Incoming domestic wire transferQuantity: 7Unit Price: Total: **10.6 Tm internal repetitive wire**Quantity: 4Unit Price: Total: 1
1**Package Header****LOCKBOX SERVICES**Quantity: 1Total:

Item Notes: Quantities listed are based on the Annual Volume. Unit of measure for each line item is EA

Package Items**11.1 LBX lockbox deposits**Quantity: 252Unit Price: Total: **11.2 Rlxb maintenance**Quantity: 12Unit Price: Total: **11.3 Rlxb correspondence/non-remit mail/no**

payment

Quantity: 193Unit Price: Total: **11.4 Rlxb unprocessed/rejected items**Quantity: 913Unit Price: Total: **11.5 Rlxb deposit preparation**Quantity: 12Unit Price: Total: **11.6 SLBX special document handling**Quantity: 2678Unit Price: Total: **11.7 Rlxb po box annual rental**Quantity: 1Unit Price: Total: **11.8 Rlxb inbound receipted mail**Quantity: 15Unit Price: Total: **11.9 Scannable keystrokes**Quantity: 44600Unit Price: Total: **11.10 RLBX postage**Quantity: 12Unit Price: Total: **11.11 Rlxb auto drr to client/tran**Quantity: 251Unit Price: Total: **11.12 Rlxb auto drr to client/rcrd**Quantity: 24539Unit Price: Total: **11.13 Marksense flag**Quantity: 92Unit Price: Total:

11.14 Low speed match itemsQuantity: 24225Unit Price: Total: **11.15 Scan multiple payments**Quantity: 5166Unit Price: Total: **11.16 Scan partial payments**Quantity: 7156Unit Price: Total: **11.17 Scan online archive 90 days**Quantity: 65420Unit Price: Total: **11.18 Scan images less than 5k**Quantity: 24225Unit Price: Total: **11.19 Scan image cd rom per cd**Quantity: 12Unit Price: Total: **11.20 RPS full text search**Quantity: 65420Unit Price: Total: **11.21 Rlxb web exception maintenance**Quantity: 12Unit Price: Total: **11.22 Rlxb web excptn-items present**Quantity: 363Unit Price: Total: 1
2**Package Header****TREASURY MANAGER**Quantity: 1Total:

Item Notes: Quantities listed are based on the Annual Volume. Unit of measure for each line item is EA

Package Items**12.1 TM/OLC maintenance fee**Quantity: 12Unit Price: Total: **12.2 TM/OLC prior day serv/month**Quantity: 12Unit Price: Total: **12.3 TM/OLC prior day/acct**Quantity: 60Unit Price: Total: **12.4 TM/OLC prior day/detail item**Quantity: 7335Unit Price: Total: **12.5 TM/OLC current day serv/month**Quantity: 12Unit Price: Total: **12.6 TM/OLC current day/acct**Quantity: 60Unit Price: Total: **12.7 TM/OLC current day/item detail**Quantity: 3852Unit Price: Total:

12.8 TM/OLC special rpt mnth maint

Quantity: 7

Unit Price:

Total:

12.9 TM/OLC car report/report

Quantity: 61

Unit Price:

Total:

12.10 TM/OLC return item/report

Quantity: 38

Unit Price:

Total:

12.11 Stop payment/Per stop

Quantity: 159

Unit Price:

Total:

12.12 ACH service/per month

Quantity: 12

Unit Price:

Total:

12.13 Acct transfer/per transfer

Quantity: 7

Unit Price:

Total:

12.14 Wire service/per month

Quantity: 12

Unit Price:

Total:

12.15 Image item retrieval/per image

Quantity: 774

Unit Price:

Total:

1
3

Package Header

ONLINE COURIER

Quantity: 1

Total:

Item Notes: Quantities listed are based on the Annual Volume. Unit of measure for each line item is EA

Package Items

13.1 OLC ACH fraud ctrl reject rpt

Quantity: 1

Unit Price:

Total:

Response Total: \$27,782.71

Treasury Management Services

PROPOSAL FOR

City of Coconut Creek RFP NO. 03-17-21-10 March 17, 2021



PREPARED BY

Pamela Ramkalawan

Vice President, Government Banking Officer

5900 N. Andrews Ave. 2nd Floor

Ft. Lauderdale, FL 33309

Phone: (954) 233-2064

Cell: (561) 866-8368

Fax: (954) 233-2037

Email: Pamela.Ramkalawan@td.com





March 17, 2021

City of Coconut Creek
Attn: Asha Benjamin
Procurement Analyst
4800 West Copans Road
Coconut Creek, FL 33063

RE: RFP No: 03-17-21-10

Dear Ms. Benjamin:

TD Bank, N.A. is pleased to be included in the Request for Proposal for Banking Services for the City of Coconut Creek (also referred to as the City). We are confident that TD Bank can meet the outlined requirements and exceed the expectations of the City when it comes to providing all Banking Services.

TD Bank, America's Most Convenient Bank®, is committed to outstanding customer service. TD Bank has been named the best bank for customer satisfaction by such notable organizations as J.D. Powers and Consumer Reports. At a time when many banks are cutting back, TD Bank continues to invest in innovative technology and the expansion of our branch network. We pledge to the City of Coconut Creek that our staff will be responsive to your needs and will deliver excellence day after day. TD Bank will continue to commit numerous resources to provide an unparalleled banking experience to the City of Coconut Creek and our other clients.

Government Banking has been an important line of business at TD Bank for many years. Our team approach to working with municipalities has allowed us to manage over \$17 billion in public funds. We are leaders in Government Banking in Maine, New Hampshire, Vermont, Massachusetts, New York, New Jersey, Pennsylvania, and Delaware. Our Government Banking business continues to grow in markets of Florida, Maryland, Virginia and the District of Columbia. As of September 2020, TD Bank was ranked the 3rd top holder of public deposits in Florida.

A team of our finest professionals have been assembled to manage the City's relationship, Pamela Ramkalawan, Vice President, Government Banking Relationship Manager has over 18 years of banking experience. Pamela will be the Relationship Manager and is authorized to legally bind TD Bank to this proposal. Andrea Tyrell-Grant, Vice President Treasury Sales Officer, has over 34 years of Banking experience. Andrea will serve as the Treasury Officer responsible for Treasury Management services. Tonya England and Amanda Soto will act as sales and service support to the City. Together, this team will be able to deliver TD Bank's Legendary Customer Service.

In our recommended solution, the TD Municipal Advantage Checking account will provide the City maximum flexibility along with the increased control to achieve the best possible return on funds. In this tailored solution, the City will receive an Earnings Credit Rate of **30 basis points**.

All of the City of Coconut Creek's funds that are not required to off-set service fees will automatically receive an interest rate of **15 basis points**. Key details of TD's offer to the City of Coconut Creek are:

- Substantial Net Interest Benefit over current financial institution
- "Managed" Earnings Credit Rate (ECR) with a rate of **30 basis points**
- Competitive **15 basis points** Interest for Excess Funds Not Needed to Offset Banking Services
- **No Reserve Requirement** which provides the City an added benefit
- TD Bank provides the City of Coconut Creek a **4 month waiver OR \$10,000 whichever comes first of Account Analysis fees**, not including Courier fees, from the date of account opening.
- TD Bank will provide the City a monthly banking account analysis
- No FDIC Charge for the Life of the Contract which is an Additional Cost Savings
- Legendary Customer Service and Seamless Implementation of Services
- Customized, In-Person or Virtual Trainings on all TD Bank Services
- Local Relationship Management Team, in Ft. Lauderdale
- Waiving All One-Time Implementation Costs Related to the Transition of Banking Services

At TD Bank, we are convinced that our innovative approaches and commitment to detail set us apart from the competition. Our Government Banking team will work side-by-side with the staff from the City to ensure complete satisfaction. In addition, we pledge to keep you abreast of the latest developments related to Banking Services.

As part of the implementation process: execution of signature cards, a corporate resolution, and a TD Bank Cash Management Master Agreement will be required. Copies of these documents will be made available after initial meeting discussing the implementation process. Please note that the pricing provided with this proposal is preliminary. Finalized pricing will be determined following contract award and the collection of additional account and volume information.

Thank you for the opportunity to present our bid to City of Coconut Creek. We are confident that the City of Coconut Creek will find comfort in knowing that TD Bank is one of the world's strongest financial institutions and will be a safe and sound financial partner. We look forward to your favorable response. Should the City of Coconut Creek require contact information for other municipal customers of TD Bank, your relationship manager, Pamela Ramkalawan can provide an excellent list of references upon request.

Sincerely,



Pamela Ramkalawan
Government Banking Relationship Manager
TD Bank's FL Diversity and Inclusion WIL Chair
5900 N. Andrews Ave. 2nd Floor
Ft. Lauderdale, FL 33309
Phone: (954) 233-2064
Cell: (561) 866-8368
Fax: (954) 233-2037
Email: Pamela.Ramkalawan@td.com

Executive Summary



TD Bank is qualified and experienced to meet the financial service needs of the City of Coconut Creek (also referred to as the City). Throughout our proposal, TD Bank will demonstrate its unmatched commitment to customer service, our knowledge and understanding of banking for our Commercial Clients, our advanced management products and services, our innovative approaches, and – most importantly – our desire to be your bank of choice. The following summarizes our proposal response:

About TD Bank

TD Bank, America's Most Convenient Bank®, is one of the 10 largest banks in the U.S., with approximately 27,000 employees and deep roots in the community dating back more than 150 years. The Bank offers a broad array of retail, small business and commercial banking products and services to more than 9.5 million clients through its extensive network of approximately 1,220 convenient locations throughout the Northeast, Mid-Atlantic, Metro D.C., the Carolinas and Florida.

Relationship Management and Customer Service

TD Bank prides itself on creating positive banking experiences for our clients. The TD Bank team is here to help and will continue to deliver best-in-class service to you while working to better the communities where we collectively live and work.

We know Commercial entities have unique needs and have developed a Commercial Banking group to help entities comply with numerous statutes that dictate how they conduct financial affairs. Our Relationship Team is well-versed in public finance and how to structure accounts and treasury management solutions that provide cost savings, maximize interest earnings, and simplify the way our Commercial Clients conduct business. Careful attention is paid to the details that matter, and our Commercial Bankers will provide on-going support to the City's employees. Periodic relationship reviews will be conducted to ensure that you have the appropriate products and services and to keep staff abreast of new technologies and innovations in treasury management as well as other new services offered by the bank.

TD Bank Quick Facts

- \$439.6 billion in assets*
- \$367.6 billion in deposits*
- \$171.7 billion in loans*
- \$1.8 million in charitable contributions (2021)
- ~9.5 million customers*
- ~27,000 employees*
- 1,223 US locations*
- Credit Ratings (US): Moody's Aa2 / S&P AA-*

Environmental Stewardship

- Opened the nation's first net-zero energy bank location that produces more electricity on site than it consumes
- First large North American bank to be carbon neutral
- Purchases renewable energy credits for 100% of the electricity consumed by our Stores, ATMs, and operations

*As of 1/31/21. Additional information is available at www.td.com/investor-relations

Executive Summary



Phoenix-Hecht 2020 Quality Index™ Results

The purpose of the Quality Index™, an annual survey of public and private corporations with sales between \$20 million and \$499 million, is to provide a simple means of comparing individual bank performance ratings from private and public companies. The Treasury Management Monitor™ survey was conducted on-line. A total of 1,883 responses were completed from the universe of targeted companies. The reports, accurately weighted by sales size, are statistically valid.

The 2020 Quality Index™ covers the following five categories of bank quality ratings:

- Product Satisfaction - overall satisfaction with specific bank products
- Product Operations - performance of product transaction processing
- Customer Service - attention to customer requests
- Technical Support - satisfaction with technical support for specific products
- Relationship Manager - qualities of the Treasury Management relationship manager

The Monitor survey targeted senior financial executives responsible for managing the bank relationships at public and private U.S. corporations with annual sales greater than \$20 million. Respondents were asked about their major treasury management relationships from a select list of banks in the United States.

TD Bank received the following overall scores in the five categories:

	Grade
Product Satisfaction	
Overall Score	A-
Product Operations	
Overall Score	A-
Customer Service	
Overall Score	A
Technical Support	
Overall Score	A
TM Relationship Manager	
Overall Score	A

Source: The 2020 Phoenix-Hecht Treasury Management Monitor™ and Middle Market Quality Index™

Executive Summary



Treasury Management Services Solutions for the City of Coconut Creek

TD Bank has included the requested treasury management services in this response to streamline your receivables, payables and daily cash flow activities.

TD A/R Management Direct

Solutions to Streamline and Accelerate Revenue & Receivables

- TD Lockbox Services
- TD Digital Express
- TD ACH Services
- TD Currency Services

TD Liquidity Management Direct

Solutions to Maximize Working Capital

- TD Zero Balance Accounts
- TD Demand Deposit Account (DDA) Services
- TD Municipal Advantage Account



TD A/P Management Direct

Solutions to Enhance Control and Efficiencies of Payments

- TD Account Reconciliation
- TD ACH Services
- TD Commercial Card Plus
- Paymode-X | Visa Payable Solutions
- TD Positive Pay (Check & ACH Fraud Protection)
- TD Wire Transfer

TD Treasury Management Direct

Solutions to Leverage Information, Maintain Control & Minimize Risk

- TD eTreasury

Our Proposal

TD Bank has thoroughly examined the City's RFP for Banking Services. We are confident that we can provide all of the required services and exceed your expectations.

TD Bank offers several advantages that other banks cannot match:

- TD Bank was the **first** bank in the United States to offer Seven-Day Banking with extended hours. TD Bank is open for our customers 357 Days a year!
- Same day credit on deposits until store closes.
- Next day availability on ALL deposits.
- Next day availability (by 8 a.m. ET) on merchant credit card deposits that has been transmitted by 6 p.m. ET the previous day.
- **TD BANK WILL WAIVE FOUR (4) MONTHS OF SERVICE CHARGES FOR THE CITY OF COCONUT CREEK OR \$10,000 WHICHEVER COMES FIRST TO HELP OFFSET ANY TRANSITION COSTS, NOT INCLUDING COURIER FEES.**
- **TD BANK WILL NOT CHARGE THE CITY OF COCONUT CREEK ANY FDIC CHARGES, PROVIDING THE CITY AN ADDITIONAL COST SAVINGS.**
- TD Bank offers a discount on bank fees over your current banking services provider.
- TD Bank will provide to City of Coconut Creek **\$1,500.00** towards the initial order of banking supplies such as deposit tickets, checks, disposable night bags and endorsement stamps. TD Bank will provide the City unlimited coin wrappers and unlimited bill straps at **NO COST**. This will additionally aid the City with any transition cost.
- **TD BANK WILL NOT CHARGE THE CITY OF COCONUT CREEK ANY IMPLEMENTATION/SOFTWARE FEES FOR CASH MANAGEMENT SERVICES.**

An Important Decision

At TD Bank, we offer the best of both worlds: the hands-on, client-first mentality you'd expect from a local bank combined with all the capabilities of a globally recognized financial institution. From meeting your borrowing needs to discussing capital strategy to investing excess cash, we're ready to help. Combined, these factors make TD Bank the ideal choice as the City's preferred financial services provider.

Proposal Details



TD Bank has thoroughly examined the City of Coconut Creek's RFP for Banking Services. We are confident that we can provide all of the required services and exceed your expectations.

TD BANK OFFERS THE FOLLOWING TO CITY OF COCONUT CREEK:

TD Bank recommends the use of our Advantage account structure. We are offering to the City of Coconut Creek an Earnings Credit Rate on collected balances to offset fees. We are also offering the City of Coconut Creek no reserve requirement, hence providing all balances in its entirety to cover service charges. TD Bank will offer the City of Coconut Creek and interest to help maximize interest earnings. Funds within these account(s) are Fully Collateralized in Accordance with FL State Statutes governing Public Funds.

The following rates are proposed:

Advantage Earnings Credit Rate:

- TD Bank will provide the City of Coconut Creek a **MANAGED EARNINGS CREDIT RATE of 30 Basis Points (0.30%)** on balances utilized to offset bank service charges. This rate will be bank managed.
- This option offers the highest ECR and results in the most interest paid monthly to the City of Coconut Creek. Interest paid on any excess balances will be automated. TD Bank will review the projected target balance periodically to ensure the City of Coconut Creek is optimizing the use of their balances for earnings credits and interest.

Advantage Interest Rate:

- TD Bank will provide the City of Coconut Creek a **MANAGED INTEREST RATE of 15 Basis Points (0.15%)** on excess funds not needed to offset bank service fees. These rates will be bank managed, determined by market conditions.
- We will conduct regular Relationship Reviews and TD Bank will inform the City of Coconut Creek of its options to maximize returns while providing safety and liquidity.

Fees Waived:

- TD Bank will **WAIVE FOUR (4) MONTHS OF SERVICE CHARGES OR PROVIDE A ONE TIME AMOUNT OF \$10,000 whichever comes first** to the City of Coconut Creek to help offset any transition costs. This waiver does not include courier service fees.
- TD Bank will **WAIVE ALL IMPLEMENTATION/SOFTWARE FEES** for cash management products/services.
- TD Bank will **NOT** charge the City of Coconut Creek **ANY FDIC CHARGES** providing the City an additional cost savings.
- TD Bank will also provide the City of Coconut Creek an additional benefit by not charging a **10% reserve requirement** which will provide ECR and interest on the City of Coconut Creek's first dollar.

Proposal Details



Technical Support:

- TD Bank will provide local or virtual technical support and staff training to the City of Coconut Creek for services such as online banking (eTreasury) and other Cash Management Services.

Explanation of Interest and Earnings Credit Rate Calculations:

TD Bank's ECR and Interest rates are not directly tied to any specific financial market rate at this time. We utilize a "**managed**" rate method of determining ECR and interest each month. In the management of these rates, a central leadership rate committee examines competitive data and various indices. Rates are established each month based on real-time positions in these indices and are tempered by historic and emerging trends or events. TD Bank reserves the right to change its rate and methodology from time to time in its sole and absolute discretion without regard to any external interest rate index or market conditions.

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Appendix

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Appendix 2 – Required TD Certifications and Documents

Appendix 3 – Sample Statements and Reports

Appendix 4 – Addendum Acknowledgement

Appendix 5 – Sample Agreement

Please select a topic above to be linked to the desired section.



Section 1: Qualifications and Experience

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Section 1: Qualifications and Experience

Section 1: Qualifications and Experience

- Clearly describe the ability to perform the scope of services proposed including a work plan with an explanation of the methodology to be followed to perform the services required of this proposal.

Please refer to TD's responses to the City's Scope of Services at the end of this section.

- Provide resume and fact sheet for firm indicating how it meets the Minimum Qualification requirements stipulated above.

TD Bank, N.A. is a National Association that is a wholly-owned subsidiary of TD Bank US Holding Company which is in turn an indirect, wholly-owned subsidiary of the publicly owned TD (Toronto-Dominion) Bank Group of Toronto (TDBFG), Canada, a top 10 financial services company with the largest branch network of any bank operating in both the United States and Canada.

Headquartered in Toronto, Canada, with more than 83,400 employees in offices around the world, The Toronto-Dominion Bank and its subsidiaries are collectively known as TD Bank Group. TD offers a full range of financial products and services to approximately 25 million clients worldwide through three key business lines:

- Canadian Retail including TD Canada Trust, Business Banking, TD Auto Finance (Canada), TD Wealth (Canada), TD Direct Investing and TD Insurance
- TD Bank, America's Most Convenient Bank, TD Auto Finance (U.S.), TD Wealth (U.S.) and TD's investment in TD Ameritrade
- Wholesale Banking including TD Securities

TD also ranks among the world's leading online financial services firms, with ~12 million active online and mobile clients. The Toronto-Dominion Bank trades on the Toronto and New York stock exchanges under the symbol "TD" and prides itself as one of the strongest financial institutions in the world with a AA- rating from Standard and Poor's and an Aa2 rating from Moody's. TD's financial strength and stability has enabled our clients to rely on the Bank as a consistent source of capital and benefit from our continued investment in people and product capabilities.

The Toronto-Dominion Bank is a chartered bank subject to the provisions of the Bank Act (Canada). It was formed on February 1, 1955 through the amalgamation of The Bank of Toronto, chartered in 1855, and The Dominion Bank, chartered in 1869.

TD Bank, America's Most Convenient Bank®, is one of the 10 largest banks in the U.S., with more than 27,000 employees and deep roots in the community dating back more than 150 years. We offer a broad array of retail, small business, and commercial banking products and services to more than 9 million customers through our extensive network of more than 1,236 convenient locations throughout the Northeast, Mid-Atlantic, Metro D.C., the Carolinas, and Florida. Our unique model, financial stability, and relationship focus have enabled us to aggressively acquire market share, grow our loan, deposit, and treasury management portfolios, and significantly outperform our peers even through challenging economic times.



Section 1: Qualifications and Experience

The company first opened its doors as Portland Savings Bank in Portland, Maine, in 1852, and later grew through a series of mergers and became Peoples Heritage Bank in 1983. At the turn of the millennium, the opportunity for growth presented itself again as Peoples Heritage Bank, through several acquisitions, expanded deeper into New England and took the name Banknorth. Meanwhile, Cherry Hill, New Jersey-based Commerce Bank was turning clients into fans as America's Most Convenient Bank. Founded in 1973, Commerce Bank expanded rapidly over the next 30 years into metro New York and Philadelphia, Washington D.C., and South Florida, winning new clients with WOW! service and convenience.

In 2004, Banknorth caught the eye of TD Bank Group of Toronto, Canada, a top 10 financial services company in North America. TD Bank Group soon became Banknorth's majority shareholder and the company became known as TD Banknorth. TD Bank Group completed its purchase of TD Banknorth in 2007. Looking to expand further in the U.S., TD Bank Group acquired Commerce Bank on March 31, 2008, and the company rebranded as TD Bank, America's Most Convenient Bank. TD Banknorth locations followed suit in September 2009, completing the merger of the two companies and uniting them under the TD Bank brand name. On September 30, 2010, The South Financial Group, Inc. was acquired by TD Bank Group, and its subsidiary Carolina First Bank merged with TD Bank. Carolina First Bank in North and South Carolina and Mercantile Bank in Florida were rebranded in June 2011.

Today, TD Bank, America's Most Convenient Bank®, remains focused on delivering award-winning customer service and hassle-free products to clients from Maine to Florida.

- Provide resumes for all of firm's employees that will be used in providing the services specified herein.

TD Bank is pleased to introduce the City's dedicated Relationship Management Team:

Government Banking

Pamela Ramkalawan Vice President, Government Banking Officer

5900 N. Andrews Ave. 2nd Floor
Ft. Lauderdale, FL 33309
Phone: (954) 233-2064
Cell: (561) 866-8368
Fax: (954) 233-2037
Email: Pamela.Ramkalawan@td.com



Pamela Ramkalawan will manage the City's relationship. Ms. Ramkalawan has the necessary authority to carry out any tasks required to effectively and efficiently manage the City's relationship with TD Bank. Ms. Ramkalawan has over 18 years of banking experience exclusive to Florida of which 16 years has been dedicated to Government Banking. The balance of her banking career was in retail banking and operations. As a former Government Banking Specialist at Wachovia Bank (currently Wells Fargo), Ms. Ramkalawan was responsible for supporting many municipal relationships.



Section 1: Qualifications and Experience

Ms. Ramkalawan supported some of Florida's largest government entities including Broward County, Broward County Public Schools, Palm Beach County, Miami-Dade County, Broward County School Board and the Seminole Tribe of Florida to name a few. Today, Ms. Ramkalawan manages many familiar relationships in addition to the City of Lauderhill, City of Tamarac, City of Sunny Isles Beach, City of Pembroke Pines, Miami-Dade Clerk of Courts and the Housing Authority of Miami Beach, just to name a few.

Ms. Ramkalawan holds a BS degree in Business Management. She is also an active member of TD Bank's diversity program where she is currently the "Women in Leadership" chair for Florida. She also participates in many local and state governmental organizations such as the FGFOA, Florida League of Cities, Florida City and County Management Association and many others.

Ms. Ramkalawan will bring her unique qualifications and knowledge of account structures, lending, treasury management services and other various services to your banking relationship with TD Bank.

Tonya England

Government Banking Sales and Service Specialist

5900 N. Andrews Ave. 2nd Floor

Ft. Lauderdale, FL 33309

Phone: (954) 233-2054

Fax: (954) 233-2037

Email: Tonya.England@td.com

Tonya England, will be the City's dedicated servicing representative. Ms. England will aid Ms. Ramkalawan with the daily management of the relationship. Ms. England will bring her wealth of customer service experience and coordination skills to the City's relationship. Ms. England's servicing skills were acquired over a period of 15 years in the travel industry and 10 years in the banking industry, which included training clientele and coordinating projects.

Treasury Management Services

Andrea Tyrell-Grant

Vice President, Senior Treasury Management Sales Officer

5900 North Andrews, 2nd Floor

Fort Lauderdale, FL 33309

Phone: (305) 968-1918

Email: Andrea.Tyrell-Grant@td.com

Fax: (954) 233-2037



Andrea Tyrell Grant is TD Bank's Vice President and Senior Treasury Management Sales Officer for the Broward County Market. Andrea utilizes over 30 years of banking experience to grow the Treasury Management line of business, working across Commercial, Middle Market, Government Banking and Commercial Real Estate segments.

Prior to joining TD Bank in 2009, Andrea began her career at Citibank where she held positions of increasing responsibility in the retail segment before joining the Treasury Management team. Andrea previously held Series 7, 24, 63 Securities and Life Health and Variable Annuities licenses. Andrea possesses a wealth of knowledge about the South Florida market, where she has worked and resided since 1981.



Section 1: Qualifications and Experience

Andrea is a graduate of Miami Dade College and a board member of the South Florida Association for Financial Professionals. In her spare time Andrea is an avid reader, especially of all historical genres.

Amanda Soto
Treasury Management Sales Support Specialist
9715 Gate Parkway
Jacksonville, FL 32246
Phone: (904) 807-9013
Email: Amanda.Soto@td.com



Amanda has over 14 years of banking experience as of 2019 and currently services as Treasury Management Sales Support Specialist for all of Broward and Palm Beach County. She supports various lines of business including Government and Not for Profit, Commercial, Small Business and Commercial Real Estate.

Amanda began her banking career in Treasury Management as an Onboarding Specialist supporting the Government & Not for Profit/Commercial banking groups for all of North Florida. She transitioned from that role into the Sales Analyst role where she added support for the Middle Market Line of Business. Her most recent role included supporting the national footprint for Commercial Real Estate clients. She also has experience in supporting various specialized industries prior to TD Bank, such as Sports and Entertainment, National Auto Dealer Finance Holding companies, Healthcare, Business Banking, Private Wealth (Attorneys and Physicians), and Municipalities.

Amanda has her bachelor's degree in Business Administration from the University of Florida, Gainesville.

- Include a list of awards or recognitions obtained, bonding capabilities, fieldwork capabilities and any other items of interest to support any claim of excellence.

TD Bank is part of the powerful TD (Toronto Dominion) Bank Financial Group (TDBFG) with the largest Store network of any bank operating in both the United States and Canada. TDBFG has maintained its position as one of the strongest banks in the world through past economic downturns and is prepared to maintain its strength going forward. In addition, Bloomberg ranked Toronto Dominion as "The Strongest Bank in North America" among the Bloomberg 20 Banks based on eight financial ratios equally weighted.

TD Bank is proud to receive the EHNAC FSAP Lockbox Accreditation. FSAP, Financial Sector Assessment Program, assures financial institutions and vendors follow industry-established standards for processing payment and other transactions involving protected health information.

TD Bank has developed and successfully implemented a business model that has changed the way individuals, businesses, higher education institutions, and government entities bank throughout our footprint.



Section 1: Qualifications and Experience

SECTION III

DETAILED REQUIREMENTS – SCOPE OF SERVICES

1. Purpose and Overview

The purpose of this Request for Proposal is to contract with a single bank that can offer the highest quality of service at the lowest cost to the taxpayers.

TD acknowledges the above.

2. Minimum Qualifications

The following minimum qualifications must be met in order for the Proposer's proposal to be considered:

A. Federal or State of Florida Chartered Bank;

TD Bank is a Federal Chartered bank.

B. Respondent must be certified as a "Qualified Public Depository" under Chapter 280 Florida Statutes, "Security for Public Deposits";

TD Bank is a State of Florida authorized Public Depository pursuant to Chapter 280 of the Florida Statutes.

C. Member of the FDIC; and

TD Bank is a member of the FDIC.

D. Member of the Federal Reserve System.

TD Bank is a member of the Federal Reserve System.

Proposer must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient services to the City. The City reserves the right before recommending any award to inspect the facilities, organization and financial condition, or to take any other action necessary to determine the financial institution's ability to perform, in accordance with its specifications, terms, and conditions.

TD Bank acknowledges and agrees to the above.

The Respondent must have a branch bank located in Coconut Creek.

Our TD Bank Coconut Creek store will serve as the primary location to service the City's in-store banking needs. Store hours and location are provided on the following page:



Section 1: Qualifications and Experience

Store Location	Lobby Hours		Drive-Thru Hours
TD Coconut Creek Store 6700 N State Road 7 Coconut Creek, FL 33073 (954) 426-3334 Manager: Biagio Vultaggio	Monday:	8:30 a.m. – 5:00 p.m.	8:30 a.m. – 5:00 p.m.
	Tuesday:	8:30 a.m. – 5:00 p.m.	8:30 a.m. – 5:00 p.m.
	Wednesday:	8:30 a.m. – 5:00 p.m.	8:30 a.m. – 5:00 p.m.
	Thursday:	8:30 a.m. – 6:00 p.m.	8:30 a.m. – 6:00 p.m.
	Friday:	8:30 a.m. – 6:00 p.m.	8:30 a.m. – 6:00 p.m.
	Saturday:	9:00 a.m. – 1:00 p.m.	9:00 a.m. – 1:00 p.m.
	Sunday:	11:00 a.m. – 2:00 p.m.	11:00 a.m. – 2:00 p.m.

The Respondent must have received an unqualified opinion for each of the last two (2) years' audited financial report.

TD Bank is a member of TD Bank Group and a subsidiary of The Toronto-Dominion Bank of Toronto, Canada, traded under the ticker symbol "TD".

TD Bank's most recent financial information including copies of our last two audited financial statements is available online at:

<https://www.td.com/investor-relations/ir-homepage/ir-homepage/investor-index.jsp>

3. Scope of Services

The information provided in this scope of services identifies services the City is currently receiving and desires to maintain. In addition, where applicable, the City has indicated new or additional services it will consider.

TD Bank acknowledges the above and has responded to our ability to meet the City's Scope of Services.

4. Bank Accounts

The City desires to maximize its cash availability through the use of concentration and zero balance accounts. This account structure will be comprised of a Concentration Account and three (3) zero-balance accounts. All available balances will be maintained in the Concentration Account. The zero balance accounts will be reimbursed or swept at the close of the business day. The following bank accounts will be maintained during the contract period.

- A. Concentration Account (Master Account) – This account will be used to concentrate the daily cash balances of the various accounts of the City and will be an interest bearing account. Incoming and outgoing EFT's will be deposited into or withdrawn from this account. The City will make daily cash, credit and credit card deposits into this account.
- B. Payroll Account (Zero-Balance Account) - This account will be used solely to process payroll disbursements to employees. There will not be any direct deposits into this account, except for the Bank transfer to cover direct deposit transactions and payroll checks presented for payment by City employees.



Section 1: Qualifications and Experience

- C. Accounts Payable Account (Zero Balance Account) – This account will be used solely to process disbursements for accounts payable. There will not be any direct deposits into this account, except for the Bank transfer to cover checks presented for payment.
- D. CDBG and SHIP Operating Account (Zero Balance Account) – This account will be used solely to receive CDBG and SHIP funds and disburse related expenses.
- E. Other Zero-Balance Accounts – The City reserves the right to open additional zero-balance accounts during the contract period at the price proposed.

In addition, the City has a municipal account where we deposit excess cash and it is an interest bearing account.

TD Bank acknowledges and will be able to provide the City the services for the Bank accounts as specified above.

TD Zero Balance Accounts

TD Zero Balance Accounts (ZBA) allow the City to consolidate the net balances of multiple sub-checking accounts into a parent checking account. The activity in each TD Zero Balance Account remains segregated allowing you to keep separate accounting records and statements for each account. TD Zero Balance Accounts can be used to segregate disbursements, deposits, or a combination of both.

Benefits of TD Zero Balance Accounts are:

- There is no limit to the number of sub-accounts maintained in a zero balance arrangement
- New sub-accounts may be added at any time
- You can establish a minimum balance in a sub-account
- Easy to monitor a net cash position, facilitating investments and funding decisions
- All deposits and/or checks are processed in the sub-account and summarized separately
- Based on net balances, the sub-account will automatically pull funds from the parent account to cover a net deficiency or transfer excess balances to the parent account

TD eTreasury provides clear cross-reference of transactions between the ZBA parent account and the ZBA sub-accounts, and additional reports may be created within eTreasury. In addition, the monthly bank statement provides a clear cross-reference for the ZBA transfers, which includes the type of transfer (debit or credit) along with the checking account information where the funds were sent to or received from.

5. Availability of Funds

Awarded Bank agrees to credit the City's Concentration Account for Incoming EFT's the same day regardless of the time of receipt during the day.

Deposits will be made by armored truck during the business day to a designated location mutually agreed on by the City and the awarded bank.

All checks will be based on the awarded Bank's "availability schedule". Proposing banks are required to attach a copy of their current schedule to their Proposal. Awarded bank agrees to notify the Director of Financial and Administrative Services or designee, in writing, of any changes to the schedule. The City reserves the right to periodically audit the awarded Bank's compliance with the existing "availability schedule".



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Under no circumstances should the clearance period exceed the Federal Reserve Guarantee.

TD Bank maintains a unique availability policy. There are no complicated availability schedules and no special pricing tables. TD Bank will notify the City of any change in funds availability policies.

We credit deposits as processed with next day availability. Checks drawn on TD Bank receive immediate availability when deposited at a store location. For all other checks deposited before 8:00 p.m. ET at a store location, the City will receive \$100.00 credit the day of the deposit and the remainder of the deposit is generally available to you no later than the next business day.

Checks deposited via remote capture before 9:00 p.m. ET receive same day credit with next day availability. Please note that only checks drawn on US banks can be processed through remote capture.

Incoming wires received by 6:00 p.m. ET will receive same-day ledger credit. Wires received after 6:00 p.m. ET will receive next-day ledger credit.

6. **Positive Pay**

The City uses positive pay for all vendor checks. The information is transmitted weekly or more frequently, if necessary, for vendor disbursements. The bank shall provide a system to automatically compare checks issued by the City with checks presented for payment. When a check is presented that does not match the file of issued checks transmitted to the bank, the check should then become an exception item. The bank should contact the City to determine whether an exception item is returned or paid. The file that is sent to the bank includes check date, check number, payee and amount.

TD Positive Pay

TD Positive Pay is recommended for any account used for check clearing and is the best method for preventing check fraud. This value added service will mitigate risk and provide comfort and security for the City. Positive Pay compliments the internal security measures you employ to ensure that only authorized checks are paid. Through Positive Pay, in the event that a check paid does not match either the serial number or amount of the check issued, TD Bank will notify the City to make the decision to pay the check or return the check unpaid. You will receive information on exception items by 10:00 a.m. ET each business day. We ask that you review items and enter your pay or return decisions by 2:00 p.m. ET, which provides a four hour window for the review of exception items.

We “push” our Positive Pay information directly to our teller platforms. If an item is presented at a teller window that was not on the issue file, or there is a variation of information (i.e., dollar amount), notification will be sent to the specified contact for a “pay” or “no pay” decision. The exception will be out on eTreasury, TD Bank’s state-of-the-art corporate online-banking system for information reporting and transaction initiation, for the City to make a decision. You also have the option to sign up for alerts. The teller line will be updated six times a day at: 9:30 a.m., 11:30 a.m., 1:30 p.m., 3:30 p.m., 4:30 p.m. ET, and overnight. The Bank’s deadline for the transmission of check issuance files to the Bank is 4:30 p.m. ET for same-day upload to the reconciliation system. Files received after 4:30 p.m. ET will be uploaded to the reconciliation system the morning of the next business day.



Section 1: Qualifications and Experience

All files received by 4:30 p.m. ET will be verified and effective against checks presented through all TD Bank Stores at the opening of business the next morning.

Benefits of TD Positive Pay are:

- Provides protection against certain types of check fraud
- Fraud detection at encashment at the branch
- Enables viewing of the image of the check through commercial online banking prior to making a decision
- Provides the option of paying for services by maintaining compensating balances or by direct charge through account analysis

TD Bank also offers Positive Pay with Payee Name Verification as optional service enhancement, which is a process that requires payee information to be provided to the Bank on the positive pay issue file before the checks are mailed and/or distributed. TD Bank will then process the payee information and store it on our Account Reconciliation platform.

When checks come in for payment, TD Bank uses optical recognition software to lift the payee name from the cleared check. This lifted payee name is then compared to the name originally supplied on the Positive Pay issue file. If the name is a match, no further processing is needed. If the lifted payee name is not a match, then the item will be sent for approval to pay the item or return it.

Files of your issued checks for the reconciliation period may be transmitted to TD Bank using Secure Web, FTP, or VPN transmission protocols. In addition to transmitting the file directly, the City may upload Positive Pay issue files via TD eTreasury. These files should contain the check number, issue date, amount and payee. Several formats for these files are available and will be supplied by our Electronic Data Solutions Group.

Manual entry checks as well as voided/deleted checks must be submitted by the City through the Positive Pay module of TD eTreasury. The bank's cut-off time for receiving manual issues and voided/deleted checks is 4:30 p.m. ET for same-day upload to the reconciliation system. Items submitted after 4:30 p.m. ET will be up uploaded to the reconciliation system the morning of the next business day.

7. **ACH Processing**

Currently, the City submits the following files to the bank for ACH processing:

1. Bi-monthly utility payments from resident bank accounts for utility services for credit into the City Concentration Account;
2. Bi-monthly debit amounts from recreation program participants bank accounts for membership fees for credit into the City Concentration Account;
3. Bi-weekly credit amounts to employee bank accounts for payroll;
4. Bi-weekly credit amount for employee emergency payroll (file will only be activated in the event of a disaster and City is unable to process its regular payroll).

The City regularly receives ACH transfers from governmental entities and financial institutions.



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Please include any transmission deadlines for ACH files, and describe when the funds will be applied to/against the City's account. Provide details on how voiding and reversing of individual ACH items are handled, if it is possible, how to reverse or cancel an ACH file, and list the application timeframe to submit request.

Please describe how ACH files are processed (i.e. individually, as a pass-thru file, as an import where the file can be uploaded, etc.).

Please describe ACH Fraud control process.

TD Bank is one of 31 Direct Financial Institution members of the National Automated Clearing House Association (NACHA). TD Bank's Automated Clearing House (ACH) services allow the City to create and process the exchange of funds electronically on predetermined dates through the NACHA network. Unlike writing a check or sending a wire transfer, ACH services provide the ability to transfer funds electronically between TD Bank accounts and accounts at other financial institutions for the purpose of disbursing or collecting funds. Additional payment details, known as addenda records, may be included with the transaction data.

The City may select between a variety of delivery channels including direct transmission, secure web, or through our online banking platform, TD eTreasury.

TD Bank requires strict adherence to the NACHA Rules as well as US regulations. For direct file transmissions, TD Bank supports secure web and FTP transmissions with Pretty Good Privacy (PGP) encryption through our FTExpress file transmission system. An email confirmation is sent after receipt of the file, and includes the dollar values in the file and a confirmation that the file was in an acceptable format.

File Manage Transfer Services at TD Bank support industry standard options for moving files securely over the internet. TIBCO Software provides the Firewall Internet Protocol (IP) addresses to be used for external clients to TD Intranet for using the various supported transmission delivery options.

These options are:

- Browser – Hypertext Transfer Protocol Secure (HTTPS)
- File Transfer Protocol over Secure Socket Layers (FTP/S)
- Secure File Transfer Protocol using Secure Shell Protocol (SFTP over SSH)
- File Transfer Protocol (FTP) with Pretty Good Privacy (PGP) encryption

FTP over SSL service provides 128-bit SSL Client and Server encryption capabilities that enables users to perform basic file transfer options over a secure SSL connection. Both implicit and explicit flavors are supported. FTP with PGP Encryption service provides native FTP transfers with PGP encryption.

For those clients who prefer to transmit via our TIBCO system, the service involves dual verification using our ACH Source Total System. Using this touchtone system, the City may input file totals. These source totals are to be entered before the file is transmitted. Once the ACH system matches the source total to the file, and the file is successfully processed, the City will receive a confirmation fax.



Section 1: Qualifications and Experience

The City also has the option of initiating payments through TD eTreasury through either a file upload, creating ACH templates for recurring use, or initiating one-time transactions.

Before the City's service may begin, TD Bank will test the ACH file to ensure that the transmission of data can be accepted and processed to meet your specific payment schedules.

The Bank cutoff time of ACH is 8:00 p.m. ET, and the offsetting ACH entries are settled on the night of the effective settlement date.

TD ACH Fraud Control

TD ACH Fraud Control services provide the City with effective tools to control the ACH transactions that post to your accounts. Our most comprehensive solution, ACH Positive Pay, lets you create filters to specify allowable ACH transactions using TD eTreasury, our corporate online banking solution. ACH items received that do not match your filter criteria are presented to you via TD eTreasury, allowing you to accept or return the items. ACH Positive Pay also gives you the ability to update your existing filters online to minimize future exceptions.

With ACH Block and Filter service, you'll give the Bank instructions to restrict all ACH activity on your account, or specify the transactions that should be paid automatically. Upon receipt of your instructions, we will begin monitoring your accounts and return ACH items that do not meet your predefined criteria.

You won't need to do anything further once you've defined your block or filter criteria – items will be paid or returned automatically by the Bank based on your instructions.

The Bank provides the following levels of filtering to allowable transactions:

- Authorized entity or company ID (originator)
- Type of transaction (debit, credit, or both)
- Expiration date
- Amount or maximum amount
- One-time / recurring

8. Wire Transfer Services

The bank will provide a complete funds transfer service, which includes secure procedures for facilitating both repetitive and non-repetitive fund transfers. The City will not be charged for transfers between City accounts.

Please include any transmission deadlines for wire transfers, and describe when the funds will be applied to/against the City's account. Provide details on how to reverse or cancel a wire transfer and describe dual controls for approval. Currently, the City enters repetitive and non-repetitive wire transfer templates on-line.

The City has the convenience of initiating wire transfers electronically through TD eTreasury while maintaining appropriate payment initiation controls. User profiles established by the System Administrator govern the level of wire authority for each user (create, approve, create templates, etc.) and associated dollar limits. As an enhanced security feature, dual control is required for all wires.

On TD eTreasury, current day wires with a Fedwire payment method must be submitted by 5:00 p.m. ET. International foreign currency wires must be submitted by 3:00 p.m. ET. US Fed Tax payments must be submitted by 4:00 p.m. ET. Due to the nature of international wires in foreign currency, same day settlement cannot be guaranteed.



Section 1: Qualifications and Experience

Users may elect to create a payment instruction status alert in eTreasury to notify them when a wire is pending their approval, and this alert will be sent directly to your work email address. Additional alerts are available for receipt of an incoming or outgoing wire, etc. Email wire notifications directly from our wire system are also available.

Alternatively, the City may utilize any of our convenient store locations to initiate outgoing wire transfers. The deadline for in-store initiation for domestic wire transfers is also 5:00 p.m. ET. The deadline for international wires in USD or foreign currency is 2:00 p.m. ET.

TD eTreasury will provide the City with real-time notification of the Federal Reference number for all initiated outgoing and all incoming wire transfers. In addition, the City will receive an immediate confirmation that the wire was placed online via TD eTreasury for tracking purposes.

The City will also have the ability to initiate USD international wires and foreign currency international wires to any of its accounts worldwide via TD eTreasury. Wires are initiated with RSA tokens that are supplied when your System Administrator grants users access to functions like creating or approving wire transfers. Wires created by one user must be approved by a second user before they are released.

Through TD eTreasury, the City can execute outgoing foreign currency wires in over 24 Foreign Currencies, all with live and competitive pricing. If you have more extensive Foreign Exchange needs (i.e. looking to hedge your foreign exchange risk), they can be setup on our Commercial Trading Desk. Through our Commercial Trading Desk, you can deal in up to 36 currencies and will be provided with customized currency risk management solutions. Our team of Foreign Exchange Specialists will deliver a comprehensive and highly personalized service allowing you to either trade on the phone or on our online FX trading platform.

Incoming wires received by 6:00 p.m. ET will receive same-day ledger credit. Wires received after 6:00 p.m. ET will receive next-day ledger credit.

9. **On-Line Account Access**

The bank shall provide a secured web based solution that will allow the City on-line access to all City bank accounts and lockbox activity. The system will enable the City user to communicate with the bank, download and archive information, provide daily reporting, facilitate viewing and printing of the front and back of cleared checks, deposit slips, individual deposit items, etc., execute on-line stop payments, perform wire transfers, and access detailed ACH information. Preferably, all activities should be done in one central online website. If not, please submit a list of the different on-line sites they use for each service type (fraud control, online treasury, ach control, lockbox, etc.).

The respondent must have the ability to provide the City with access to on-line balance and account activity reporting with the following minimum prior day and current day information:

- a. Closing ledger balance
- b. Collected balance
- c. One (1) day float
- d. Two (2) days or more days float
- e. Total Credits
- f. Number of credits
- g. Total Debits
- h. Number of Debits



Section 1: Qualifications and Experience

- i. Opening Ledger Balance
- j. Opening Available Balance
- k. Current Available Balance

Individual activity amounts and descriptions to include, but not be limited to, the following:

- a. Deposits
- b. Lock box activity
- c. Wire transfers (incoming and outgoing)
- d. ACH transfers (incoming and outgoing)
- e. Internal bank account transfers
- f. Other bank credits and charges
- g. Individual check amounts paid along with corresponding check numbers and date cleared

Prior day is defined as, at minimum, the previous twenty (20) business days. Current day query file should be updated on real-time basis or periodically during the business day. Respondents should provide a sample of their daily on-line reporting format.

TD eTreasury

TD eTreasury deploys the latest technology to simplify and enhance your online banking experience. This web-based tool provides immediate access to account information 24 hours a day, seven days a week.

- Real-Time Balance and Transaction Reporting with 365 Days of Online History
- 7-year archive of Paid Check, Deposit Tickets, Deposited Items, Debit/Credit Memos, and Return Item Images Available
- Detailed Incoming Wire and ACH Reporting
- Real-Time Stop Payments
- Online Statements (Bank Statements and Analysis Statements)
- Automated Email Report Delivery (additional fees apply)
- Custom Reports – create and export ad hoc reports in addition to standard offerings
- Advanced Search Features - utilize flexible sorting and filtering to easily locate transactions

Payment Initiation Services\

- Domestic and International Wires with Real-Time Foreign Exchange Rates
- ACH Payments including Direct Deposits, Pre-Authorized Debits, Corporate Payments and International ACH
- Real-Time Transfers between Accounts including Loan Payments and Advances

Fraud Protection and Security

- Positive Pay Reporting with Online-Decision Making
- Token Security with Encryption and Authentication
- User Entitlement by Function, Account and Dollar Amount
- Dual Control for Payments and Administrative Functions
- Comprehensive Audit Reporting



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Customized Features

- Cash Position Worksheet – effectively manage daily cash position and forecast future cash needs
- eLearning – simplify training with "Show Me" and "Let Me Try" features
- Alerts and Reminders – receive notification of important events
- Personalized Dashboard – easily enhance your banking experience using widgets

TD eTreasury requires the following minimum system configuration:

- Windows Operating System
- Recommended browsers are Microsoft Internet Explorer 8.0 or above, Firefox 3.6 or above; Safari 5.0 or above; Google Chrome 6.5 or above

Previous day information is available by 5:00 a.m. ET.

eTreasury Reporting

TD eTreasury will provide the City real-time balance and transaction reporting. Current day reporting and previous day reporting are also available for your convenience. TD Bank defines real-time as the actual time during which a transaction posts to our systems which are constantly updated throughout the day.

The City will have access to monthly account analysis statements via TD eTreasury which are issued on or around the 15th of the following month. All analysis reports provide a detail of activity including the average monthly collected balance, balance requirements, itemized services, checks processed, checks paid, deposits, returned items, stop payments, and fees. Accrued interest will also be shown on this analysis report.

Please refer to the Appendix for TD's sample reports.

10. Overdrafts

It is not the intention of the City to overdraw any account. In the event of any overdraft, all checks presented for payment will be paid.

Overdrafts are closely monitored by the Relationship Manager, Pamela Ramkalawan, who has the ability to authorize the payment of the related items and will ensure they are handled in a satisfactory manner. TD Bank recognizes that overdrafts do occur on occasion and we are willing to work with the City if such an event does occur. Your Relationship Manager or other bank representative will contact the City first thing in the morning during normal business days to determine how the overdrawn items will be funded.

11. Stop Payments

Stop payment orders will routinely be initiated electronically.

TD eTreasury offers online access for inquiring, cancelling, and placing stop payments on checks in real-time. Stop payments can also be made over the phone or in any of our stores and are effective immediately, if placed before the 8:00 p.m. ET deadline. The City may cancel a stop payment in the same manner.



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For requesting stop payments of non-sequentially numbered checks, TD eTreasury provides a multiple entry screen for up to ten items. In addition, all stop payments can be monitored via TD eTreasury along with viewing all paid checks. TD Bank's system will verify if a check has been paid before accepting the stop payment. The City will receive notification once the stop payment has been processed.

Stop payments may also be placed over the phone by calling any TD Bank Store or the TMSS team.

12. Lock Box Services

The City currently utilizes lock box services for the credit of utility payments to the City's Concentration account. The respondent will provide a sample of the Lock Box Agreement. In addition, please address the following specifically:

- a. Describe the bank's lockbox products and services. Provide pricing information and turnaround time for deposits.

TD Bank has been providing Wholesale and Retail Lockbox services for over 30 years. TD Bank's quality levels consistently exceed industry standards and are supported by a dedicated team of service professionals that are long-standing TD Bank employees.

TD Retail Lockbox

TD Retail Lockbox allows the City to optimize available funds, improve customer service, and systematically update your accounting system by having the bank process your receivables daily through the use of a designated lockbox. By using TD Retail Lockbox, you will optimize your available funds due to minimizing the float associated with the conversion of receivables into cash.

To allow for data capture in the bank's lockbox processing system, the City's bills or coupons will need to be created using optical character recognition (OCR) technology. Daily contents of your lockbox will be collected from one of our Post locations from Maine to Florida then processed and deposited into your checking account.

TD Wholesale Lockbox

TD Wholesale Lockbox services enable the City to optimize available funds, improve customer service, and systematically update accounting systems by having the bank process receivables daily with designated lockboxes.

Quality lockbox service starts with the production staff. TD Bank has a quality conscious staff with long term associates who are well versed in processing detailed client instructions. The TD Bank workflow is designed to provide a high level of dedication through a team approach to process assigned clients. Through dedicated client assignment, the processing associates become familiar with all aspects of the client workflow and provide a consistent quality service to the client. This workflow approach also contributes to a higher level of accountability with the processing associate to support greater levels of accuracy.

TD Bank recognizes the need to be flexible. Our expert Lockbox Team will work closely with your team to design the most effective processing solution. As with all TD Bank services quality is a primary focus of the lockbox process. TD Bank quality levels consistently exceed industry standards and are supported by a dedicated team of service professionals.



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- b. What controls are in place to insure all payments received are processed the same day received?

TD Bank's lockbox processing facilities are staffed by well-trained, dedicated, and experienced employees. In addition to our employees who are committed to delivering the highest levels of quality and service to the City. We have established metrics in place and various quality control measures to further ensure the timeliness and accuracy of the lockbox services that we provide

TD may change the location of where certain aspects of the services will be provided at any time and without prior notice.

- c. Can you provide a local address for lockbox payments?

The City's lockbox payments will be processed in Lexington, SC.

- d. What are the deposit times for customer's lockbox and how are they determined?

Ledger cut-off time is shown below. There are no ledger cutoff times on weekends and holidays. All work processed after ledger cutoff on Fridays, through the weekend, will be processed for credit on Monday. All work processed after ledger cutoff on the day prior to a holiday and through the holiday, will be processed for credit on the next business day. All funds deposited each business day are subject to TD Bank's next day availability schedule.

Site	Ledger Cut-off (M-F)	Deposit Cut-off
Lexington, SC	6:00 p.m. ET	10:00 a.m. ET
Lewiston, ME	6:00 p.m. ET	10:00 a.m. ET
Williston, VT	6:00 p.m. ET	10:00 a.m. ET
Haverhill, MA	6:00 p.m. ET	10:00 a.m. ET
New Britain, CT	6:00 p.m. ET	10:00 a.m. ET
Mt. Laurel, NJ	6:00 p.m. ET	10:00 a.m. ET
Washington, DC/VA	6:00 p.m. ET	10:00 a.m. ET

- e. How many availability schedules are offered to your retail lockbox customers? Is the schedule you are offering the best retail schedule?

TD Bank focuses on providing custom lockbox solutions. TD Bank recognizes the need to be flexible with supporting customer requirements. The time of day that lockbox activity is available is customer specific. The lockbox cutoff will dictate when the activity will be available for viewing online. If the City does not specify a cutoff time, activity is available online by end of day. Our expert lockbox team will work closely with you to design the most effective processing solution.

- f. What is the earliest transmission time available to a customer without affecting your ability to deposit all checks received for a ledger credit day?

TD Bank's typical transmission window is between 3 and 5 p.m. ET.

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- g. Do you use a third-party processor, including couriers, for any part of this service? If so, please explain.

Mail is picked up by bonded courier and delivered to the TD Bank lockbox processing center. Mail receipt is logged to ensure all deliveries are fulfilled. Tray volume received is compared to historical log data to ensure projected volumes are received. Any discrepancy is reported and followed up on with post office management to validate mail status. Manual or automated mail sorting is executed as needed. Sorted mail is staged in client specific bins for further processing by the lockbox operators. client mail bin assignment also includes the priority or client deliverable deadline to ensure lockbox operations is executing an efficient and timely workflow. Inbound staging bins are constantly monitored throughout the day to ensure all mail received has been pulled and processed.

Shifts vary from site to site and are schedule based on projected mail volumes with consideration to peak processing periods.

TD may change the location of where certain aspects of the services will be provided at any time and without prior notice.

- h. Can you provide daily images of all checks and remittance advices? If so, in what formats (on-line, CD rom, other)? How long is this information available in archives?

TD Bank Lockbox services include access to an internet-based online archive that supports 24/7 client access. All processed documents can be presented to the City via the online archive tool. Options to search for and retrieve transaction information are flexible and driven by the data fields that are captured during processing.

The City will have the ability to download images, save queries, print documents, and generate related reports. You will have the opportunity to export the reports in a .CSV or HTML file format. The level of detail is client specific. Standard details (i.e. check routing number, account, check number, amount) regarding the check are included with the option for additional detail (i.e. remitter name, invoice number etc.) to report as per the City's requirements.

TD Bank's Lockbox platform can provide daily images of all checks and remittance advices. The images are available via our web based online platform TD A/R Direct. Check and document images from standard processing are available for viewing throughout the day as work is processed. All images for an entire day are available approximately two hours after the end of day processing.

- i. Can you process checks for multiple accounts with minimal errors?

TD Lockbox services can process multiple payments with a single check, a single payment with multiple checks, or multiple payments with multiple checks. During lockbox implementation, the Implementation Team will work with the City to understand and tailor its processing requirements.



Section 1: Qualifications and Experience

- j. What instances generate exceptions and how are exceptions treated (rejected, forwarded to the City for processing, etc.)?

TD Bank tailor's lockbox processing requirements for each client. During lockbox implementation, the Implementation Team will work with the City to understand your processing requirements and handling procedures.

TD Bank's enhanced on-line platform affords our customers with the ability to “decision” items for same-day processing. It can reduce the time of payment exception processing from days to minutes for wholesale lockbox users. When missing information prevents a wholesale payment transaction from being processed, the on-line decisioning solution displays an image of the “exception” transaction on-line. The City can submit processing information instantly, for same-day processing, rejection and deposit. This solution will help our lockbox customers reduce float, improve customer service and create efficiencies.

- k. What is the reject rate? Please describe the process of rejecting a payment.

TD's currently reject rate is 0.00735%

If the City wishes, TD is able to return all rejects and correspondence to the City in the original envelopes on the agreed upon delivery schedule. Any remittance documentation, correspondence, and rejects that are associated with a check can be imaged as part of the transaction. After scanning, the remittance documents are either retained at the processing site or prepared for delivery to the City. Note that batches are bundled so that integrity is maintained.

13. Foreign Check Deposits

From time to time the City will receive Canadian and other foreign checks for payment of utility bills. Canadian and foreign checks will be deposited in U.S. dollars on the day of deposit. A foreign exchange adjustment will not be permitted.

Canadian Checks – Next day availability for all items under \$50,000.00 to be converted at the prevailing spot rate if made before 8:00 p.m. ET at a store location. Regular deposit fee applies. Checks over \$50,000.00 will be sent to the foreign check collection department with an estimated 6 – 8 week timeframe for funds availability.

14. Cashing Petty Cash Checks

The bank will cash petty cash checks at no charge to the City or employee cashing the check. The bank will require that the employee present a current City issued identification card to cash Petty Cash Checks.

TD is able to meet the requirement above.

15. Returned Items

1. The bank will make one (1) attempt to present again any deposited checks returned due to *Insufficient or Uncollected Funds*. The City will not be assessed a penalty fee until after the second failed attempt to clear the item, unless redeposit is not practical.
2. Checks that are returned due to *Closed Accounts* will be immediately returned to the City.
3. Checks lacking the *City's endorsement* for deposit will *be guaranteed* by the bank and not returned to the City.



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4. Checks deposited *lacking signature* shall not be presented for payment, and immediately returned to the City.
5. Checks redeposited a second time will not result in a deposit fee at the time of redeposit.
6. Checks *not honored/paid* after the *second presentment* due to *insufficient and/or uncollected funds, or closed account*, will be returned to the City within the time period specified in the Florida Statutes.

Please provide the various methods of notification of returned items available to the City.

TD Bank provides an automatic re-deposit service for dishonored items. The City's profile/special instructions will dictate criteria for which items are eligible for redeposit and also provides a specified the dollar value.

Dishonored items are only eligible for redeposit once.

TD Bank can provide the City's with notifications and online access to front and back electronic images using TD eTreasury. Images are available in TD eTreasury the business day following receipt of the item.

The City's may elect to receive an email notification of any return deposited item.

A previous day return item report is also available on TD eTreasury containing 365 days of return item history listing all check and ACH returned items, including images of returned checks, date of the returns, and the dollar amounts.

16. Earnings on Deposit

The City is charged for banking services through an Account Analysis calculation (discussed in Section 25 below), whereby the bank bills for the quantity of services provided multiplied by a specific unit cost less an Earnings Credit. The Proposer should identify the 'earnings credit' rate index used. Please note: this rate should be fixed for the contract term.

TD Bank's ECR is managed by a central leadership rate committee on a monthly basis, and is based on competitive data and various indices. These indices include but are not limited to:

- U.S. Treasury Bill
- Short-term auction rates
- Monthly average short-term LIBOR
- Fed Funds
- Other investment/economic barometers

Accounts are analyzed collectively each month to establish the total Investable Balance and Service Charges.

Investable Balance = Collected Balance – 10% Reserve Requirement

Earnings Credit Allowance = Investable Balances x Earnings Credit Rate x Days in Month ÷ 365

Balance Required to Offset Services =
$$\frac{\text{Service Charges}}{\text{Earnings Credit Rate} \times \text{Days in Month} \div 365 \text{ Days in a Year}}$$



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TD Bank’s ECR and Interest rates are not directly tied to any specific financial market rate at this time. We utilize a “managed” rate method of determining ECR and interest each month. In the management of these rates, a central leadership rate committee examines competitive data and various indices, including US Treasury Bill, short-term auction rates, monthly average short-term LIBOR, Fed Funds and other investment/economic barometers to determine when changes to TD Bank’s ECR & Interest rate is required. Rates are established each month based on real-time positions in these indices and are tempered by historic and emerging trends or events. TD Bank reserves the right to change its rate and methodology from time to time in its sole and absolute discretion without regard to any external interest rate index or market conditions.

The Earnings Credit will be applied on your TD Bank account analysis statement to offset fees incurred during the monthly cycle.

TD Bank does not offer pricing tied to a specific index. Our rates our bank managed and subject to change at any time.

17. Bank Statements and Account Reconciliation

Monthly bank statements will be for the full calendar month and will be delivered to the City within seven (7) business days after the end of the month, preferably in electronic format. Daily deposits, cleared checks, wire transfers, ACH’s, and all other debits and credits must be sorted by date. Accompanying the statements will be front and back copies of all cancelled checks, sorted by check number. In addition, the City requires that cancelled checks images (front and back) be provided on CD ROM in a searchable format.

The City requires the bank to provide a full account reconciliation program for the Accounts Payable Account. The information provided should include the check number, amount of check, and date check was paid. This information should be available immediately at month-end in excel or text file format.

Debit and credit advices are to be issued for deposit discrepancies within 24 hours of deposit.

TD eTreasury will provide the City real-time balance and transaction reporting. Current day reporting and previous day reporting are also available for your convenience. TD Bank defines real-time as the actual time during which a transaction posts to our systems which are constantly updated throughout the day.

The City will have access to monthly account analysis statements via TD eTreasury which are issued on or around the 15th of the following month. All analysis reports provide a detail of activity including the average monthly collected balance, balance requirements, itemized services, checks processed, checks paid, deposits, returned items, stop payments, and fees. Accrued interest will also be shown on this analysis report.

	Online	By Mail
Bank Statements	1 Business Day	5 Business Days
Full Reconciliation Information	1 Business Day	10 Business Days
Account Analysis Statements	10 Business Days	10 Business Days



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Full Reconciliation Services

Full Reconciliation Services provides a detailed reconciliation statement including a consolidated report that includes a listing of checks paid, checks outstanding, stops and cancelled checks. The reconciliation package also includes reports detailing debits and credits along with a DDA settlement including any adjustments to the account. A reconciliation statement can be prepared weekly, bi-weekly, or monthly to coincide with the City's bank statement. To allow for data capture in the Bank's reconciliation system, the City will need to have a check serial number MICR encoded on all checks.

Monthly, or on a predetermined schedule, a file of checks issued will be transmitted to the Bank. Check issue files must include check number, date of issue, amount, and account number. Once the Bank receives the issue files, the Bank will match the checks issued against the checks paid to produce an "outstanding check issue report."

Before the service can begin, the Bank will need to establish a test transmission to ensure the file layout and transmission are ready to process at the time of the first reconciliation. Within five business days after the last issue file is received following the scheduled date for reconciliation or receipt of the final check issue file for the current reconciliation period, the City will receive a fully reconciled report and outstanding check issue report.

Benefits of TD Full Reconciliation include:

- Consolidated statement of outstanding checks
- Significant time savings is realized in reconciling bank statements
- Processing schedules to meet your needs Simplifies internal reconciliation
- Special daily reports are available upon request
- Provides the option of paying for services by maintaining compensating balances or by direct charge through account analysis

We primarily use BAI as our standard format to facilitate interfaces and data exchange. We are happy to customize formats for your unique situation as needed. Full Reconciliation reports are available within five business days after they have been cut as long as the City has sent TD Bank all issue files.

18. Banking Supplies

The depository Bank will provide all necessary banking supplies at no charge to the City. These shall include, but not be limited to, deposit bags, deposit slips in triplicate and deposit stamps. Accounts Payable and Payroll laser checks are printed in-house including complete MICR encoding. For these checks, the City purchases blank safety stock.

TD will provide the City an initial amount of \$1,500 towards its choice of banking supplies. Any additional supplies exceeding this amount can be obtained at standard cost.

* Coin wrappers are provided at no cost.



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19. Armored Car Services

The bank will provide the City with an Armored Courier Service for pick-up of the City deposits for same day deposit. The average daily cash transported by Armored Courier Service is \$69,000. Daily pick-up will be required no earlier than 10:00 AM and no later than 4:00 PM for same day credit every day the City is open for business:

City Hall 4800 West Copans Road Coconut Creek, FL 33063 (Monday through Thursday)	Community Center 1100 Lyons Road Coconut Creek, FL 33063 (Monday through Friday)	Recreation Complex 4455 Sol Press Blvd. Coconut Creek, FL 33073 (Monday through Friday)
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The armored courier service company provided by the bank will make available to the designated City pick-up location and keep current photo identification and signature specimens of each and every person assigned to pick up such deposits from the City location. The City will rely on this documentation for turnover of the daily deposits.

Each and every deposit pick-up, regardless of location, will be receipted for by signature in a city maintained logbook.

A credit will be applied to the City’s charges on the analysis statement in the event that the courier fails to pick-up at the designated time and location.

TD Bank utilizes partnerships with multiple armored car and safe vendors to provide coin and currency along with smart safe services. We are contracted with Brinks, Garda, and Loomis.

Through our partnership with highly experienced Armored Carrier and Money Center vendors, your deposits can safely and efficiently reach your bank account.

- Established fleet of bonded drivers through Garda Global Brinks, Inc., and Loomis Armored
- Flexible scheduling may be possible to meet the needs of your business
- Next day delivery of currency/coin orders submitted by 11:00 a.m. ET (Garda & Brinks) 9:30 a.m. ET (Loomis)
- Video surveillance systems monitor all processing
- High speed currency and coin counting equipment for optimum efficiency
- Bonded employees
- Direct link to TD Bank for same day posting of cash deposits
- Automated touch tone phone system for change order

All contract negotiations for Armored Carrier services and the associated costs are between the City and its preferred courier. With TD Bank, the City has the option to choose any Armored Carrier as TD Bank has relationships with all the major providers.

20. New Services

The bank shall provide safety deposit boxes, if needed, and in sizes to be determined, at the request of the City. Please include a schedule of costs associated with this service.

TD Bank’s safe deposit boxes provide safekeeping for difficult or impossible to replace business and personal valuables and documents in a trusted facility that is highly secured, monitored and controlled by numerous physical premier technologies.



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Safe Deposit Box benefits include:

- Low-cost protection – For just pennies a day, Customers can securely store critical documents
- Dual control – two key system
- Easy access to belongings 6 days a week in a private viewing room
- No hassle – No long term commitment.

Below are box sizes (depth x width):

- 3x5
- 3x10
- 5x10
- 10x10

Pricing and availability will be provided upon request.

21. **Emergency Services**

The bank shall be prepared to deliver banking services within twenty-four (24) hours of a disaster event (hurricane, tornado, wildfire, etc.). The bank shall provide information regarding their disaster recovery plan, including specific plans related to servicing the City, in the event of a disaster. The bank shall provide a listing to the City semi-annually of bank contact names, phone numbers, and physical location to be available to assist in the event of an emergency.

TD Bank maintains backup processing. Site and capabilities are confidential to ensure optimum security for processing in the event of a disaster. The locations and capabilities are not disclosed for security reasons. TD Bank's robust enterprise-wide BCM program includes formal crisis management protocols and continuity strategies that accommodate both short-term and long-term recovery initiatives. We regularly maintain and exercise business continuity and disaster recovery plans to address the loss or failure of any component on which critical functions depend.

Upon notification from the City of a disaster, TD Bank and your Relationship Management Team would assess your needs and provide support services as applicable. We have a history of going above and beyond normally expected service lengths to provide for our clients.

22. **Emergency Cash**

The City may occasionally request a large amount of cash in the event of an emergency. Request for such funds are generally given with 48 hours' notice but could be given as late as 24 hours' notice.

TD Bank will work with the City to accommodate any of its special disaster needs. During our implementation, we will discuss this process and detail specific steps to meet your specifications.

Should the City choose to utilize a vault service provider in the event of a disaster, TD Bank can support orders processed for a City emergency event. Orders must be received by 11:00 a.m. EST for deliveries expected the next business day. Emergency orders or orders after the 11:00 a.m. EST cut-off time can be processed between 11:01 a.m. and 2:00 p.m. EST for pick up by your armored car company within three hours. Assuming your vault service provider is not impacted by the same "Disaster event", orders would be processed as an emergency request until 2:00 p.m. EST on any given business day.



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23. Change Service

Coins and currency are occasionally requested by various departments within the City, either for special events or cash drawers. These requests should be made available to the City at no charge.

TD will meet this request.

24. Costs of Account Maintenance

- a. The City shall pay for banking services using an *Account Analysis* calculation, whereby the bank shall bill for the quantity of services provided multiplied by a specific unit cost less an *Earnings Credit*. The bank shall provide the City with a monthly account analysis statement within seven (7) business days after the month end, preferably in electronic format, for each account detailing activity volume verses associated unit costs, cost extensions and a summary analysis for all combined
- b. Any and all costs due to the bank shall be deducted from the City's bank account on a *semi-annual basis*.
- c. In the event that the earnings exceed all applicable fees, the bank shall deposit the excess earnings on a semi-annual basis.
- d. There shall be no other costs to the City other than those included in the monthly analysis.
- e. Respondents should provide a sample monthly analysis statement along with their proposals. The account analysis should include, at a minimum:
 1. Service rendered
 2. Average Collected Balance – The average daily ledger balance less average daily float.
 3. Current Month's Earnings Credit Rate – The respondent shall identify the index used.
 4. Current Month's Earnings Credit – The balance of the uninvested collected balance (during the month for which charges are being billed), multiplied by the Current Month's Earnings Credit Rate, divided by 365 days, multiplied by the number of days in the month (for which charges are being billed)
 5. Net Service Charge – Total service fees less the Earnings Credit.

TD Bank is offering the City our TD Municipal Advantage Checking account, which will provide the City the maximum flexibility along with the increased control to achieve the best possible return on funds.

In this tailored solution, the City will receive an Earnings Credit Rate (ECR) of 0.30%. All excess funds not required to offset service fees will automatically receive an interest rate 0.15%. The ECR and interest rate are bank managed and subject to change at any time at the bank's discretion.

The TD Municipal Advantage Plus Checking account settles **monthly**. The ECR is applied to all investable balances. No analysis charges will be incurred when the earnings credit allowance is sufficient to cover the monthly cost of services. Should your collected balances be insufficient to offset the cost for services, a charge will be deducted from your account on the month following the month of service incurred.

All of the monthly excess investable balances earn interest. Accrued interest will be credited to the City's account(s) on or around the 15th of the following month.

Please refer to the Appendix for TD's sample statements.



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25. **Continuous Service**

The bank shall maintain support on a continuous basis without interruption of service. Continuing disruption of service shall be cause for termination of contract.

TD will meet this request.

In the event that online capabilities and functionality for any service are temporarily unavailable for any reason (power failures, etc.) or a disaster occurs within TD Bank's or the City's electronic systems, mirrored data-backup data is housed off-site with a secured third party.

TD Bank maintains backup processing. Site and capabilities are confidential to ensure optimum security for processing in the event of a disaster. The locations and capabilities are not disclosed for security reasons.

TD Bank's robust enterprise-wide BCM program includes formal crisis management protocols and continuity strategies that accommodate both short-term and long-term recovery initiatives. We regularly maintain and exercise business continuity and disaster recovery plans to address the loss or failure of any component on which critical functions depend.

Upon notification from the City of a disaster, TD Bank and your Relationship Management Team would assess your needs and provide support services as applicable. We have a history of going above and beyond normally expected service lengths to provide for our clients.

26. **Access to Records**

The City or its authorized representative shall have access to the books and records maintained by the bank with respect to the City's bank accounts at all reasonable times. Such books and records shall be preserved by the bank as required by applicable regulatory agencies.

TD's financial and accounting records are maintained in accordance with GAAP. Other bank records are maintained in accordance with industry standard banking practices and applicable law. Review and audit of bank records may be made available subject to bank policy and to various confidentiality, privacy, security, and other banking laws and regulations that may otherwise restrict or prohibit access to TD's financial and banking records by third parties.

27. **Transition Plan**

Respondent shall describe their conversion plan to transfer assets of the City to the Bank. Include information regarding lead-time necessary before the contracts can be implemented, and include details of the plan for educating and training City employees in the use of the bank's systems. Provide a timeline schedule and any applicable charges for the conversion plan.

TD Bank distinguishes itself from its competitors by taking a larger role in the initial framework, development, and launch of the client's transition to the bank. Upon notification of the award decision from the City to implement new services, your Relationship Management Team will be assigned and will work closely with your assigned Project Manager to coordinate all aspects of the project. TD Bank meets with key stakeholders at the City to determine the most efficient schedule for the program to be implemented.



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Your Relationship Management Team will partner with the City's Project and develop a timeline of implementation, task ownership, parallel processing with existing systems, and critical path. TD Bank will hold regularly scheduled calls with the working team to ensure that all requirements for the implementation are being met. Your Relationship Management Team will provide all the necessary documentation for the implementation and will be responsible for engaging the appropriate bank resources.

The Implementation Team and your Relationship Management Team will interface with the City's employees to ensure all concerned parties are trained on all related systems such as on-line banking and remote deposit capture services. Your Relationship Management Team will also ensure that the City's employees receive the contact information for our TMSS Team and that "Day One" processing runs smoothly. Your Implementation Team and Relationship Management Team will remain assigned to you until all areas of the transition are complete and you and your employees are comfortable that all functions are working smoothly in all areas of the bank.

All areas of the transition will be covered including, but not limited to:

- Treasury Management documentation
- Transmission Testing
- Coordination of internal bank departments and required set ups
- On Site Training schedules for products & services
- Any 3rd party vendor requirements and follow-ups, i.e. courier
- Transition of funds and checking activity

The sample Onboarding Service Level Agreement on the following page provides details on the implementation process for core and enhanced banking services. TD Bank works with your project team to ensure that transition is progressing in a smooth and timely manner. Your Relationship Management Team will manage the project plan for the implementation.

Treasury Management Onboarding Service Level Agreement (SLA)	
City of Coconut Creek	
All SLAs are Business Days ** Custom File Formats will require additional development time	
Service/System	Customer SLA
Account Recon Full	56
ACH Online Transmission	15
ACH Direct Transmission	54
ACH Positive Pay	30
BAI	49
Commercial Card - No Logo or Logo Only	47
Commercial Card Direct Transmission	52
Corporate Payment Notification	12
CPN Via Direct Transmission	52



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Digital Express Custom	42
Digital Express	15
Lockbox Direct Transmission	54
Wholesale - IntegraPay/Klik/Mellon	37
Positive Pay Check Block	16
Positive Pay Via eTreasury	39
Positive Pay Via Direct Transmission	56
TD eTreasury	17
Vault Processing - Multiple Vendors	17
Wire Transfer (Online)	17
Wire Advice Notification - New	15
ZBA - Fidelity	12

28. Miscellaneous items

Please outline any Banking Incentive Programs for City employees such as, free or reduced cost checking accounts, reduced rate loans and other free or reduced cost services provided to the Bank's customer's employees.

The TD Bank at Work Program is a convenient one-stop shop for all of your employees' banking needs and we bring it right to your doorstep.

During our Bank at Work events, we'll have meaningful conversations with your employees about products and services that are right for them. What's even more convenient is that we can open their account, set up direct deposits and even complete credit card applications right on the spot!

Why Should You Invite Us to Your Business?

- You'll provide convenience to your employees; giving them access at work to our financial experts can save valuable time.
- We'll make Direct Deposit easy to take advantage of; that means fewer checks to distribute.
- We have great new account opening incentives and bonuses.

We're More than Just Great Checking

- Live Customer Service 24/7
- Free mobile banking app with mobile deposit
- Free access at thousands of TD ATMs in the U.S. and Canada
- Open late with extended hours
- Online banking with free bill pay and balance alerts
- TD Bank Visa® Debit Card on the spot

TD Bank will be able to cash the City's checks without charges to either the City or the check payee.



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The City currently has separate agreements in place for Merchant Credit Card Services. However, the City reserves the right to add these services upon expiration of the current agreement.

TD Bank offers TD Merchant Solutions. TD Merchant Solutions is a full-service Merchant Acquiring provider with a team of subject matter resources specializing in payment processing. We are a sponsor bank and have relationships with all major card and debit networks (i.e., Visa, MasterCard, Discover, AMEX). TD Bank Merchant Solutions utilizes Fiserve (formerly First Data): which enables us to leverage the infrastructure of one of the largest processors; accessing multiple processing options, card acceptance solutions and high-performance standards. TD Merchant Solutions also works with different hardware vendors and PCI Compliance partners, providing us with access to new product development insight, leading qualified security awareness and subject matter experts.

The City currently has a separate P-Card agreement in place to purchase and pay for goods and services. However, the City reserves the right to add these services upon expiration of the current agreement. Please provide information regarding processing procedures, software packages, as well as any associated fees in the proposal.

TD Commercial Plus Card

The TD Commercial Plus Card provides robust purchasing and travel card functionality through a single consolidated card program. The globally accepted Visa charge card will help the City reduce costs and add efficiency to the procure-to-pay process while maintaining control. Designed to support a wide range of payments types, including indirect and direct spend, this flexible solution may also be custom tailored to accommodate your specific reporting and risk management needs. The included and feature-rich TD Commercial Plus Card Online platform for program management and reporting completes this value-added solution which will directly help your organization:

- Consolidate multiple card programs
- Provide (Or Utilize) physical plastic, ghost, declining balance and virtual cards
- Reduce the cost, effort and time to procure and pay
- Streamline process and create efficiencies
- Accounting code allocation available
- Generate working capital improvements
- Extend disbursement float and increase DPO
- Negotiate preferred trade terms with suppliers
- Increase visibility into company spend with enhanced reporting
- Improve controls and contract compliance
- Produce income through rebates (minimum spend required for eligibility)

Full Suite of Commercial Card Solutions	
Distributed Cards	<ul style="list-style-type: none"> - Physical plastic cards - Distributed to empowered employees - Possibly eliminate PO and 3-way match - Commonly used for "low" dollar purchases and T&E
Centralized Cards	<ul style="list-style-type: none"> - Physical plastic, ghost (no plastic) or vendor cards - Managed in a centralized environment (Ex: Purchasing Dept.) - Possibly eliminate PO and 3-way match - Commonly used for "low" and "high" dollar purchases



Section 1: Qualifications and Experience

Virtual Cards	<ul style="list-style-type: none"> - Multi and single-use virtual accounts - Leverage existing A/P systems and workflows - Continue to use a PO, 3-way match process - Commonly used for invoiced A/P disbursements
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TD Bank manages the Southeast Florida Governmental Purchasing Card Co-Op, for which the City of Deerfield Beach is the lead agency. The Purchasing Card program was awarded through a competitive RFP process. There are several municipalities currently participating and more have expressed an interest to join. By participating in this Purchasing Card program the City will derive the benefits outlined below. This also provides the ability to earn a rebate based on the overall spend of the entire Co-Op.

The City currently does not utilize Remote Deposit Capture. However, the City reserves the right to add these services in the future. Please provide information regarding processing procedures, software and hardware requirements, as well as any associated fees in the proposal.

TD Digital Express

Save time by depositing checks on your schedule. TD Digital Express allows you to scan and send all of your check deposits from any of your locations, without coming to a TD Bank Store.

Connect your TD Digital Express scanner to a PC that meets system requirements and you're ready to go. Simply enter your deposit total and load a batch of checks into the scanner. The scanner reads the checks, verifies the total against your total entered and sends the information to TD Bank via secure online connection. Deposits received before 9 pm EST are credited to your account the same business day.

Key Benefits/Features

- Saves the time and effort required to drive to the bank for check deposit purposes
- Eliminates the need for multiple banking partners
- Provides a deposit opportunity during contingency operations related to weather, transportation, or work disruptions

29. **Service Enhancements**

Propose any new financial services that may be considered for further improving the effectiveness of the City's treasury management operations that are not otherwise addressed herein. Include related costs to the City.

TD Bank has a strong product development and enhancement discipline. We continually work with our vendor partners and most importantly our customers to develop new products and find ways to enhance your Banking experience. We are continually looking for ways to leverage technology to push more of the administrative burden to our web platforms.

TD Bank Product Management & Development is a fully evolved line of business within TD Bank Treasury Management. We have well over 100 active projects that are all directed at the Customer Experience.

We have numerous industry affiliations that allow us stay abreast of industry trends on behalf of our Customers. Many of our Product Mangers have been in the Financial Services industry for a number of years, which affords them a unique perspective that enables them to develop and enhance our product sets.



Section 1: Qualifications and Experience

Keeping products current in an era of rapidly evolving technology is certainly a major concern and challenge for all banks. In-house developments of technology based solutions tend to delay implementation and make it difficult to enhance and upgrade products. When needed, our solution at TD Bank is to seek out providers and partners with the best available technology applications. Our vendor partnerships demonstrate this philosophy.

We at TD Bank Product Management & Development will work closely with our Sales partners to ensure that the City's needs are not only met, but exceeded!

Below are a few services that might benefit the City:

TD Paymode-X

TD recommends our Paymode-X with Visa Payables solution to the City which is an electronic payment network that helps finance departments accelerate payment automation to maximize efficiency, security and rebates. Unlike traditional approaches to card and ACH payments, TD Paymode-X with Visa Payables offers an integrated payment solution which includes rebate incentives on ACH and card spend. Having immediate payables automation momentum via network matches, eliminates the need for AP to enroll vendors and maintain bank details and speeds implementation with integration into any accounting system and bank. TD Paymode-X with Visa Payables is the perfect complement to a new or existing card program and can also be used as an end-to-end-solution to maximize automation and financial returns.

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Section 1: Qualifications and Experience

30. General Information Required

1. In accordance with Section 280.17 of the Florida State Statutes, the City's depository bank must be continuously recognized as a Qualified Public Depository by the Office of the Treasurer of the State of Florida. Please provide documentation showing that your bank is a qualified public depository.
 - a. Provide a copy of your most recent Qualified Depository Monthly and Annual Report provided to the State of Florida Department of Financial Services



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


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

This is to certify that

TD BANK, N.A.
2035 LIMESTONE ROAD
WILMINGTON, DELAWARE 19808

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

Given under my hand this 14th day of April, 2011.



CHIEF FINANCIAL OFFICER, STATE OF FLORIDA

DFS-J1-1002
Rev. 3/92



Section 1: Qualifications and Experience

- b. Provide a copy of your most recent Quarterly Consolidated Reports of Condition and Income, and any amended reports, required by the Federal Deposit Insurance Act.

TD Bank's most recent financial information including copies of our most recent Quarterly Consolidated Reports of Condition and Income, and any amended reports, required by the Federal Deposit Insurance Act are available online at:

<https://www.td.com/investor-relations/ir-homepage/ir-homepage/investor-index.jsp>

- 2. Provide a copy of the banks' audited financial statements for the past two (2) years.

TD Bank's most recent financial information including copies of our audited financial statements is also available online at:

<https://www.td.com/investor-relations/ir-homepage/ir-homepage/investor-index.jsp>

- 3. Discuss key measures of the bank's financial strength (total assets, market capitalization, collateralization etc.)

TD had CDN\$1.7 trillion in assets on January 31, 2021. TD also ranks among the world's leading online financial services firms, with more than 14 million active online and mobile customers. The Toronto-Dominion Bank trades on the Toronto and New York stock exchanges under the symbol "TD".

TD Bank, N.A. is a National Association that is a wholly-owned subsidiary of TD Bank US Holding Company which is in turn an indirect, wholly-owned subsidiary of the publicly owned TD (Toronto-Dominion) Bank Group of Toronto (TDBFG), Canada, a top 10 financial services company with the largest branch network of any bank operating in both the United States and Canada.

- 4. Provide proof of your bank's current rating from Standard & Poor's or Moody's. Include ratings for bank financial strength, bank deposits and issuer rating.

Credit Ratings*

	Moody's	S&P	DBRS
The Toronto-Dominion Bank	Aa1	AA-	AA (high)
TD Bank, N.A.	Aa2 (Long Term Deposits) A2 (Long Term Debt)	AA-	AA

Section 1: Qualifications and Experience

5. Identify the size and scope of your public banking unit, banking officers' responsibilities for City's accounts, role and relationship, and relevant credentials and experience of each person on the relationship management team. Please provide a resume for each member of the relationship management team, including address, phone, fax and e-mail contact information. Does the Bank provide a toll-free number for Customer Service?

TD Bank is pleased to introduce the City's dedicated Relationship Management Team:

Government Banking

Pamela Ramkalawan Vice President, Government Banking Officer

5900 N. Andrews Ave. 2nd Floor
 Ft. Lauderdale, FL 33309
 Phone: (954) 233-2064
 Cell: (561) 866-8368
 Fax: (954) 233-2037
 Email: Pamela.Ramkalawan@td.com



Pamela Ramkalawan will manage the City's relationship. Ms. Ramkalawan has the necessary authority to carry out any tasks required to effectively and efficiently manage the City's relationship with TD Bank. Ms. Ramkalawan has over 18 years of banking experience exclusive to Florida of which 16 years has been dedicated to Government Banking. The balance of her banking career was in retail banking and operations. As a former Government Banking Specialist at Wachovia Bank (currently Wells Fargo), Ms. Ramkalawan was responsible for supporting many municipal relationships.

Ms. Ramkalawan supported some of Florida's largest government entities including Broward County, Broward County Public Schools, Palm Beach County, Miami-Dade County, Broward County School Board and the Seminole Tribe of Florida to name a few. Today, Ms. Ramkalawan manages many familiar relationships in addition to the City of Lauderhill, City of Tamarac, City of Sunny Isles Beach, City of Pembroke Pines, Miami-Dade Clerk of Courts and the Housing Authority of Miami Beach, just to name a few.

Ms. Ramkalawan holds a BS degree in Business Management. She is also an active member of TD Bank's diversity program where she is currently the "Women in Leadership" chair for Florida. She also participates in many local and state governmental organizations such as the FGFOA, Florida League of Cities, Florida City and County Management Association and many others.

Ms. Ramkalawan will bring her unique qualifications and knowledge of account structures, lending, treasury management services and other various services to your banking relationship with TD Bank.



Section 1: Qualifications and Experience

Tonya England **Government Banking Sales and Service Specialist**

5900 N. Andrews Ave. 2nd Floor
Ft. Lauderdale, FL 33309
Phone: (954) 233-2054
Fax: (954) 233-2037
Email: Tonya.England@td.com

Tonya England, will be the City's dedicated servicing representative. Ms. England will aid Ms. Ramkalawan with the daily management of the relationship. Ms. England will bring her wealth of customer service experience and coordination skills to the City's relationship. Ms. England's servicing skills were acquired over a period of 15 years in the travel industry and 10 years in the banking industry, which included training clientele and coordinating projects.

Treasury Management Services

Andrea Tyrell-Grant **Vice President, Senior Treasury Management Sales Officer**

5900 North Andrews, 2nd Floor
Fort Lauderdale, FL 33309
Phone: (305) 968-1918
Email: Andrea.Tyrell-Grant@td.com
Fax: (954) 233-2037



Andrea Tyrell Grant is TD Bank's Vice President and Senior Treasury Management Sales Officer for the Broward County Market. Andrea utilizes over 30 years of banking experience to grow the Treasury Management line of business, working across Commercial, Middle Market, Government Banking and Commercial Real Estate segments.

Prior to joining TD Bank in 2009, Andrea began her career at Citibank where she held positions of increasing responsibility in the retail segment before joining the Treasury Management team. Andrea previously held Series 7, 24, 63 Securities and Life Health and Variable Annuities licenses. Andrea possesses a wealth of knowledge about the South Florida market, where she has worked and resided since 1981.

Andrea is a graduate of Miami Dade College and a board member of the South Florida Association for Financial Professionals. In her spare time Andrea is an avid reader, especially of all historical genres.

Amanda Soto **Treasury Management Sales Support Specialist**

9715 Gate Parkway
Jacksonville, FL 32246
Phone: (904) 807-9013
Email: Amanda.Soto@td.com



Amanda has over 14 years of banking experience as of 2019 and currently services as Treasury Management Sales Support Specialist for all of Broward and Palm Beach County. She supports various lines of business including Government and Not for Profit, Commercial, Small Business and Commercial Real Estate.



Section 1: Qualifications and Experience

Amanda began her banking career in Treasury Management as an Onboarding Specialist supporting the Government & Not for Profit/Commercial banking groups for all of North Florida. She transitioned from that role into the Sales Analyst role where she added support for the Middle Market Line of Business. Her most recent role included supporting the national footprint for Commercial Real Estate clients. She also has experience in supporting various specialized industries prior to TD Bank, such as Sports and Entertainment, National Auto Dealer Finance Holding companies, Healthcare, Business Banking, Private Wealth (Attorneys and Physicians), and Municipalities.

Amanda has her bachelor's degree in Business Administration from the University of Florida, Gainesville.

Treasury Management Service Support (TMSS)

The City will have access to our dedicated Treasury Management Services Support (TMSS) Team that services only Treasury Management clients. When a Treasury Management Services Support representative answers the phone, they own the inquiry. A live person will always answer the phone: voicemail is not an option. TMSS can also be reached via email at TMSS@td.com.

TMSS can be contacted at (866) 475-7262 and is operational Monday through Friday 7:30 a.m. to 8:00 EST, Saturday from 8:00 a.m. to 4:00 p.m. EST, and Sunday 11:00 a.m. to 3:00 p.m. EST.

6. For the past three (3) years, identify fully the extent to which your bank or individual partners or employees have been subject to any ongoing municipal securities or banking investigations, party to any municipal securities or banking litigation or arbitration, or the subject of a subpoena in connection with a municipal securities or banking investigation. In addition, include any such investigation which concluded in an enforcement or disciplinary action ordered or imposed in the last three (3) years.

TD Bank, N.A. has routinely engaged in legal proceedings occurring in the ordinary course of its business, both throughout its footprint and elsewhere in the United States, none of which have a material impact on the financial condition of TD or on TD's ability to perform under the proposed contract. Appropriate measures are in place to defend or dispose of such matters. Material matters are disclosed in TD's consolidated financial statements.

7. Provide a statement as to whether the selection of your bank will result in any current or potential conflict of interest. If so, your bank's response must specify the party with which the conflict exists or might arise, the nature of the conflict, and whether your bank would step aside or resign from the engagement or representation creating the conflict. Please disclose any financial or contractual relationship that your bank or any individual member of your bank has or had (over the past three (3) years) with any City Commissioner.

TD has no current knowledge of any conflict between its interests and those of the City. TD knows of no known facts or circumstances that might create the appearance of a conflict between its interests and those of the City.



Section 1: Qualifications and Experience

8. Describe what kind of Treasury Management Services your bank can provide to the City. Discuss the factors that differentiate your service from that of other providers.

Our team is well-versed on how to structure accounts and treasury management services in a way that provides safe and cost-effective solutions for our Government clients. Our bankers are committed to providing on-going support to our clients and their employees as well as periodic relationship reviews to ensure that their services and TD Bank are meeting their expectations. TD Bank is equally committed to keeping our clients abreast of new technologies and innovations in treasury management and other new services that we offer as they become available.

We have re-defined the way a bank serves its clients by creating positive client experiences that transform clients into fans by staying true to our tagline, America's Most Convenient Bank®. We're continually working to improve our clients' experience with us.

What truly differentiates TD Bank from other service providers is our ability to deliver innovative, cost-effective solutions while simultaneously creating a customer service experience unmatched in the banking industry. TD Bank has built our reputation on legendary customer service. Through this consistent and substantive communication, our TD Relationship Management Teams will leverage their years of collective experience to provide clients with a banking experience that is unparalleled in the industry.

TD Bank's exceptionally strong and disciplined risk management culture produces leaders throughout the Bank who are trained to be risk officers regardless of their primary roles. It is ingrained in all employees from branch tellers to commercial lenders that, when making decisions, to only take risks that we understand and are able to manage. TD Bank has invested a significant amount of capital in adopting Basel standards and has enhanced our processes for our Retail, Commercial, Operational Risk, and Capital Market businesses along with improving our capital management capabilities.

In addition to our highly effective risk management culture, we take pride in our commitment to diversity. We care just as much about being a supportive place for our employees to work and a comfortable place for clients to bank. We are committed to being active members of the communities we serve.

We believe that TD Bank's commitment to diversity is not only the right thing, it's critical to achieving our mission to be a leading North American bank. Our success depends on reflecting the communities and cultures where we do business.

We are determined to be a place where employees, clients, and suppliers all feel comfortable and supported in all their diversity and where all employees have the opportunity to leverage their talents and achieve their full potential.

9. List any cash management services that your bank has outsourced in the past twenty-four (24) months and provide an explanation for the decision to outsource these services.

TD Bank may delegate all or a portion of its duties or rights regarding the Services to Bank Third Parties. TD Bank may change the Bank Third Parties to which it delegates these Responsibilities in its sole and exclusive discretion.



Section 1: Qualifications and Experience

From time to time, TD Bank, in its sole and exclusive discretion, may engage third party service providers to provide services to the Bank in connection with the Banking Services covered under the terms with the City. Depending on the Banking Services covered, such third-party service providers may have facilities and/or employees located outside the continental United States.

10. Respondent is to make a statement if they have ever had a service agreement terminated for cause in the last seven (7) years and detail the date, entity/name of company.

TD has not had an agreement terminated within this timeframe.

11. Provide details on any merger or acquisition that the bank is currently committed to and the expected impact on the services requested in this RFP.

There are currently no mergers or acquisitions that TD is committed to.

12. All City employees, upon presenting proper required identification, and whether or not they maintain an account with the proposer, must be allowed to cash their payroll checks unimpeded by usual proposer requirements. Detail other accommodations you plan to offer City employees.

TD Bank will be able to cash the City employee's payroll checks.

The TD Bank at Work Program is a convenient one-stop shop for all of your employees' banking needs and we bring it right to your doorstep.

During our Bank at Work events, we'll have meaningful conversations with your employees about products and services that are right for them. What's even more convenient is that we can open their account, set up direct deposits and even complete credit card applications right on the spot!

Why Should You Invite Us to Your Business?

- You'll provide convenience to your employees; giving them access at work to our financial experts can save valuable time.
- We'll make Direct Deposit easy to take advantage of; that means fewer checks to distribute.
- We have great new account opening incentives and bonuses.

We're More than Just Great Checking

- Live Customer Service 24/7
- Free mobile banking app with mobile deposit
- Free access at thousands of TD ATMs in the U.S. and Canada
- Open late with extended hours
- Online banking with free bill pay and balance alerts
- TD Bank Visa® Debit Card on the spot



Section 1: Qualifications and Experience

- 13. The Respondent must have a branch bank located in Coconut Creek. Please provide addresses and hours of operation of all branches within the City, including any weekend hours.

Store Location	Lobby Hours		Drive-Thru Hours
TD Coconut Creek Store 6700 N State Road 7 Coconut Creek, FL 33073 (954) 426-3334 Manager: Biagio Vultaggio	Monday:	8:30 a.m. – 5:00 p.m.	8:30 a.m. – 5:00 p.m.
	Tuesday:	8:30 a.m. – 5:00 p.m.	8:30 a.m. – 5:00 p.m.
	Wednesday:	8:30 a.m. – 5:00 p.m.	8:30 a.m. – 5:00 p.m.
	Thursday:	8:30 a.m. – 6:00 p.m.	8:30 a.m. – 6:00 p.m.
	Friday:	8:30 a.m. – 6:00 p.m.	8:30 a.m. – 6:00 p.m.
	Saturday:	9:00 a.m. – 1:00 p.m.	9:00 a.m. – 1:00 p.m.
	Sunday:	11:00 a.m. – 2:00 p.m.	11:00 a.m. – 2:00 p.m.

- 14. If you offer a payroll debit card program, provide details.

TD PayCard

The TD PayCard is a reloadable prepaid debit card offering TD Bank business clients a cost-effective way to distribute employee wages and other compensation (e.g. bonuses, awards, termination pay, etc.).

Employees may choose the TD PayCard because they do not have a traditional bank account for direct deposit, or if they are banked, they may wish to use the card as a budgeting tool or as a means to provide funds to a spouse or dependent. A credit check or banking relationship is not required for an employee to receive a TD PayCard. TD PayCard enables businesses to reduce costs associated with paper-based payroll processes including: producing and handling checks, postage or secure distribution expense, and fraud costs related to lost/stolen or duplicated checks. As this product is funded electronically via ACH (similar to direct deposit), employers can provide uninterrupted payments during storms or a disaster and elimination of paper checks may be an important element of “go green” initiatives.

TD PayCard gives employees immediate access to their payroll funds, eliminates check cashing fees, and provides greater security and convenience. Cardholders can make purchases and pay bills anywhere in the US where Visa debit cards are accepted and can access cash at ATMs, from bank tellers at banks that accept Visa, and can get cash back with purchase at many grocery and convenience stores. Most employees perceive payroll cards as a benefit from the employer, particularly those who are unbanked, as the product delivers the convenience and prestige of a personal Visa-branded card.



Section 1: Qualifications and Experience

Key Benefits & Features

Employers:	Employees:
<p>Enhanced efficiency:</p> <ul style="list-style-type: none"> • Provides an automated solution to payroll handling and funds distribution • Provides a cost-saving alternative to issuing and distributing traditional paper checks • Reduces risks of check fraud and the headaches of lost and stolen paychecks 	<p>Convenient:</p> <ul style="list-style-type: none"> • Funds are available immediately – no check cashing • Accepted anywhere in the US with the Visa logo • Free cash withdrawals at TD ATMs 24x7
<p>Flexible:</p> <ul style="list-style-type: none"> • A great benefit for any employee—from those without bank accounts to those that would like to access a portion of their direct deposit with smart money-management tool backed by the Visa® Zero Liability program • May also be used for expense reimbursement, bonuses and awards • No credit checks for employees 	<p>Safer Than Cash:</p> <ul style="list-style-type: none"> • Avoid carrying around large amounts of cash • Safeguarded by Visa’s Zero Liability program for any unauthorized transactions • If a card is ever reported lost or stolen, we will mail you a replacement
<p>Simple:</p> <ul style="list-style-type: none"> • Easy, non-disruptive implementation with seamless integration to your existing payroll process and systems • Cards available for “instant issue” for funding on short notice or until personalized cards are received 	<p>Easy to Manage:</p> <ul style="list-style-type: none"> • 24x7 access to balance and transaction information online, via mobile app, or by phone • Online setup of email and text alerts for card balances, transaction notifications, and availability of monthly eStatements

15. Provide names, address, phone numbers, e-mail address, and contract period of two (2) references of current Florida Government customers and two (2) references of past Florida Government customers, preferably with comparable volumes and origination types, who have been using services requested in this RFP.

Please refer to the references provided in Section 3 for details.

16. Please discuss any additional attributes that the City should consider in evaluating your bank’s ability to provide the services requested. Propose any new financial service plans or practices not otherwise addressed in this proposal but deemed to be in the best interest of the City and include cost information as applicable.

TD Bank has a strong product development and enhancement discipline. We continually work with our vendor partners and most importantly our customers to develop new products and find ways to enhance your Banking experience. We are continually looking for ways to leverage technology to push more of the administrative burden to our web platforms.



Section 1: Qualifications and Experience

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Key Benefits/Features

- Saves the time and effort required to drive to the bank for check deposit purposes
- Eliminates the need for multiple banking partners
- Provides a deposit opportunity during contingency operations related to weather, transportation, or work disruptions

Best Suited For

- Clients with distributed locations
- Clients with check-only deposits
- Clients without convenient access to their branch
- Clients who handle their finances during non-traditional banking hours



Section 1: Qualifications and Experience

TD Paymode-X

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Section 2: Resources and Availability

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Section 2: Resources and Availability

Section 2: Resources and Availability

- Describe the firm's management plan to be used, staffing configuration and safety protocols.

TD Bank prides itself on creating positive banking experiences for our clients. The TD Bank team is here to help and will continue to deliver best-in-class service to the City while working to better the communities where we collectively live and work. TD Bank realized years ago that Government entities have unique needs and require a higher level of customer service. In addition, TD Bank recognized that many of these entities had to comply with numerous statutes that dictated how they conducted their financial affairs.

In order to meet these needs, Government Banking was developed. Our Relationship Management Team is well-versed in public finance and how to structure accounts and treasury management solutions that provide cost savings, maximize interest earnings, and simplify the way our municipal clients conduct business. Careful attention is paid to the details that matter, and our Government Bankers will provide on-going support to the City's staff members. Periodic relationship reviews will be conducted in-person or virtually to ensure that the City has the appropriate products and services and to keep staff abreast of new technologies and innovations in treasury management and other new services offered by the bank.

Pamela Ramkalawan will serve as the City's primary contact. Pamela Ramkalawan will anchor all of the City's banking and service activities. Together with your assigned Relationship Management Team, Pamela Ramkalawan would be involved with all aspects of your banking relationship and be available to provide consultative assistance. The City's Relationship Manager accepts responsibility for every aspect of servicing the City's accounts. TD Bank's Relationship Managers are available 24 hours a day, seven days a week, by cell phone or email and are available to meet at the City's convenience.

If any member of the City's Relationship Management Team would need to be removed or replaced, TD Bank would notify the City immediately with the updated contact information. The City can contact any member of its relationship management team at any time. This team, in addition to providing consultative advice and product recommendations, is charged with ensuring that the City's service needs are met and exceeded. TD Bank prides itself on the service accountabilities for all its employees. Providing multiple service points are just one of the many ways TD Bank provides its clients with the legendary service that has become the Bank's hallmark.

Treasury Management Service Support (TMSS)

The City will have access to our dedicated Treasury Management Services Support (TMSS) Team that services only Treasury Management clients. When a Treasury Management Services Support representative answers the phone, they own the inquiry. A live person will always answer the phone: voicemail is not an option. TMSS can also be reached via email at TMSS@td.com.

TMSS can be contacted at (866) 475-7262 and is operational Monday through Friday 7:30 a.m. to 8:00 EST, Saturday from 8:00 a.m. to 4:00 p.m. EST, and Sunday 11:00 a.m. to 3:00 p.m. EST.

All research and inquiries are primarily handled directly by TMSS. Although we strive for one call resolution and resolving inquiries while the client is on the phone, complex research requests may take up to five business days to resolve.

Section 2: Resources and Availability

The first step is the confirmation of receipt of the inquiry, followed by ongoing communication until the research and/or adjustment is complete. In the event that an inquiry or issue requires additional research, TMSS will communicate the expected turnaround time to the City, providing you the opportunity to request priority processing should a quicker turnaround be required.

- Provide information about the equipment and services at the firm's disposal.

TD Bank, N.A. is a National Association that is a wholly-owned subsidiary of TD Bank US Holding Company which is in turn an indirect, wholly-owned subsidiary of the publicly owned TD (Toronto-Dominion) Bank Group of Toronto (TDBFG), Canada, a top 10 financial services company with the largest branch network of any bank operating in both the United States and Canada.

Headquartered in Toronto, Canada, with more than 83,400 employees in offices around the world, The Toronto-Dominion Bank and its subsidiaries are collectively known as TD Bank Group. TD offers a full range of financial products and services to approximately 25 million clients worldwide through three key business lines:

- Canadian Retail including TD Canada Trust, Business Banking, TD Auto Finance (Canada), TD Wealth (Canada), TD Direct Investing and TD Insurance
- TD Bank, America's Most Convenient Bank, TD Auto Finance (U.S.), TD Wealth (U.S.) and TD's investment in TD Ameritrade
- Wholesale Banking including TD Securities

TD also ranks among the world's leading online financial services firms, with ~12 million active online and mobile clients. The Toronto-Dominion Bank trades on the Toronto and New York stock exchanges under the symbol "TD" and prides itself as one of the strongest financial institutions in the world with a AA- rating from Standard and Poor's and an Aa2 rating from Moody's. TD's financial strength and stability has enabled our clients to rely on the Bank as a consistent source of capital and benefit from our continued investment in people and product capabilities.



Section 3: References

[Return to Table of Contents](#)



Section 3: References

Section 3: References

- Proposer shall provide a list of at least five (5) clients that Proposer has provided similar services in the past three (3) years, at least two (2) of which are governmental entities. For each client reference include:
- Project name and location
- Scope of services provided
- Cost of project
- Contact person, title, business address, telephone and fax number, and email address
- Start and completion date of the contract

City of Parkland

Christopher Johnson-Finance Director
6600 University Dr
Pembroke Pines, FL 33025
Phone: (954) 757-4124
Fax: (954) 341-4161
Email: cjohnson@cityofparkland.org
Services Provided: Banking Services, P card, upcoming Loan
Customer since: June 2019

City of Tamarac

Christine Cajuste-Director of Financial Services
7525 NW 88th Ave
Tamarac, FL 33321
Phone: (954) 597-3553
Fax: (954) 597-3450
Email: christine.cajuste@tamarac.org
Services Provided: Banking Services, Lockbox
Customer since: December 2008

City of Aventura

Brian K. Raducci, CPA Assistant City Manager
19200 W. Country Club Drive
Aventura, FL 33180
Phone: (305) 466-8922
Fax: (305) 466-8939
Email: braducci@cityofaventura.com
Services Provided: Banking Services, upcoming P-Card
Customer since: October 2018

City of Pembroke Pines

Lisa Chong-Finance Director
601 City Center Way 3rd FL
Pembroke Pines, FL 33025
Phone: (954) 450-1070 ext 51090
Fax: (954) 517-8403
Email: lchong@ppines.com
Services Provider: Banking Services, Merchant Services, Lockbox
Customer since: September 1998

City of North Lauderdale

Susan Nabors, CPA, CGFO-Finance Director
701 SW 71st Avenue
North Lauderdale, FL 33068
Phone: (954) 597-4714
Fax: (954) 720-2064
Email: snabors@nlauderdale.org
Services Provided: Banking Services, P Card
Customer since: March 2017



Appendix 1 – Required Forms

[Return to Table of Contents](#)

SECTION IV - REQUIRED DOCUMENTS**Proposal Requirements Checklist**

Proposer has completed the required documents listed in the checklist below. The required documents shall be executed, notarized (if applicable), and submitted as a condition to this Request for Proposals.

Proposer shall electronically submit all required documents and any other pertinent information electronically through the eBid System.

Required Documents	Yes	No
Proposer Information	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposal Confirmation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schedule of Proposed Prices	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Payment Methods	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Indemnification Clause	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Non-Collusive Affidavit	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposer's Qualification Statement & Acknowledgement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Drug-Free Workplace Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sworn Statement on Public Entity Crimes	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scrutinized Companies Certification	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E-Verify Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exceptions to the RFP	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Operational Plan – Scope of Services Proposed	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Submitted Pricing through the eBid System "Line Items" Tab	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposal: (1) Qualifications and Experience (2) Resources and Availability (3) References	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Certificate of Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Business Tax Receipt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copies of Valid Licenses	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PROPOSER INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name: TD Bank, N.A.
 Social Security/Federal Tax I.D. No.: 01-0137770
 Proposer's Name (Print): Pamela Ramkalawan Title: Vice President
 Address: 5900 N Andrews Ave
 City/State/Zip: Ft. Lauderdale, FL 33309
 Phone: (954) 233-2064 Fax: (954) 233-2037
 Email: Pamela.Ramkalawan@td.com

ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, Whichever Applies

Part I:

Proposer has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged).

Addendum No: <u>1</u>	Dated: <u>3/8/21</u>
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____

Part II:

No Addendum was received in connection with this RFP.

It is understood and agreed by Proposer that the City reserves the right to reject any and all proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the proposal or in the proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

Pamela Ramkalawan
 Proposer's Authorized Signature

3/17/21
 Date

Pamela Ramkalawan
 Proposer's Printed Name

PROPOSAL CONFIRMATION

In accordance with the requirements to provide **Banking Services** pursuant to RFP No. 03-17-21-10, the undersigned submits the attached proposal.

Proposer accepts and hereby incorporates by reference in this proposal all of the terms and conditions of the scope of work, including EPA Standards, Motor Vehicle Safety Standards and required warranty and guarantee certificates.

Proposer is fully aware of the scope of work based on these requirements, the legal requirements (federal, state, county and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigation as Proposer deems necessary.

This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person; firm or a corporation to refrain from proposing and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over City.

The Proposer shall acknowledge this Proposal by signing and completing the spaces provided. I hereby submit this Proposal Package for Banking Services, RFP No. 03-17-21-10 to the City of Coconut Creek with the full understanding of the Request for Proposal, General Terms and Conditions, Special Terms and Conditions, Detailed Requirements, and the entire Proposal Package.

Pamela Rankalawan
Proposer's Name

Pamela Rankalawan
Signature

3/17/21
Date

State of: FL

County of: Broward

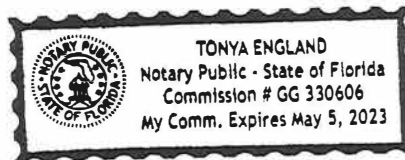
The foregoing instrument was acknowledged before me this 17th day of March, 2021, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Tonya England
Notary Public Signature

Tonya England
Notary Name, Printed, Typed or Stamped

Commission Number: 330606

My Commission Expires: May 5 2023



**CITY OF COCONUT CREEK
BANKING SERVICES
RFP NO. 03-17-21-10**

SCHEDULE OF PROPOSAL PRICES

* TD has submitted pricing electronically via the City's ebid system "LINE ITEMS" TAB

**PROPOSER SHALL SUBMIT PRICES ELECTRONICALLY
THROUGH THE EBID SYSTEM "LINE ITEMS" TAB**

WWW.COCONUTCREEK.NET/PURCHASING

PROPOSED PRICING

DESCRIPTION	Annual Volume	Cost Per Unit	Total Cost
DEMAND DEPOSIT SERVICES			
ACCOUNT MAINTENANCE - MONTHLY	60	\$	\$
AUDIT CONFIRMATION ELECTRONIC	5	\$	\$
DEPOSITS CREDITED	2	\$	\$
DEPOSIT SUPPLY ORDER FEES	8	\$	\$
ELECTRONIC CREDITS POSTED	2,766	\$	\$
ITEMS DEPOSITED	8,690	\$	\$
RLBX TRANSIT ITEMS DEPOSITED	15,783	\$	\$
RLBX ON-US ITEMS DEPOSITED	1,365	\$	\$
ITEMS PAID NOT ENCLOSED	2,234	\$	\$
ELECTRONIC DEBITS POSTED	443	\$	\$
OTHER MISCELLANEOUS DEBITS	8	\$	\$
ZERO BALANCE SERVICES			
ZBA MASTER ACCOUNT	12	\$	\$
ZBA SUB ACCOUNT	36	\$	\$

RETURNED CHECK SERVICES			
DEPOSITED ITEM RETURNED	38	\$	\$
BRANCH/NIGHT DEPOSIT SERVICES			
BRANCH CASH OTC DEPOSIT/\$1000	98	\$	\$
BRANCH CASH ORDER	1	\$	\$
BRACH CURR ORD/STRAP	3	\$	\$
CASH VAULT SERVICES			
CASH VAULT DEPOSITS	621	\$	\$
VLT DEPOSIT ERROR	4	\$	\$
VLT AUTOMATIC/ELECTRONIC CHANGE ORDER	36	\$	\$
VLT CURRENCY ORDER-FULL STRAP	2	\$	\$
VLT CURRENCY ORDER-LOOSE BILL	180	\$	\$
VLT ROLLED COIN ORDER	6	\$	\$
O/S BULK CASH DEPOSITS/VAULT CASH DEPOSIT PER \$1	108,409	\$	\$
ARMORED CAR EXPENSE	22	\$	\$
ARP SERVICES			
PARTIAL RECON - BASE FEE	12	\$	\$
PARTIAL AEGON - ITEM CHARGE	23	\$	\$
FULL AEGON - BASE FEE	12	\$	\$
FULL AEGON - ITEM CHARGE	2,181	\$	\$
POSITIVE PAY - BASE FEE	24	\$	\$
POSITIVE PAY MISMATCH ITEM	12	\$	\$
ARP POSITIVE PAY RETURNED CHK	3	\$	\$
ARP AUTO D/T TO BANK/TRAN	75	\$	\$
ARP AUTO D/T TO BANK/RCRD	2,214	\$	\$
ARP AUTO D/T TO BANK/AGRO	309	\$	\$
BASIC POSITIVE PAY - BASE	34	\$	\$
BASIC POSITIVE PAY - ITEM	196	\$	\$
PAYEE NAME VERIFICATION ITEM	2,215	\$	\$

IMAGE DELIVERY SERVICES			
CD-ROM PREMIUM CD	36	\$	\$
CD ROM IMAGES PER ITEM	2,234	\$	\$
ACH SERVICES			
ACH MONTHLY MAINTENANCE	48	\$	\$
CONSUMER PPD DEBITS ORIGINATED	21,684	\$	\$
CONSUMER PPD CREDITS ORIGINATED	16,694	\$	\$
CORP CREDITS ORIG CCD,CCD+CTX	104	\$	\$
ACH REVERSALS - ITEM	6	\$	\$
ACH FAX PAGE	188	\$	\$
ACH RETURN ITEM	68	\$	\$
ACH NOTIFICATION OF CHANGE (NOC ITEM)	8	\$	\$
TM ACH PASS-THROUGH FILE	102	\$	\$
TM ACH BATCH PROCESSING FEE	11	\$	\$
TM ACH PPD DEBITS ORIGINATED	1	\$	\$
TM ACH PPD CREDITS ORIGINATED	15	\$	\$
ACH FRAUD CONTROL			
ACH FRAUD CNTRL MONTHLY MAINT	60	\$	\$
WIRE TRANSFER SERVICES			
WIRE TRSF MONTHLY MAINT/ACCT	60	\$	\$
OUT NON-REPETITIVE WIRE PHONE	1	\$	\$
TM DOMESTIC REPETITIVE WIRE	226	\$	\$
TM DOMESTIC NON-REP WIRE	44	\$	\$
INCOMING DOMESTIC WIRE TRANSFER	7	\$	\$
TM INTERNAL REPETITIVE WIRE	4	\$	\$
LOCKBOX SERVICES			
LBX LOCKBOX DEPOSITS	252	\$	\$
RLBX MAINTENANCE	12	\$	\$
RLBX CORRESPONDENCE/NON-REMIT MAIL/NO PAYMENT	193	\$	\$
RLBX UNPROCESSED/REJECTED ITEMS	913	\$	\$

RLBX DEPOSIT PREPARATION	12	\$	\$
SLBX SPECIAL DOCUMENT HANDLING	2,678	\$	\$
RLBX PO BOX ANNUAL RENTAL	1	\$	\$
RLBX INBOUND RECEIPTED MAIL	15	\$	\$
SCANNABLE KEYSTROKES	44,600	\$	\$
RLBX POSTAGE	12	\$	\$
RLBX AUTO Drr TO CLIENT/TRAN	251	\$	\$
RLBX AUTO Drr TO CLIENT/RCRD	24,539	\$	\$
MARKSENSE FLAG	92	\$	\$
LOW SPEED MATCH ITEMS	24,225	\$	\$
SCAN MULTIPLE PAYMENTS	5,166	\$	\$
SCAN PARTIAL PAYMENTS	7,156	\$	\$
SCAN ONLINE ARCHIVE 90 DAYS	65,420	\$	\$
SCAN IMAGES LESS THAN 5K	24,225	\$	\$
SCAN IMAGE CD ROM PER CD	12	\$	\$
RPS FULL TEXT SEARCH	65,420	\$	\$
RLBX WEB EXCEPTION MAINTENANCE	12	\$	\$
RLBX WEB EXCPTN-ITEMS PRESENT	363	\$	\$
TREASURY MANAGER			
TM/OLC MAINTENANCE FEE	12	\$	\$
TM/OLC PRIOR DAY SERV/MONTH	12	\$	\$
TM/OLC PRIOR DAY/ACCT	60	\$	\$
TM/OLC PRIOR DAY/DETAIL ITEM	7,335	\$	\$
TM/OLC CURRENT DAY SERV/MONTH	12	\$	\$
TM/OLC CURRENT DAY/ACCT	60	\$	\$
TM/OLC CURRENT DAY/ITEM DETAIL	3,852	\$	\$
TM/OLC SPECIAL RPT MNTH MAINT	7	\$	\$
TM/OLC CAR REPORT/REPORT	61	\$	\$
TM/OLC RETURN ITEM/REPORT	38	\$	\$
STOP PAYMENT/PER STOP	159	\$	\$

ACH SERVICE/PER MONTH	12	\$	\$
ACCT TRANSFER/PER TRANSFER	7	\$	\$
WIRE SERVICE/PER MONTH	12	\$	\$
IMAGE ITEM RETRIEVAL/PER IMAGE	774	\$	\$
ONLINE COURIER			
OLC ACH FRAUD CTRL REJECT RPT	1	\$	\$
TOTAL PROPOSED ANNUAL COST			\$

Total Proposed Annual Cost (Written): _____

Charges for Any Other Services Not Listed Above – Itemize			
Description	Annual Volume	Cost Per Unit	Total Cost
Attach additional sheets if necessary		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

Proposer shall attach to the Proposal Package as outlined in Section III, Detailed Requirements – Scope of Services; a detailed list of all materials and equipment and a complete detailed description of the Proposer's Approach to the Scope of Services, specifically those as required and any other additional information.

Note: Additional sheets may be attached if necessary.

* Please refer to Exhibit A on the following page for TD's additional charges for services not listed.

EXHIBIT "A"
RFP No. 03-17-21-10
PROPOSED PRICE SCHEDULE

Additional Charges - Services Not Listed			
Description	TD Estimated Annual Volume	Cost Per Unit	Total Cost
RLBX TRANSIT ITEMS DEPOSITED - dda	15780	\$0.0945	\$1,491.21
RLBX TRANSIT ITEMS DEPOSITED - dda	1368	\$0.0945	\$129.28
CASH VAULT DEPOSITS - DDA Dep	624	\$0.5400	\$336.96
ZBA Credit Transfer	0	\$0.1125	\$0.00
ZBA Debit Transfer	0	\$0.1125	\$0.00
Overdraft		\$15.7500	\$0.00
TD eTreasury - Balance Reporting Accounts (Gold)	60	\$7.6500	\$459.00
TD eTreasury - SecurID Token	36	\$4.9500	\$178.20
ARP Issue File Transmission (first 10 transmissions charged)	144	\$9.0000	\$1,080.00
Digital Express Monthly Maint	0	\$58.5000	\$0.00
Digital Express Checks Deposited	0	\$0.0585	\$0.00
Digital Express - Additional Scanner	0	\$29.2500	\$0.00
Digital Express Deposit Correction	0	\$11.2500	\$0.00
LBX - Retail Check Clearing	17148	\$0.0135	\$231.50
Retail -Web Access Maintenance	0	\$54.0000	\$0.00
Retail - Retail Web Per Item	0	\$0.0009	\$0.00
Retail -Extended Web Archive Maint	0	\$22.5000	\$0.00
Retail - Retail Web Per Item 7 Year	0	\$0.0203	\$0.00
LBX-760-Web DDL Processed Item - Per Image	0	\$0.0450	\$0.00
LBX-760-Non-Check Scanned Item - Per Image	0	\$0.0450	\$0.00

PAYMENT METHODS

VISA PURCHASING CARD (reference informational flyer on following page):

The City of Coconut Creek has implemented a Visa Procurement Card (P-Card) Program through SunTrust Bank. The City's preference is to pay for goods/services with the P-Card. This program allows the City to expedite payment to our vendors. Some of the benefits of the P-Card Program to the vendor are: payment received within 72 hours of receipt and acceptance of goods, reduced paperwork, issue receipts instead of generating invoices, resulting in fewer invoice problems, and deal directly with the cardholder (in most cases).

Vendors accepting payment by the P-Card may not require the City (Cardholder) to pay a separate or additional convenience fee, surcharge or any part of any contemporaneous finance charge in connection with a transaction. Such charges are allowable, however must be included in the total cost of the bid. Vendors are not to add notations such as "+3% service fee" in their bid response. All bid responses shall be inclusive of any and all fees associated with the acceptance of the P-Card.

Vendors agreeing to accept payment by P-Card must presently have the capability to accept Visa or take whatever steps necessary to implement the ability before the start of the agreement term.

EFT

The City of Coconut Creek's Electronic Funds Transfer (EFT) Program allows the City to process payments to vendors electronically, directly to their financial institution of choice. With EFT payments, funds are deposited to vendor's bank account and are available the date the bank receives them. There will be no more waiting to receive payments in the mail, and no trips to the bank to make deposits. EFT payments also reduced the risk of misrouting, theft, and forgery. Additionally, an automated e-mail of the remittance advice will be sent to the e-mail specified by the vendor.

PAPER CHECK

Paper checks can also be processed by the City for vendor payments.

Purchasing Card Acceptance



Why You Should Accept City of Coconut Creek's Purchasing Card

The Challenge

To optimize working capital, buying organizations are requesting that their suppliers accept purchasing cards for payment. By replacing their paper-based accounts payable process with an electronic purchasing card solution, buyers reduce their overall payables cost and suppliers reduce their collection expenses. As a supplier you will be able to accept credit card payments while minimizing your acceptance costs.

The Solution

We would like for you to begin accepting the SunTrust Purchasing Card. Payments made with a purchasing card provide faster receipt of funds, as they are deposited electronically to your checking account. We have partnered with SunTrust to negotiate preferred product and pricing solutions that fit the needs of Business-to-Business (B2B) purchasing card acceptance.

Here's How It Works

SunTrust will provide a computer-based solution that allows you to get the best effective rate for B2B card acceptance. A computer-based application is necessary to authorize and settle transactions at the best available interchange rate, as typical point-of-sale terminals do not have the capability to send the additional required enhanced data with the purchasing card transactions.

What's In It For You

With our B2B solution you will receive payments quicker than through the manual paper-based process. You can also:

- Achieve cost reductions in mail handling, depositing payments and collection
- Have your funds deposited electronically
- Receive payments faster and improved cash flow
- Gain greater visibility to manage cash flow through online reporting
- Increase accounting efficiency
- Receive competitive processing rates and fees
- Eliminate returned or lost checks processing and related expenses
- Experience reduced potential for fraud than with check payments
- Decrease days sales outstanding

City of Coconut Creek Preferred Supplier Acceptance Pricing

We have created a program to allow you to qualify at the best effective rates either by software or through a web-based solution.

Visa® Rate	Purchase Card Level 2	Purchase Card Level 3	Large Ticket Rate
*Interchange Rate	2.00% + \$0.05	1.80% + \$0.10	1.45% + \$35.00
*Assessment Fee	0.0925%	0.0925%	0.0925%
SunTrust Merchant Services Fee	0.20%	0.20%	0.20%
*Effective Rate	2.33%	2.13%	1.78%

*Rate provided by Visa

Purchase Level 2

To qualify for the Visa Level 2 Interchange Rates, the sales tax amount must be reported and the value must be greater than zero.

Purchase Level 3

To qualify for the Visa Level 3 Interchange Rate, Level 3 data (item description, product code, quantity, unit of measure and commodity code) must be reported. If the Sales tax is not applied, a value of zero (0.00) is required.

Purchase Large Ticket

To qualify for the Visa Large Ticket Interchange Rate, Level 2 and Level 3 data must be reported. Any transaction greater than \$6,980 that has the required data elements will qualify for the Visa Large Ticket Rate.

City of Coconut Creek Preferred Product Solution Pricing

Type	Solution Name	Price
Software-based Application	Payment Software	Set-up (one-time): Waived Monthly Access: \$0.00 Per Transaction:\$0.00
Internet-based Solution	Global Gateway e4	Set-up (one-time): Waived Monthly Access: \$9.95 Per Transaction:\$0.05

Value-Added Services

- Preferred Supplier status
- Set preferred processing fees for B2B acceptance
- No cost computer application
- No set-up fee
- No early termination fees
- Online reporting

Supplier Sign-Up:

To begin the supplier enrollment process, please call 855.468.0317.

INDEMNIFICATION CLAUSE
(Page 1 of 1)

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

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes, as amended from time to time, nor shall it constitute an agreement by the City to indemnify Contractor, its officers, employers, subcontractors or agents against any claim or cause of action. This section shall not be construed as consent to be sued by any third parties in any matter arising out of this Agreement. The foregoing indemnification and release shall survive the termination of this Agreement.

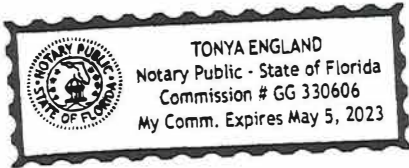
TD Bank, N.A. _____
Contractor's Name Signature Date
Pamela Ramkalawan 3/17/21

State of: FL
County of: Broward

The foregoing instrument was acknowledged before me this 17th day of March, 2021, by Pamela Ramkalawan, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Tonya England
Notary Public Signature

Tonya England
Notary Name, Printed, Typed or Stamped
Commission Number: GG330606
My Commission Expires: May 5, 2023



NON-COLLUSIVE AFFIDAVIT

State of FL)

County of Broward)

)ss.



_____ being first duly sworn, deposes and says that:

- (1) He/she is the Vice President
(Owner, Partner, Officer, Representative or Agent)
of TD Bank, N.A. the Proposer that has submitted the attached proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- (3) Such proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm or person to fix the price or prices in the attached proposal of any other Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By: Pamela Rambalawan

Pamela Rambalawan
(Printed Name)

Vice President
(Title)

ACKNOWLEDGEMENT

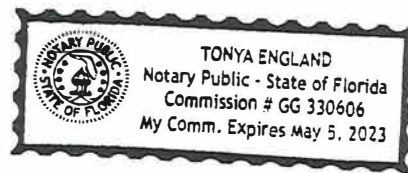
State of FL

County of Broward

The foregoing instrument was acknowledged before me this 17th day of March, 2021,
by _____, who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal

Tonya England
NOTARY PUBLIC



Tonya England
(Name of Notary Public: Print, Stamp, or
Type as Commissioned.)

PROPOSER'S QUALIFICATION STATEMENT

In order to properly evaluate the proposal submittals, Proposers are expected to complete the questionnaire and include the following documentation. By attesting to this submittal, Proposer guarantees the truth and accuracy of all statements and answers herein contained.

SUBMITTED TO: City of Coconut Creek
 Procurement Division
 4800 West Copans Road
 Coconut Creek, FL 33063

Check One

Submitted By: Pamela Ramkalawan
 Name: on behalf of TD Bank, N.A.
 Address: 5900 N. Andrews Ave
 City, State, Zip Ft. Lauderdale, FL 33309
 Other Telephone No. (954) 233-2064
 Fax No. (954) 233-2037

- Corporation
- Partnership
- Individual
-

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: TD Bank, N.A.

The address of the principal place of business is: 1701 Route 70 East, Cherry Hill NJ 08003

2. If Proposer is a corporation, answer the following: **Not Applicable – TD Bank is a National Association**

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's Name: _____
- d. Vice President's Name: _____
- e. Secretary's Name: _____
- f. Treasurer's Name: _____
- g. Name and Address of Resident Agent: _____

3. If Proposer is an individual or a partnership, answer the following:

Not Applicable – TD Bank is a National Association

- a. Date of Organization: _____
- b. Name, Address and Ownership Units of all Partners: _____
- c. State whether general or limited partnership: _____

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

Not Applicable – TD Bank is a National Association.

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. **Not Applicable.**

6. How many years has your organization been in business under its present business name? _____
150+ years
-

- a. Under what other former name has your organization operated?

N/A

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this proposal. Please attach certificate of competency and/or state registration.

Please refer to the Appendix for TD's certifications.

8. Litigation/Judgments/Settlements/Debarments/Suspensions:
Submit information on any pending litigation and any judgments and settlements of court cases relative to providing the Banking Services that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government during the last five (5) years.

TD Bank, N.A. has routinely engaged in legal proceedings occurring in the ordinary course of its business, both throughout its footprint and elsewhere in the United States, none of which have a material impact on the financial condition of TD or on TD's ability to perform under the proposed contract. Appropriate measures are in place to defend or dispose of such matters. Material matters are disclosed in TD's consolidated financial statements.

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

No.

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

Please refer to Section 1: Qualifications and Experience section within this RFP for resumes of the Relationship Team that will be assigned to the City.

11. State the name of the individual(s) and titles who will personally supervise the work:

Pamela Ramkalawan
Vice President, Government Banking Officer
5900 N. Andrews Ave. 2nd Floor
Ft. Lauderdale, FL 33309
Phone: (954) 233-2064
Cell: (561) 866-8368
Fax: (954) 233-2037
Email: Pamela.Ramkalawan@td.com

12. State the name and address of the attorney, if any, for the business of the Proposer:
Not Applicable.

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

TD Bank US Holding Company

14. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

TD Bank US Holding Company

1701 Route 70 East, Cherry Hill NJ 08034

15. State the name of Surety Company which will be providing the bond, and the name and address of agent:

Not Applicable

16. References:

Bank	Address/City/State/Zip	Telephone
Please refer to Section 3 of this RFP for TD Bank's references.		

17. Attach a financial statement including Proposer's latest balance sheet and income statement showing the following items:

- a) Current Assets (e.g. cash, joint venture accounts, accounts receivable, notes, receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses)
- b) Net Fixed Assets
- c) Other Assets
- d) Current Liabilities (e.g. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes)
- e) Other Liabilities (e.g. capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings)

TD Bank's most recent financial information including copies of our latest balance sheet and income statement is available online at:

<https://www.td.com/investor-relations/ir-homepage/ir-homepage/investor-index.jsp>

18. State the name of the firm preparing the financial statement and date thereof:

The Toronto Dominion Bank prepares the financial statements. They are audited and opined on by Ernst & Young and their opinion is included in the audited financial statements

19. Is this financial statement for the identical organization named on page one? Yes No

20. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g. parent-subsidiary).

TD Bank NA is an indirect subsidiary of The Toronto Dominion Bank and its results are consolidated in the consolidated financial results of The Toronto Dominion Bank.

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by City in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the City to reject the proposal, and if after the award, to cancel and terminate the award and /or contract.

Pamela Ramkalawan

Proposer's Signature

3/17/21

Date

**ACKNOWLEDGEMENT
PROPOSER'S QUALIFICATION STATEMENT**

State of FL

County of Broward

On this the 17th day of March, 2021, before me, the undersigned Notary Public of the State of Florida, Personally appeared

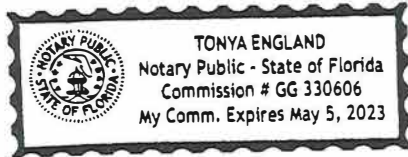
Pamela Rankalawan And
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:



Tonya England
NOTARY PUBLIC, STATE OF FLORIDA

Tonya England
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

- Personally known to me, or
- Produced identification

(Type of Identification Produced)

- DID take an oath, or
- DID NOT take an oath

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes as may be amended from time to time, hereby certifies that TD Bank, N.A. does:
(Name of Business)

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

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

Pamela Ramkalawan
Proposer's Signature

TD Bank, N.A.
Company Name

3/17/21
Date

* Please refer to TD's Employee Drug and Alcohol Policy on the following pages

DRUG AND ALCOHOL ABUSE FREE WORKPLACE

Given the lingering effects of illegal drug use and alcohol abuse, it is our Policy to maintain an environment free of drug and alcohol abuse, and to comply with federal, state, and local laws and regulations which prohibit or otherwise regulate the use, sale, transfer, manufacture, distribution, dispensation, or possession of alcohol, illegal drugs and/or controlled substances. To these ends, TD Bank, by and as outlined in this Policy: (1) has established certain rules, expectations and prohibitions relating to drug/alcohol use and abuse applicable to all Employees; and (2) conducts pre-employment drug testing of all applicants for courier and other positions that regularly entail operating a company vehicle (referred to in this Policy and in the State Supplements to this Handbook as "covered driving positions") and post-accident drug and/or alcohol testing of Employees in covered driving positions, to the fullest extent permitted by law.

POLICY STANDARDS-REGULATIONS AND PROHIBITIONS

The following standards and regulations apply to all Employees and are designed to prevent substance abuse:

ILLEGAL DRUGS

The use, sale, possession, distribution, dispensation, manufacture, or transfer of illegal drugs on Company premises (including buildings, parking lots, surrounding grounds and in Company owned or leased motor vehicles), during working hours (including paid and unpaid breaks and meal times), on Company business, and/or at Company-sponsored events, is strictly prohibited. It is also a violation of this Policy for any Employee to report to work under the influence of a controlled substance that has not been prescribed by a licensed physician, or that has not been taken in accordance with prescription and dosing instructions.

Illegal drugs means all drugs the use or possession of which are illegal under federal, state, or local law, including marijuana, as well as any prescription medication that is used in a manner inconsistent with the prescription or for which the individual does not have a valid prescription.

In appropriate cases, an Employee may be referred to law enforcement authorities for prosecution.

To enable compliance with the Drug-Free Workplace Act of 1988 and other applicable law, any Employee who pleads guilty or is convicted of a criminal drug offense for a violation that occurred in the workplace must notify TD within five (5) days of conviction. Any Employee who pleads guilty, enters into a plea bargaining agreement or Pre-Trial Intervention (PTI), or is convicted of a criminal drug offense, must notify TD Bank within five (5) days of the conviction or agreement to enter a plea bargain or PTI. Subject to applicable law, Employees found to be involved with illegal drugs on their own time will be subject to disciplinary action, up to and including termination of employment, and/or job reassignment, if such involvement has or may have an adverse effect on TD Bank.

Examples of an adverse effect include, but are not limited to, impaired work performance, endangered safety of other Employees and/or Customers, improper use of Company property or information, and undermined professional or Customer confidence.

TD Bank will review all situations in which an Employee has engaged in activity on the job that may be covered by this Policy. In determining the appropriate action to take in response to such activity, TD Bank will consider applicable state law, the nature of the job assignment, the individual's

employment record, and other factors related to the impact of criminal proceedings upon the Company's ability to conduct business. Any subsequent conviction also will be reviewed, following the same guidelines.

MEDICATION

It is a violation of Policy for Employees to use prescription or over-the-counter drugs for purposes for which they are not prescribed or intended. Legally prescribed and certain over-the-counter medications may impair an Employee's ability to safely perform essential job functions. For this reason, Employees should ask their physician about the potential side effects of medications and/or review the information about the medication provided by or available from the pharmacist. The Employee should inform their Manager if the medication has any side effects that may impair the Employee's ability to safely perform essential job functions. The Manager will then consult with Human Resources regarding appropriate precautions. Employees should not disclose the name of the medication or the condition for which it is being taken. In some instances, Employees may be required to obtain a note from their healthcare provider authorizing the use of prescription medication during work time and/or on Company premises. The Company will endeavor to accommodate individuals with disabilities and related medication in accordance with applicable law.

The Manager will then consult with Human Resources regarding any needed safety precautions and reasonable accommodation assessments. In some instances, and subject to applicable law, Employees may be required to obtain a note from their health care provider authorizing the use of prescription medication during work time and/or on Company premises, where use of the medication may create a safety issue.

ALCOHOL

No Employee shall report to work under the influence of alcohol or alcoholic beverages. The consumption, sale, distribution, or possession of open containers of alcoholic beverages by any Employee on Company premises and/or during working hours is prohibited, except for the responsible and moderate consumption of alcoholic beverages at Company-sponsored events or when approved as set forth below (Employees are reminded and must understand that alcohol must be consumed in moderation at Company-sponsored events, and that Company Policies and standards, including those pertaining to harassment/offensive behavior, continue to apply at such events). Employees who violate this section will be subject to disciplinary action, up to and including termination of employment.

The following conduct is prohibited:

- ❖ Consuming alcoholic beverages in quantities that affect work performance or impair your judgment or faculties during working hours;
- ❖ Permitting alcoholic beverages to be provided or served on TD Bank premises or at TD Bank events to individuals who are under the legal drinking age or who are impaired, and consuming alcoholic beverages if you are underage or impaired;
- ❖ Consuming, providing or serving alcoholic beverages on TD Bank premises, except when approved in advance in writing by the department Manager and one of the following:
 - Direct report to CEO for the business area;

- Regional President; or
- Head of Human Resources for the business area.

When alcoholic beverages are served and consumed at TD business premises or events, the most senior manager responsible for the premises or event is responsible for ensuring compliance with any local laws or regulations, and for putting procedures in place to comply with this section.

As we are all responsible to maintain a healthy and safe workplace, we should take reasonable steps to attempt to prevent any co-worker, Customer, supplier or other guest from driving while impaired and to report any alcohol-related matter of concern to a responsible member of management or Human Resources.

TESTING CIRCUMSTANCES

Applicants to, and Employees in, covered driving positions, must submit to drug tests whenever requested by TD Bank and only to the extent permitted by state or local law, including in the following circumstances:

PRE-EMPLOYMENT. TD Bank conditions employment offers to applicants for covered driving positions on an applicant's voluntary consent to taking a drug test and on a negative test result. If an applicant does not have a negative test result (e.g., the applicant has a confirmed positive test result) or refuses to undergo testing, the employment offer will be withdrawn.

POST-ACCIDENT. Employees in covered driving positions who, as determined by TD Bank, caused or contributed to accidents occurring during work time or on Company property, are subject to drug and/or alcohol testing. Covered accidents include, but are not limited to, accidents that the Employee caused or contributed to that involve: (1) personal injury to Employees or others which necessitates first aid and/or medical attention; and/or, (2) damage to TD Bank property. Employees are expected to make themselves available for post-accident testing. If circumstances require an Employee to leave an accident scene, the Employee must make a good faith effort, whenever possible, to notify the Company of their location and, in consultation with Human Resources, submit to post-accident testing. Employees who refuse to submit to post-accident testing or who have a confirmed positive test result will be subject to disciplinary action, up to and including termination of employment.

You may be subject to immediate termination of employment if you fail to submit to testing on the date and time requested. You also will be subject to immediate termination if you switch, adulterate, substitute, or otherwise tamper with a specimen or attempt to do so.

WORKPLACE THREATS AND VIOLENCE

We are committed to providing a safe and secure environment for all Employees. Any acts of violence, threats of violence or harm, or abusive behavior by an Employee or non-Employee directed at another Employee, Customer, vendor, or visitor, or threats to cause damage to the property of any such individuals or entities, is strictly prohibited. These prohibitions apply to actions directed not only at Employees and non-Employees with whom we do business, but also at persons associated with them. In addition to this Policy, the Company also has a global ["Respectful Workplace Policy,"](#) which is available via this link and on the Company's intranet.

If you violate any aspect of this Policy, you may be subject to disciplinary action, up to and including termination of employment. An individual who violates this Policy also may be subject to criminal prosecution.

No provision of this policy statement or any other provision in this policy alters the at-will nature of employment with the Company. We will make the sole determination of whether and to what extent, threats or acts of violence will be acted upon by the Company. In making this determination we may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred.

If you observe, or are made aware of any abusive behavior, act of violence, or threat of violence in the workplace, you should report it immediately to your Manager. If your Manager is not present or available at the time, or if for some reason you do not feel comfortable approaching your Manager, contact Human Resources or Global Security and Investigations, whose contact information can be found on the ["How Do I?"](#) page of the Company's intranet. If there is a risk of imminent harm or danger, call law enforcement and/or 911. We will investigate each report to the extent possible and will deal with each situation as we deem appropriate. Threats and violence can take many forms in the workplace. It is the shared responsibility of each and every Employee to maintain a safe workplace and report any credible incidents and/or threats immediately.

Employees experiencing domestic problems or abuse – or who know of co-workers who are experiencing domestic problems or abuse – are strongly encouraged to report these matters as well, so that the Company can offer assistance, if possible. Similarly, any Employee who obtains a restraining or protective order against another person, or who is the subject of a restraining or protective order, must immediately report this to Human Resources.

POSSESSION OF WEAPONS

In order to maintain a safe and secure workplace, TD Bank prohibits the possession, transfer, sale, or use of a firearm or lethal weapon, concealed or otherwise, at any time on Company premises or while conducting Company business, except as expressly permitted by applicable state law.

This Policy applies regardless of where business is being conducted, or the licenses or permits that you may hold. For the purposes of this Policy, unless contrary to state or local law, Company premises is defined as any TD Bank owned or leased facilities, (buildings, parking lots, surrounding grounds), TD Bank owned vehicle, personal car while it is being used in the course of TD Bank business, or any other facility while conducting Company business. Lethal weapons include, but are not limited to, firearms (whether or not containing ammunition), explosives, hazardous materials, poisons, knives, or any substance or instrument used or intended to be used to cause personal harm to others.

We require the cooperation of all Employees to enforce this Policy. If you know of or suspect that any co-worker is in violation of this Policy, report the violation to your Manager immediately. If you are not able to inform your Manager, or do not feel comfortable doing so, contact Human Resources or Global Security and Investigations, whose contact information can be found on the ["How Do I?"](#) page of the Company's intranet. TD Bank will investigate each report to the extent possible and will deal with each situation as appropriate.

**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

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

1. This sworn statement is submitted with RFP No. 03-17-21-10 for Banking Services.
2. This sworn statement is submitted by TD Bank, N.A. (name of entity submitting sworn statement) whose business address is 1701 Rt 70 East, Cherry Hill NJ 08003 and (if applicable) its Federal Employer Identification Number (FEIN) is 01-0137770. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Pamela Ramkalawan and my
(Please print name of individual signing)
relationship to the entity named above is Vice President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, includes but is not limited to:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision

of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, who are active, or who have been active, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity within the last five (5) years of this sworn statement.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Please check all statements that are applicable.**
- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
9. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **Please check if statement is applicable.**
- The person or affiliate has not been placed on the convicted vendor list.
(If the box is not checked, please describe any action taken by or pending with the Department of General Services.)
10. The herein sworn statement shall be subject to and incorporate all the terms and conditions contained in Section 287.133 of the Florida Statutes.
11. Conviction of a public entity crime shall be cause for disqualification.

Pamela Ramkalawan
Proposer's Name

Pamela Ramkalawan
Signature

Date: 3/17/21

State of: FL

County of: Broward

The foregoing instrument was acknowledged before me this 17th day of March, 2021, by Pamela Ramkalawan, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Tonya England
Notary Public Signature

Tonya England
Notary Name, Printed, Typed or Stamped



Commission Number: GG 330606

My Commission Expires: May 5 2023

**SCRUTINIZED COMPANIES
CERTIFICATION PURSUANT TO
FLORIDA STATUTE § 215.4725 AND § 215.473**

I, Pamela Ramkalawan, on behalf of TD Bank, N.A.,
Print Name Company Name

certifies that TD Bank, N.A. does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Pamela Ramkalawan

Signature

Vice President

Title

(954) 233-2064
Phone

3/17/21
Date

E-VERIFY FORM

Project Name:	Request for Banking Services
Project No.:	RFP No. 03-17-21-10

ACKNOWLEDGEMENT

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- (b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

COMPANY CONTACT INFORMATION

Company Name: TD Bank, N.A.

Authorized Signature: *Pamela Ramkalawan*

Print Name: Pamela Ramkalawan

Title: Vice President

Date: 3/17/21

Phone: (954) 233-2064

Email: Pamela.Ramkalawan@td.com

Website: www.TD.com

Conditions of Acceptance



City of Coconut Creek

All of the information supplied, and Exhibits and Appendices, in connection with the response to RFP submitted on behalf of TD Bank, N.A. (“TD” and “Bank”) are, to the best of the TD representative’s actual knowledge, information, and belief, accurate and true and correct in all material respects with the exception of those items listed below, the compliance with which TD cannot accommodate and hereby requests a waiver. To the extent there are any inconsistencies between the obligations of TD, as set forth in the RFP, local ordinances and rules, and the subsequent contract for services (collectively, the “Contract Requirements”), the Cash Management Master Agreement for Banking Services, Business Deposit Account Agreement, as well as the rules, statutes, and regulations to which TD is required to adhere by virtue of its regulators and status as a national banking association (collectively, the “Banking Requirements”), the Banking Requirements shall supersede and govern and TD shall be held harmless as a result of its failure to comply with any inconsistent Contract Requirements.

Section I. General Terms and Conditions.

Pg. 1. RE: Conflicting Provision

TD requests that in the event of any inconsistencies, the Banking Requirements shall prevail.

Pg. 3. Section 4. Sub- Contractors

TD’s business needs include dealings with third parties that provide services to the Bank in connection with providing Services to its customers. To the best of its knowledge, TD does not believe any of these third parties qualify as subcontractors.

Pg. 3. Section 6. Specifications

This section is not applicable to this RFP and subsequent contract.

Pg. 8. Section 30. Occupational Health and Safety

This section is not applicable to this RFP and subsequent contract.

Pg. 9. Section 31. Conflict of Interest.

While TD does not specifically track or monitor outside employment with a member of [the prospective client], all employees annually acknowledge their obligations to avoid activities or circumstances, which create conflicts between personal interests and their responsibilities as employees; as well, as their responsibility to adhere to policies and procedures contained in the TD Bank Employee Handbook and the TD Bank Group Code of Conduct & Ethics, which govern potential conflicts between TD’s interests and those of other stakeholders.



Conditions of Acceptance

Pg. 9. Section 32. Indemnity/Hold Harmless.

Due to a cost-benefit analysis undertaken by the Bank, TD's general policy dictates that the Bank is unable to indemnify its Customers. If the City can demonstrate that applicable law requires another form of indemnification, the Bank is willing to negotiate and come to mutually agreed upon terms.

TD requires indemnification due to a cost-benefit analysis undertaken by the Bank in providing and pricing the Services. If the State of Florida can demonstrate it is prohibited by law, TD is willing to negotiate.

Pg. 10. Section 35. Drug-Free Workplace Programs.

TD Bank is committed to maintaining a drug-free workplace and, accordingly, has adopted a comprehensive Drug and Alcohol Abuse Free Workplace policy, applicable to all employees, that likely meets the intended impact of the City of Coconut Creek section on page 10 and 51, but may not meet all requirements outlined by this section. A copy of TD Bank's Drug and Alcohol Abuse Free Workplace policy is attached. TD Bank respectfully requests that the City of Coconut Creek accept its commitment to maintaining a drug-free workplace, as outlined in the TD Bank Drug and Alcohol Abuse Free Workplace policy.

Pg. 10. Section 37. Audit Rights.

TD's financial and accounting records are maintained in accordance with GAAP. Other bank records are maintained in accordance with industry standard banking practices and applicable law. Review and audit of bank records may be made available subject to bank policy and to various confidentiality, privacy, security, and other banking laws and regulations that may otherwise restrict or prohibit access to TD's financial and banking records by third parties.

Pg. 10. Section 38. Patents and Royalties.

This section is not applicable to this RFP and subsequent contract.

Pg. 11. Section 40. Assignment and Sub-Letting.

For purposes of this RFP, acquisition of TD and all of its assets shall not be deemed an assignment. Additionally, the City's written consent shall not be unreasonably withheld.

Pg. 11. Section 41. Venue.

TD agrees to comply with the City's venue requirement. However, TD requires that the Bank and the City each agree that neither the Bank nor the City shall (i) seek a jury trial in any lawsuit, proceeding, counterclaim, or any other action based upon, or arising out of, the agreement/contract or any account or the dealings of the relationship between the Bank and the City, or (ii) seek to consolidate any such action with another in which a jury trial cannot be or has not been waived. This requirement shall be subject to no exceptions.

Conditions of Acceptance



Pg. 12. Section 46. Anti-Discrimination

TD Bank completes an Affirmative Action Plan on an annual basis. The Plan, however, is confidential and it is our company practice not to share details of the plan with outside parties, and we do not do so unless required by process of law. TD Bank is an Affirmative Action employer and is required to maintain data specific by gender and race/ethnicity categories mandated by the EEOC. Please accept a copy of our Equal Employment Opportunity Policy Statement as evidence of our commitment to Affirmative Action/EEO requirements.

Pg. 13. Section 47.1 Termination.

TD is unable to accept the termination provision as stated. Further, TD requests the right to negotiate the conditions of termination.

Section II. Special Terms and Conditions

Pg. 21. TD provides 30 days' notice of cancellation except 15 days for non-payment of premium. TD does not provide notice of non-renewal or changes in limits.

Pg. 22. Section 18. Dispute Resolution.

TD requests that the General Contract Provisions be revised to provide that disputes shall be subject to the provisions of and/or resolved in accordance with the dispute resolution and/or similar provisions of the Cash Management Master Agreement (and associated service appendices).

Pg. 30. Section 30. General Information Required. RE: Litigation/State or Federal Regulatory Action

TD Bank, N.A. has routinely engaged in legal proceedings occurring in the ordinary course of its business, both throughout its footprint and elsewhere in the United States, none of which have a material impact on the financial condition of TD or on TD's ability to perform under the proposed contract. Appropriate measures are in place to defend or dispose of such matters. Material matters are disclosed in TD's consolidated financial statements.



Appendix 2 – Required TD Certifications and Documents

[Return to Table of Contents](#)

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

DBA:
Business Name: TD BANK, N.A.

Receipt #: 403-232863
Business Type: BANKS (BANK)

Owner Name: GARY KAGANOWICH
Business Location: 6700 N. STATE ROAD 7
COCONUT CREEK
Business Phone: 954-426-3334

Business Opened: 05/01/2010
State/County/Cert/Reg:
Exemption Code:

Rooms Seats Employees Machines Professionals

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT
WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

TD BANK, N.A.
6700 N. STATE ROAD 7
COCONUT CREEK, FL 33073

Receipt # 20C-19-00001528
Paid 07/09/2020 150.00

2020 - 2021



Certificate of Insurance

No.: **TDBNA-2020-66-FIBE&O**

Dated: **May 01, 2020**

This document supersedes any certificate previously issued under this number

This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).

Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions, and exclusions of such Policy(ies). This certificate does not amend, extend, or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.

Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.

Certificate Holder: TD Bank, N.A. 2059 Springdale Road Cherry Hill, NJ 08003	Named Insured and Address: The Toronto-Dominion Bank and its subsidiaries, including TD Bank, N.A. 1701 Route 70 East Cherry Hill, NJ 08034
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This certificate is issued regarding:

Evidence of Insurance

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/Expiry Dates	Sums Insured Or Limits of Liability
FINANCIAL INSTITUTION BOND * Employee Dishonesty, On Premises; In Transit; Forgery or Alteration; Counterfeit Currency; Securities; Computer Systems Fraud; Fidelity	Lloyd's Underwriters	FDNFW2000144	May 01, 2020 to May 01, 2021	Each and every loss CDN 25,000,000
ERRORS & OMISSIONS * Professional Liability * Claims Made Policy	Lloyd's Underwriters	FDNFW2000144	May 01, 2020 to May 01, 2021	Any one claim and in the aggregate CDN 25,000,000 Excess of \$10,000 deductible

Notice of cancellation:

The insurer(s) affording coverage under the policies described herein will not notify the certificate holder named herein of the cancellation of such coverage.

Marsh Canada Limited 120 Bremner Boulevard Suite 800 Toronto, ON M5J 0A8 Telephone: 1-844-990-2378 Fax: (416)-8682103 certificaterequests@marsh.com	Marsh Canada Limited  By: _____ Scott Keating
--	--



Certificate of Insurance

No.: 2020-2-CYBER

Dated: December 13, 2020

This document supersedes any certificate previously issued under this number

This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).

Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions, and exclusions of such Policy(ies). This certificate does not amend, extend, or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.

Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.

Certificate Holder:

TD Bank
9000 Atrium Way
Mt. Laurel, NJ 08054

Named Insured and Address:

TD Bank
9000 Atrium Way
Mt. Laurel, NJ 08054

This certificate is issued regarding:
Evidence of Insurance

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/Expiry Dates	Sums Insured Or Limits of Liability	
CYBER LIABILITY	Lloyd's Underwriters	B0509FINDPY2000707	Dec 08, 2020 to Dec 08, 2021	Limit of Liability	CDN 25,000,000
				Self Insured Retention	CDN 25,000,000

Notice of cancellation:

The insurer(s) affording coverage under the policies described herein will not notify the certificate holder named herein of the cancellation of such coverage.

Marsh Canada Limited
120 Bremner Boulevard
Suite 800
Toronto, ON M5J 0A8
Telephone: 1-844-990-2378
Fax: (416)-8682103
certificaterequestscanada@marsh.com

Marsh Canada Limited

By:
Scott Keating

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).


PRODUCER USI Insurance Services, LLC 75 John Roberts Road, Building C South Portland, ME 04106 855 874-0123	CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123		FAX (A/C, No): 877-775-0110
	E-MAIL ADDRESS: _____		
INSURED TD Bank, N.A. 9000 Atrium Way Mt. Laurel, NJ 08054	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Liberty Mutual Fire Insurance Company		23035
	INSURER B : Liberty Insurance Underwriters, Inc.		19917
	INSURER C :		_____
	INSURER D :		_____
	INSURER E :		_____

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Retention-\$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			EB2611259595030	10/01/2020	10/01/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AS2611259595040	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$5,000 \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			100010028117	10/01/2020	10/01/2021	EACH OCCURRENCE \$\$25,000,000 AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WA561D259595010	10/01/2020	10/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured and Waiver of Subrogation status only applies per written contract and is subject to policy terms and conditions. Additional interests under the policy, consisting of, but not limited to mortgagees, lenders loss payees, loss payees, additional insureds and additional named insureds, are covered in accordance with Certificates of Insurance issued to such interests and on file with the Company.
 (See Attached Descriptions)

CERTIFICATE HOLDER TD Bank, N.A. 9000 Atrium Way Mount Laurel, NJ 08054-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

Loss Adjustment and Loss Payment: Losses shall be adjusted with and made payable to or as directed by TD Bank, N.A. The receipt by the payee so designated shall constitute a release in full of all liability with respect to such loss. Coverage as per written contract. Primary coverage and Waiver of Subrogation where required by written contract. 90-day cancellation notice except 15 days for nonpayment of premium.

HARASSMENT AND DISCRIMINATION-FREE WORK ENVIRONMENT

We are committed to a work environment in which individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment and advancement opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, we expect that all interactions and relationships among persons in the workplace will be business-like and free of unlawful bias, prejudice and harassment. In addition to the Policy set forth herein, the Company also has a global ["Respectful Workplace Policy."](#) which is available via this link and on the Company's intranet.

Sexual Harassment

Sexual harassment in the workplace is unlawful. It is also unlawful to retaliate against an Employee for making a complaint of sexual harassment, or for cooperating in an investigation of such a complaint. We unconditionally prohibit sexual harassment of any Employee, by a Manager, intern, co-worker, board member, contractor, subcontractor, vendor, consultant, Customer, visitor, or any other third party involved in our operations. We also unconditionally prohibit sexual harassment by an Employee of a contractor, subcontractor, vendor, consultant, Customer, or any other third party involved in our operations. We also prohibit retaliation against any Employee or individual for making such a complaint, or cooperating in an investigation of such a complaint. All Supervisors and Managers are responsible for enforcing this Policy. Failure to do so will be considered failure to fulfill all the responsibilities and duties of their position.

Sexual harassment refers to any type of verbal or physical behavior of a sexual nature that is unwelcome and has the purpose or effect of creating a work environment that is hostile, offensive, intimidating, or humiliating. Sexual harassment includes sexual advances, requests for sexual favors, and/or verbal or physical conduct of a sexual nature when:

- ❖ Such conduct is made either explicitly or implicitly a term or condition of employment, or is a basis for an employment decision.
- ❖ Such conduct has the purpose or effect of unreasonably interfering with work performance; or
- ❖ Such conduct has the purpose or effect of creating an intimidating, hostile, humiliating, or sexually offensive work environment.

The severity of the conduct and the degree of pervasiveness are considered when evaluating whether this Policy has been violated. The following is a list of conduct which, depending on the circumstances, may constitute unlawful sexual harassment. However, this list is by no means exhaustive:

- ❖ Unwanted sexual advances, whether or not they involve physical touching (including repeated and unwelcome requests for dates);
- ❖ Requests for sexual favors in exchange for actual, or promised, benefits such as favorable reviews, increase in compensation and/or benefits, promotions, or continued employment;
- ❖ Assault or coerced sexual acts;
- ❖ Epithets, jokes of a sexual nature, written or oral references to sexual conduct, discussion of one's sex life, comments about an individual's sexual prowess, deficiencies or activity;

- ❖ Display of objects, pictures, or cartoons of a sexual nature;
- ❖ Unwelcome leering, sexual gestures, whistling, or physical touching of another's body;
- ❖ Demeaning, insulting, intimidating, or sexually suggestive written, recorded, or electronically transmitted messages or images (which include, but are not limited to, messages or images on the Internet, Company intranet, Company e-mail system, or text messaging);
- ❖ Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity or the status of being transgender, such as interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job, sabotaging an individual's work, and bullying, yelling or name-calling; and
- ❖ Other physical, verbal, or visual conduct of a sexual nature and any retaliation, or threat of retaliation against a person who has made a complaint of harassment or threatens to make a complaint of harassment.

Sexual harassment can occur regardless of the gender of the person committing it or the person who is exposed to it. Harassment on the basis of sexual orientation, self-identified gender, perceived gender, or transgender status, are all forms of prohibited sexual harassment.

OTHER FORMS OF HARASSMENT

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this Policy, harassment is verbal or physical conduct that denigrates, or shows hostility or aversion toward an individual because of their race, color, religion, sex, age, national origin, ancestry, nationality, creed, citizenship, alienage, marital or domestic partnership or civil union status, pregnancy (including childbirth, lactation and related medical conditions), affectional or sexual orientation, gender identity and/or expression, mental or physical disability, veteran status, liability for military service, whistleblower status, atypical cellular or blood trait, genetic information (including the refusal to submit to genetic testing) or any other characteristic protected under federal, state, or local law and that:

- ❖ Has the purpose or effect of creating an intimidating, hostile, or offensive work environment;
- ❖ Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- ❖ Otherwise adversely affects the individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, derogatory comments, slurs, or negative stereotyping (including, but not limited to homophobic remarks), threatening, intimidating, or hostile acts; unwelcome physical contact including, without limitation, assault, unwanted touching or blocking normal movement; denigrating jokes, or the display or circulation in the workplace of written or graphical material, such as posters, photography, cartoons or drawings that denigrate or show hostility or aversion toward an individual or group, including transmission through a Company provided electronic resource, or transmission over the Internet or through text message.

INDIVIDUALS AND CONDUCT COVERED

This Policy applies to all Employees, and prohibits harassment, discrimination and retaliation,

whether engaged in by or against fellow Employees, Supervisors, Managers, Board Members, or by or against someone not directly connected to TD Bank (e.g., an outside vendor, visitor, contractor, consultant, or Customer). An individual may be personally liable for harassment even if the Company had no knowledge of such conduct. This Policy prohibits conduct that the Company, in its sole discretion, considers unacceptable or inappropriate, even if the conduct in question does not rise to the level of unlawful harassment or discrimination, or other unlawful conduct.

Conduct prohibited by this Policy is unacceptable in the workplace and in any work-related setting outside the workplace (whether during or after normal business hours), such as during business trips, business meetings, business-related social events, or Company-sponsored events, as well as on any Company owned or controlled property.

REGISTERING A COMPLAINT

If an individual believes that he or she has been subjected to harassment, discrimination or retaliation, it is the individual's responsibility to promptly report the incident to their Manager, Human Resources, or any other member of management with whom the individual feels comfortable. Additionally, complaints can be registered using our Employee Compliant Resolution Process fully described below. If an individual raises a concern with a person whom he or she believes is violating this Policy, the individual must also report the conduct to another member of management or Human Resources. Contact names, addresses and phone numbers can be found in the Company's people directory. If you become aware that another individual is being discriminated against, harassed, or retaliated against, it is your responsibility to bring this conduct immediately to the attention of their Manager, Human Resources or utilize the Employee Compliant Resolution Process. Individuals are encouraged to report concerns, even if they relate to incidents in the past, involve individuals who are no longer affiliated with the Company, or concern conduct occurring outside of work if it impacts the individual at work.

Managers who receive a complaint or information about suspected discrimination, harassment or retaliation, observe behavior that might violate this Policy or for any other reason suspect that discrimination, harassment or retaliation is occurring, are required to report such suspected conduct to Human Resources. Managers who fail to enforce this Policy will be subject to disciplinary action, up to and including termination of employment.

When we receive a complaint under this Policy, or otherwise become aware of a possible violation of this Policy, we will, to the extent possible, investigate the allegations in a prompt and objective manner. Our investigation may include interviews with the complaining party, the person accused, and/or witness(es). All Employees are expected to cooperate fully in the investigation, and to keep matters related to the investigation confidential during the course of the investigation. .

Confidentiality will be maintained by the Bank to the extent practicable and permitted by law, and information only shared with persons who have a need to know.

If our investigation reveals that a violation of this Policy occurred, we will act promptly to take appropriate action. We may impose disciplinary action, up to and including termination of employment, or end relationships with the person(s) responsible. We will respond promptly to complaints of harassment, discrimination, or retaliation and take corrective and/or remedial action as appropriate. We may take action if we determine that the conduct was unacceptable or inappropriate, even if it does not rise to the level of being unlawful. We will also take appropriate action to deter any such conduct in the future.

When we have completed the investigation, we will inform the complaining party of the results of

the investigation. However, because any disciplinary action that may have been taken is generally a private and confidential personnel matter between TD Bank and the Employee, we will not necessarily disclose to the complaining party the nature of the action taken.

The initiation of a good faith complaint of harassment or retaliation will not be grounds for disciplinary action, even if the allegations cannot be substantiated. We also recognize that false or malicious accusations, especially of sexual harassment, may have serious effects on innocent persons. If, after investigating a complaint of harassment, discrimination or retaliation, we determine that an Employee has knowingly provided false information, we may take appropriate disciplinary action against that Employee, up to and including termination of employment.

PROTECTION FROM RETALIATION

Retaliation is prohibited against any individual by another person or by the Company for, in good faith, using this complaint procedure, reporting proscribed discrimination, harassment, or retaliation, or participating in or cooperating with an internal or external investigation or proceeding relating to potential discrimination, harassment, or retaliation.

An individual should report any retaliation prohibited by this Policy to their Manager, Human Resources, or any other member of management with whom the individual feels comfortable. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

Also see the Company's full Anti-Retaliation Policy below, within the section on Employee Complaint Procedures for Suspected Unlawful or Unethical Behavior.

STATE AND FEDERAL REMEDIES

We are confident that complaints of harassment, discrimination and retaliation can be resolved internally. Each state, some municipalities and the federal government have specific agencies that enforce employment laws, including those that prohibit harassment, discrimination and retaliation. Employees have the right to file a complaint with any of these agencies, such as the Equal Employment Opportunity Commission ("EEOC"), or local human relations commissions. Each state, some municipalities and the federal government, also have statutes that prohibit harassment, discrimination, and retaliation, including Title VII of the Civil Rights Act of 1964. Employees also have the right to file a lawsuit in state or federal court. Employees are protected by these same laws from retaliation for filing a complaint of unlawful discrimination or harassment with any government agency or court.

Please refer to [Appendix A of this Employee Handbook](#), or contact Human Resources, for information on how to contact the appropriate government agency if you feel the issue cannot be resolved within the Company's processes.

COMMITMENT TO SERVING THE COMMUNITY

TD Bank is committed to bringing a full range of financial services and products to Customers in the communities in which we do business.

We work together with Customers, community leaders and organizations, state and local government officials, and local businesses to understand the needs of our communities. We support active participation in community based organizations and programs, charitable giving and other community development investments.

We are committed to the Community Reinvestment Act. We have an obligation to meet the credit and financial services needs of all individuals and areas in our communities, including low and moderate-income families and geographies, and small businesses.

We commit to comply with the Equal Credit Opportunity Act, the Fair Housing Act and other applicable federal, state and local regulations. Every Employee is expected to serve prospective and existing customers fairly without regard to race, color, religion, creed, national origin, nationality, ancestry, sex, pregnancy, parenthood, childbirth or related medical conditions, the non-use of the surname of a spouse, sexual orientation, gender identity or expression, political affiliation, age (provided that an applicant has the capacity to enter into a binding contract), marital status, familial status or responsibilities, civil union status or domestic partnership status, disability (such as sensory, physical, or mental, or blindness), learning disability, actual or perceived personal appearance, genetic information, HIV status, military status (including dishonorable discharge), matriculation, order of protection status, receipt of public assistance, the good faith exercise of any rights under the Consumer Credit Protection Act, or any other basis protected by applicable federal, state, or local law ("prohibited factors").

Employees are encouraged to become involved in activities that promote and enhance the quality of life in the communities we serve. The personal and professional growth of every Employee is enhanced by the well-being of the entire community.

:: DIVERSITY ::

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

Our policy is to provide equal employment opportunities to all applicants and Employees in all aspects of employment without regard to race, color, religion, sex, age, national origin, ancestry, nationality, creed, citizenship, alienage, marital or domestic partnership or civil union status, pregnancy (including childbirth, lactation and related medical conditions), affectional or sexual orientation, gender identity and/or expression, mental or physical disability, veteran status, liability for military service, whistleblower status, atypical cellular or blood trait, genetic information (including testing, the refusal to submit to genetic testing and characteristics), or any other characteristic protected under federal, state, or local law and to affirmatively seek to advance the principles of equal employment opportunity.

Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits unlawful discrimination by any Employee, including supervisors and coworkers. Furthermore, the Company will recruit, hire, train, and promote persons in all job titles, and ensure that all other personnel actions are administered, without regard to any such legally protected statuses, and we will ensure that all employment decisions are based only on valid job requirements.

As President and CEO of TD Bank, I affirm that the above Equal Employment Opportunity Policy

Statement and the Company's Affirmative Action Program and Plan reflect the Company's attitude and its intention to:

1. Recruit, hire, train and promote for all job classifications.
2. Base decisions on employment so as to further the principles of equal employment opportunity.
3. Ensure that promotion decisions are consistent with the principles of equal employment opportunity.
4. Ensure that all other personnel actions such as compensation, benefits, transfers, terminations, Company-sponsored training, tuition assistance, social and recreation programs will be administered in accordance with the principles of equal employment.
5. Take affirmative action to employ and advance in employment protected veterans and individuals with disabilities pursuant to Section 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA) and Section 503 of the Rehabilitation Act of 1973, as amended (Section 503).
6. Provide reasonable accommodation to known physical or mental limitations of an otherwise qualified Employee or applicant for employment, unless the accommodation would impose undue hardship on the operation of our business or pose a direct threat to the health and safety of the individual or others.

Overall responsibility for directing and implementing the Equal Employment Opportunity Policy as described here and the Company's Affirmative Action Program has been assigned to the Head of US Diversity and Inclusion, who serves as the Company's EEO Officer.

The EEO Officer's responsibilities include designing and implementing an audit and reporting system that will:

1. Measure the effectiveness of the Company's Affirmative Action Program.
2. Indicate any need for remedial action.
3. Determine the degree to which our objectives have been attained.
4. Determine whether individuals with known disabilities and protected veterans have had the opportunity to participate in all Company-sponsored educational, training, recreational, and social activities.
5. Measure compliance with the Company's Affirmative Action Program's specific obligations.

I encourage all Employees and applicants for employment to take advantage of the available opportunities provided by the Company's Affirmative Action Plan. The Head of US Diversity and Inclusion may be contacted, during normal business hours, if you have any questions or concerns about the Company's Affirmative Action Program or if you want to review the non-confidential portions of the Company's Affirmative Action Program for individuals with a disability or for protected veterans.

Furthermore, TD Bank prevents the harassment of persons placed through the Company's Affirmative Action Program, and ensures that no person intimidates anyone or threatens, discriminates, or retaliates against anyone because they engaged in any of the following activities:

1. Filing a complaint;
2. Assisting or participating in an investigation, compliance review, hearing, or any other activity related to the administration of the affirmative action provisions of Executive Order 11246, Executive Order 13672, Section 503 of the Rehabilitation Act of 1973, as amended, Section 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended by the 2002 Jobs for Veterans Act, or any other federal, state or local law requiring equal opportunity for individuals regardless of race, color, religion, national origin, gender, sexual orientation, gender identity, age, genetic information, disability, protected veteran status, or any other characteristic protected by applicable federal, state, or local law.
3. Opposing any act or practice made unlawful by Executive Order 11246, Executive Order 13672, Section 503 of the Rehabilitation Act of 1973, or its implementing regulations, Section 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, or its implementing regulations, or any other federal, state or local law requiring equal opportunity for individuals regardless of their race, color, religion, national origin, gender, sexual orientation, gender identity, age, genetic information, disability, protected veteran status, or any other characteristic protected by federal, state or local law.
4. Exercising any other right protected by Executive Order 11246, Executive Order 13672, Section 503 of the Rehabilitation Act of 1973, or its implementing regulations, or Section 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, or its implementing regulations.

Individuals who believe they have been subjected to any form of discrimination, or if they are aware of an incident of discrimination involving another individual, should register a complaint following the procedures set forth in the Harassment and Discrimination-Free Work Environment policy. The Company will conduct a thorough and objective investigation in a timely fashion and attempt to resolve the situation. The investigation will be completed, and a determination made and communicated to you as soon as practical. Any Employee who acts in violation of this Equal Employment Opportunity Policy will be subject to appropriate disciplinary action, up to and including immediate termination . I am sure that the entire management and staff of TD Bank will bring their considerable talents and commitments to bear in a manner that will ensure TD Bank is a leader in achieving meaningful opportunities for all.

The Equal Employment Opportunity Commission (“EEOC”) and equivalent state agencies will accept and investigate charges of unlawful discrimination at no charge to the complaining party. The nearest office of the EEOC and equivalent state agencies can be found in your local telephone directory.

TD Bank is committed to be in full compliance with the provisions of the law and of the Company’s Affirmative Action Program.

By:

A handwritten signature in black ink on a white rectangular background, which is tilted slightly to the right. The signature appears to be 'Greg Braca'.

Greg Braca
President and Chief Executive Officer



Appendix 3 – Sample Statements/ Reports

[Return to Table of Contents](#)



Bank

America's Most Convenient Bank®

STATEMENT OF ACCOUNT

I

SAMPLE CUSTOMER STATEMENT
123 MAIN STREET
CITY, STATE 12345

Page: 1 of 1
Statement Period: Sep 01 2016-Sep 30 2016
Cust Ref #: 1234567890-408-I-***
Primary Account #: 1234567890

Business Analysis

SAMPLE CUSTOMER STATEMENT

Account # 1234567890

ACCOUNT SUMMARY

Beginning Balance	265,328.41	Average Collected Balance	331,457.07
Deposits	100,000.00		
Checks Paid	73,716.00		
Ending Balance	291,612.41		

DAILY ACCOUNT ACTIVITY

Deposits

POSTING DATE	DESCRIPTION	SERIAL NO.	AMOUNT
9/3	DEPOSIT		100,000.00
Subtotal:			100,000.00

Checks Paid

No. Checks: 17

*Indicates break in serial sequence or check processed electronically and listed under Electronic Payments

DATE	SERIAL NO.	AMOUNT	DATE	SERIAL NO.	AMOUNT
9/16	3120	1,000.00	9/14	3142*	2,500.00
9/25	3132*	1,000.00	9/18	3143	7,500.00
9/3	3134*	3,500.00	9/17	3144	5,000.00
9/11	3135	4,000.00	9/28	3145	5,000.00
9/17	3136	1,000.00	9/28	3147*	5,000.00
9/15	3137	10,000.00	9/28	3150*	20,000.00
9/16	3138	216.00	9/30	3156*	5,000.00
9/18	3139	1,000.00	9/29	3161*	1,000.00
9/11	3140	1,000.00			
Subtotal:					73,716.00

DAILY BALANCE SUMMARY

DATE	BALANCE	DATE	BALANCE
8/31	265,328.41	9/17	337,112.41
9/3	361,828.41	9/18	328,612.41
9/11	356,828.41	9/25	327,612.41
9/14	354,328.41	9/28	297,612.41
9/15	344,328.41	9/29	296,612.41
9/16	343,112.41	9/30	291,612.41

Call 1-800-YES-2000 for 24-hour Direct Banking service



SAMPLE STATEMENT

Here are a few key items you'll see on your new statement.

Bank Contact Information

Quickly find your key contact information.

Marketing Message

Receive important updates directly on your statement.

Relationship Summary

Your relationship information at a glance.

Balance Summary

Make informed decisions about managing your cash.

Results Summary

Easily determine your net fee position for the month.



Page 1 of 4

Activity For: 08/01/10 to 08/31/10
 Relationship: 000000001123456789
 Settlement Account: 000000001123456789
 Settlement Type: Debit
 Settlement Cycle: Monthly

Officer: Sally Jones
 CM Officer: Joe Smith
 Phone #: (207) 111-2222
 Customer Care Phone #: (800) 999-9991

ABC COMPANY
 123 STREET
 ANYTOWN, ST ZIP

Welcome to your new Account Analysis statement.

Relationship Summary

Account Number	Account Name	Investable Balance	Excess/(Deficit) Balance
0000000000123456789	ABC Company	\$13,851.96	(\$444,456.69)
0000000000987654321	ABC Company	\$5,526.31	(\$1,188,546.28)
	Total	\$20,778.27	(\$1,613,002.97)

Balance Summary

Average Ledger Balance	31 Days	\$24,872.16
Less Average Float		\$1,885.19
Average Collected Balance		\$23,086.97
Average Positive Collected Balance		\$23,086.97
Collected Balance		\$23,086.97
Less Reserve Requirement	10.000000%	\$2,308.70
Investable Balance		\$20,778.27
Positive Collected Balance		\$23,086.97
Less Balance Required for Services		\$1,636,089.94
Excess/(Deficit) Balance		(\$1,613,002.97)

Results Summary

Earnings Credit Allowance	0.200000%	\$3.53
Less Total Analyzed Fees		\$250.12
Total Analyzed Results		(\$246.59)
Total Analyzed Service Charges This Statement		\$246.59

The Total Deficit Analyzed Result of \$246.59 was Charged to Account 123456789 on 09/07/10.

Service Detail

Track service activity grouped by product category.



Page 2 of 4

Activity For: 08/01/10 to 08/31/10
 Relationship: 000000001123456789
 Settlement Account: 000000000123456789
 Settlement Type: Debit
 Settlement Cycle: Monthly

ABC COMPANY

Service Detail

AFP Code	Service Description	Volume	Unit Price	Total Price	Balance Required
Balance And Compensation Info					
000230	FDIC Assessment	25	\$0.1150	\$2.88	\$18,838.71
Depository Services					
010101	Deposits Processed	34	\$1.0000	\$34.00	\$222,401.48
100200	Checks Deposited	60	\$0.1500	\$9.00	\$58,870.98
150100	Checks Paid	792	\$0.2200	\$174.24	\$1,139,742.17
General Account Services					
100000	Account Maintenance	2	\$15.0000	\$30.00	\$196,236.60
Total Analyzed Fees				\$250.12	\$1,636,089.94
Total Fee Based Fees				\$0.00	\$0.00
Total Waived Fees					\$0.00
Total Services Performed				\$250.12	

Historical Summary

Period	Average Ledger Balance	Average Uncollected Balance	Average Collected Balance	Earnings Credit	Analyzed Services	Service Charges Paid
September	\$60,253.10	\$3,995.02	\$55,253.05	\$10.12	\$120.23	\$110.11
October	\$62,121.12	\$4,102.04	\$58,353.20	\$11.23	\$131.53	\$120.30
November	\$65,063.00	\$4,069.01	\$60,994.56	\$11.28	\$115.17	\$103.89
December	\$77,988.66	\$4,000.77	\$73,988.85	\$14.14	\$139.52	\$125.38
January	\$74,203.00	\$4,977.11	\$69,226.50	\$13.23	\$113.34	\$100.11
February	\$64,612.12	\$4,998.00	\$59,614.00	\$10.29		
March	\$66,960.00	\$4,515.01	\$62,448.85	\$11.93		
April	\$61,327.27	\$6,206.03	\$55,121.55	\$10.19		
May	\$66,427.07	\$3,974.22	\$62,453.00	\$11.93		
June	\$68,749.96	\$3,783.64	\$64,966.45	\$9.61		
July	\$71,612.52	\$7,187.25	\$64,426.88	\$9.85		
August	\$100,209.00	\$5,859.89	\$94,351.52	\$14.42	\$167.02	\$152.60

Please review your statement promptly and notify the bank of any errors within 60 days. We will investigate your claim and will correct any errors.

Historical Summary

Monitor relationship activity over a period of time.



Sample TD eTreasury Reports

Current Day Combination Report: All Function Corp - noTD Sample

Ledger Date: 04/14/2016 Account: 29143170 - Checking - 'Disbursement Account' Bank ID: 211274450

Description	Item(s)	Amount (USD)
1 Day Float		.00
2 or more days float		.00
Current Available		17,538.31
Current Ledger		17,538.31
Opening Ledger		17,539.31

Debits			
Description	Bank Reference	Customer Reference	Amount (USD)
Book Transfer Debit	20160414000001		1.00
TD ETREASURY DR Internal Account Transfer			
Book Transfer Debit Total: 1 Item(s)			1.00
TOTAL OF 1 ITEMS			1.00

Ledger Date: 04/14/2016 Account: 29143188 - Checking - 'Operating Account' Bank ID: 211274450

Description	Item(s)	Amount (USD)
1 Day Float		.00
2 or more days float		.00
Current Available		15,689.91
Current Ledger		15,689.91
Opening Ledger		15,688.91

Credits						
Description	Bank Reference	Customer Reference	Distributed Funds			Amount (USD)
			0-Day	1-Day	2+Day	
Book Transfer Credit	20160414000001		.00	.00	.00	1.00
TD ETREASURY CR Internal Account Transfer						
Book Transfer Credit 1 Item(s)			.00	.00	.00	1.00
TOTAL OF 1 ITEMS			.00	.00	.00	1.00

Bank ID: 211274450

Description	Amount (USD)
1 Day Float	.00
2 or more days float	.00
Current Available	33,228.22
Current Ledger	33,228.22
Opening Ledger	33,228.22

End of Bank Totals

End Of Report

Report Criteria:

Transaction Types: 191,195,196,198,201,202,208,212,213,214,216,218,221,222,224,226,227,229,491,493,495,496,498,501,502,508,512,513,514,516,518,522,524,526,527,529,115,116,118,121,122,123,171,172,173,174,175,176,184,187,189,301,366,135,136,142,143,145,147,155,156,164,165,166,168,169,445,447,451,452,455,462,464,466,468,469,472,474,475,476,477,479,481,484,485,487,489,552,554,555,557,558,563,564,566,567,568,108,206,232,233,234,235,236,237,238,240,241,242,243,244,246,247,248,249,252,254,255,257,258,261,263,266,268,274,275,276,277,278,281,286,295,306,308,331,342,344,345,346,347,348,349,351,353,354,357,358,359,362,363,364,367,368,369,372,373,374,376,377,378,379,381,382,383,384,386,387,388,391,392,393,394,395,397,398,399,408,409,415,421,422,423,435,506,531,533,535,538,540,541,542,543,544,546,547,548,549,574,575,577,578,581,595,597,616,622,627,629,631,633,634,641,644,651,654,656,657,658,659,661,662,663,664,666,667,668,669,672,673,674,676,677,678,679,681,682,683,684,686,687,688,691,692,693,694,695,696,698,699,697

Date Range: > 04/13/2016 11:59:59 PM & <= 04/14/2016 11:59:59 PM

Accounts: Test Account 3 - 29143170 , WebExpress-Test 4 - 29143188

Prior Day Combination Report: TD Sample Corp - TD Sample

Ledger Date: 04/07/2016 Account: 4252713 - Checking - 'Operating 23' Bank Id: 011103093 Bank:TD BANK NA

Description	Items	Amount (USD)
1 Day Float		.00
2 or more days float		.00
Closing Available		132.08
Closing Ledger		132.08
Opening Available		132.08
Opening Ledger		132.19
Total Credits	0	.00
Total Debits	2	.11

Debits			
Description	Bank Reference	Customer Reference	Amount (USD)
Book Transfer Debit	000028789	0	.07
Transfer To CK 29143188			
Book Transfer Debit	000028788	0	.04
Transfer To CK 29143188			
Book Transfer Debit Total: 2 Item(s):			.11
Debits Sub-total: 2 transactions			.11
TOTAL: 2 transactions			.11

Bank Totals

Bank ID:011103093, Bank Name:TD BANK NA

Description	Amount (USD)
1 Day Float	.00
2 or more days float	.00
Closing Available	132.08
Closing Ledger	132.08
Opening Available	132.08
Opening Ledger	132.19
Total Credits	.00
Total Debit Count	2.00
Total Debits	.11

End of Bank Totals

Ledger Date: 04/07/2016 Account: 29143188 - Checking - 'Operating 26' Bank Id: 211274450 Bank:TD BANK, N.A.

Description	Items	Amount (USD)
1 Day Float		.00
2 or more days float		.00
Closing Available		125.49
Closing Ledger		125.49
Opening Available		125.49
Opening Ledger		125.38
Total Credits	2	.11
Total Debits	0	.00



Credits			Distributed Funds			Amount (USD)
Description	Bank Reference	Customer Reference	0-Day	1-Day	2+Day	
Book Transfer Credit Transfer To CK 29143188	000039560	0				.07
Book Transfer Credit Transfer To CK 29143188	000039559	0				.04
Book Transfer Credit Total:		2 Item(s)				.11
Credits Sub-total: 2 transactions						.11
TOTAL: 2 transactions						.11

Bank Totals

Bank ID:211274450, Bank Name:TD BANK, N.A.

Description	Amount (USD)
1 Day Float	.00
2 or more days float	.00
Closing Available	125.49
Closing Ledger	125.49
Opening Available	125.49
Opening Ledger	125.38
Total Credit Count	2.00
Total Credits	.11
Total Debits	.00

End of Bank Totals

GRAND TOTALS

Description	Amount (USD)
1 Day Float	.00
2 or more days float	.00
Closing Available	257.57
Closing Ledger	257.57
Opening Available	257.57
Opening Ledger	257.57
Total Credit Count	2.00
Total Credits	.11
Total Debit Count	2.00
Total Debits	.11

End of Bank Totals

End Of Report

Report Criteria:

Transaction Types: 552,554,555,557,558,563,564,566,567,568,472,474,475,476,477,479,481,484,485,487,489,491,493,495,496,498,501,502,508,512,513,514,516,518,522,524,526,527,529,191,195,196,198,201,202,208,212,213,214,216,218,221,222,224,226,227,229,115,116,118,121,122,123,171,172,173,174,175,176,184,187,189,301,366,135,136,142,143,145,147,155,156,164,165,166,168,169,445,447,451,452,455,462,464,466,468,469,108,206,232,233,234,235,236,237,238,240,241,242,243,244,246,247,248,249,252,254,255,257,258,261,263,266,268,274,275,276,277,278,281,286,295,306,308,331,342,344,345,346,347,348,349,351,353,354,357,358,359,362,363,364,367,368,369,372,373,374,376,377,378,379,381,382,383,384,386,387,388,391,392,393,394,395,397,398,399,408,409,415,421,422,423,435,506,5



31,533,535,538,540,541,542,543,544,546,547,548,549,574,575,577,578,581,595,597,616,622,627,629,631,633,63
4,641,644,651,654,656,657,658,659,661,662,663,664,666,667,668,669,672,673,674,676,677,678,679,681,682,683,
684,686,687,688,691,692,693,694,695,696,698,699,697

Date Range: > 04/06/2016 11:59:59 PM & <= 04/07/2016 11:59:59 PM

Accounts: WebExpress Test 2 - 4252713 , WebExpress-Test 4 - 29143188

Check Services Transaction Report: TD Sample Corp - TD Sample

Account	Check Number	Type	Check Date	Amount	Status	Expiration Date	UserCode	Entry Date/Time
4252713 Operating 23	333333	Stop		4.00	NA	04/01/2017	vjarrel	04/01/2016 04:19:14
4252713 Operating 23	333333	Cancel		4.00	In process	NA	vjarrel	04/01/2016 04:24:59
4252713 Operating 23	1005-1025	Stop			NA	04/04/2017	vjarrel	04/04/2016 11:52:58
4252713 Operating 23	1005-1025	Cancel			In process	NA	vjarrel	04/04/2016 11:58:30
4252713 Operating 23	9913-9916	Stop			NA	04/13/2017	pbowie	04/13/2016 01:01:00
4252713 Operating 23	1113-1117	Stop			NA	04/13/2017	pbowie	04/13/2016 01:01:02
4252713 Operating 23	7913-7915	Stop			NA	04/13/2017	pbowie	04/13/2016 01:01:03
4252713 Operating 23	7916	Stop			NA	04/13/2017	pbowie	04/13/2016 01:06:34
4252713 Operating 23	7916	Cancel			In process	NA	pbowie	04/13/2016 01:07:00
4252713 Operating 23	9913-9916	Cancel			In process	NA	pbowie	04/13/2016 01:10:39

End Of Report

Wire Confirmation Detail: TD Sample Corporation - TD Sample

Debit/Credit	Amount	Bank Sequence #	Payment Type
Debit	1.03 USD	160412095917H300	FED

Posting Date: 04/12/2016
 Value Date: 04/12/2016
 Wire Service Reference: 20160412C1B76D1C000001
 Debit Account#: 29143170-USD-Operating 26
 Reference for Beneficiary: Wires Fed
 Originating Customer ID: 29143170
 Originating Customer Name: Test Account
 Originating Customer Address 1: 6000 Atrium Way
 Originating Customer Address 2: Quick Address
 Originating Customer Address 3: Mt Laurel NJ 08054
 Originating Bank ID: 211274450
 Beneficiary Account Number: 4252713
 Beneficiary Name: Hudson United Bank
 Beneficiary Bank ID: 321175232
 Beneficiary Bank Name: C A H P CREDIT UNION
 Beneficiary Bank Address 1: P.O. BOX 276507
 Beneficiary Bank Address 2: SACRAMENTO, CA
 Beneficiary Bank Address 3: SACRAMENTO CA 958276507
 Receiving Bank ID: 321175232
 Receiving Bank Name: C A H P CREDIT UNI
 Details of Payment 1: Details of Payment 1

Debit/Credit	Amount	Bank Sequence #	Payment Type
Debit	1.08 USD	160412100646H300	FED

Posting Date: 04/12/2016
 Value Date: 04/12/2016
 Wire Service Reference: 20160412C1B76D1C000005
 Debit Account#: 29143170-USD-Operating 26
 Originating Customer ID: 29143170
 Originating Customer Name: Test Account
 Originating Customer Address 1: 6000 Atrium Way
 Originating Customer Address 2: Mt Laurel, NJ -
 Originating Bank ID: 211274450
 Beneficiary Account Number: 4252713
 Beneficiary Name: Hudson United Bank
 Beneficiary Bank ID: NRTHUS33XXX
 Beneficiary Bank Name: TD BANK, N.A.
 Beneficiary Bank Address 1: 6000 ATRIUM WAY
 Beneficiary Bank Address 3: MOUNT LAUREL,NJ UNITED STATES
 Receiving Bank ID: 031101266
 Receiving Bank Name: TD BANK, NA
 Details of Payment 1: dfgjdfg

Debit/Credit	Amount	Bank Sequence #	Payment Type
Debit	1.04 USD	160412100123H300	FED

Posting Date: 04/12/2016
 Value Date: 04/12/2016
 Wire Service Reference: 20160412C1B76D1C000002
 Debit Account#: 29143170-USD-Operating 26
 Reference for Beneficiary: Wires Fed
 Originating Customer ID: 29143170
 Originating Customer Name: Test Account
 Originating Customer Address 1: 6000 Atrium Way
 Originating Customer Address 2: Quick Address
 Originating Customer Address 3: Mt Laurel NJ 08054
 Originating Bank ID: 211274450
 Beneficiary Account Number: 4252713
 Beneficiary Name: Hudson United Bank

Beneficiary Bank ID: 321175232
 Beneficiary Bank Name: C A H P CREDIT UNION
 Beneficiary Bank Address 1: P.O. BOX 276507
 Beneficiary Bank Address 2: SACRAMENTO, CA
 Beneficiary Bank Address 3: SACRAMENTO CA 958276507
 Receiving Bank ID: 321175232
 Receiving Bank Name: C A H P CREDIT UNI
 Details of Payment 1: Details of Payment 1

Debit/Credit	Amount	Bank Sequence #	Payment Type
Debit	1.05 USD	160412100208H300	FED

Posting Date: 04/12/2016
 Value Date: 04/12/2016
 Wire Service Reference: 20160412C1B76D1C000003
 Debit Account#: 29143170-USD-Operating 26
 Reference for Beneficiary: Wires Fed
 Originating Customer ID: 29143170
 Originating Customer Name: Test Account
 Originating Customer Address 1: 6000 Atrium Way
 Originating Customer Address 2: Quick Address
 Originating Customer Address 3: Mt Laurel NJ 08054
 Originating Bank ID: 211274450
 Beneficiary Account Number: 4252713
 Beneficiary Name: Hudson United Bank
 Beneficiary Bank ID: 321175232
 Beneficiary Bank Name: C A H P CREDIT UNION
 Beneficiary Bank Address 1: P.O. BOX 276507
 Beneficiary Bank Address 2: SACRAMENTO, CA
 Beneficiary Bank Address 3: SACRAMENTO CA 958276507
 Receiving Bank ID: 321175232
 Receiving Bank Name: C A H P CREDIT UNI
 Details of Payment 1: Details of Payment 1

Debit/Credit	Amount	Bank Sequence #	Payment Type
Debit	1.07 USD	160412100643H300	FED

Posting Date: 04/12/2016
 Value Date: 04/12/2016
 Wire Service Reference: 20160412C1B76D1C000004
 Debit Account#: 29143170-USD-Operating 26
 Originating Customer ID: 29143170
 Originating Customer Name: Test Account
 Originating Customer Address 1: 6000 Atrium Way
 Originating Customer Address 2: Mt Laurel, NJ -
 Originating Bank ID: 211274450
 Beneficiary Account Number: 4252713
 Beneficiary Name: Hudson United bank
 Beneficiary Bank ID: NRTHUS33XXX
 Beneficiary Bank Name: TD BANK, N.A.
 Beneficiary Bank Address 1: 6000 ATRIUM WAY
 Beneficiary Bank Address 3: MOUNT LAUREL,NJ UNITED STATES
 Receiving Bank ID: 031101266
 Receiving Bank Name: TD BANK, NA
 Details of Payment 1: Details 1Details 2

Debit/Credit	Amount	Bank Sequence #	Payment Type
Debit	1.25 USD	160412100810H300	SWF

Posting Date: 04/12/2016
 Value Date: 04/12/2016
 Foreign Currency: CAD
 Exchange Rate: 0.7897
 Debit Account#: 29143170-USD-Operating 26

Originating Customer ID: 29143170
 Originating Customer Name: Test Account
 Originating Customer Address 1: 6000 Atrium Way
 Originating Customer Address 2: Mt Laurel, NJ -
 Originating Bank ID: 211274450
 Beneficiary Account Number: 4252713
 Beneficiary Name: Hudson United bank
 Beneficiary Bank ID: ACADGB21XXX
 Beneficiary Bank Name: TD ASSET MANAGEMENT LTD
 Beneficiary Bank Address 1: TRITON COURT
 Beneficiary Bank Address 2: 14-18 FINSBURY SQUARE
 Beneficiary Bank Address 3: LONDON UNITED KINGDOM
 Receiving Bank ID: NRTHUS30XXX
 Details of Payment 1: Details 1Details 2

Debit/Credit	Amount	Bank Sequence #	Payment Type
Debit	1.28 USD	160412100813H300	SWF

Posting Date: 04/12/2016
 Value Date: 04/12/2016
 Foreign Currency: CAD
 Exchange Rate: 0.7897
 Debit Account#: 29143170-USD-Operating 26
 Originating Customer ID: 29143170
 Originating Customer Name: Test Account
 Originating Customer Address 1: 6000 Atrium Way
 Originating Customer Address 2: Mt Laurel, NJ -
 Originating Bank ID: 211274450
 Beneficiary Account Number: 4252713
 Beneficiary Name: Hudson United Bank
 Beneficiary Bank ID: ROYCAEA1XXX
 Beneficiary Bank Name: ROYAL BANK OF CANADA
 Beneficiary Bank Address 1: API WORLD TOWER
 Beneficiary Bank Address 2: 10TH FLOOR, OFFICE 1002
 Beneficiary Bank Address 3: DUBAI UNITED ARAB EMIRATES
 Receiving Bank ID: NRTHUS30XXX
 Details of Payment 1: DF1073

End Of Report

Report Criteria:

Transaction Types: Other

Date Range: > 04/11/2016 11:59:59 PM & <= 04/12/2016 11:59:59 PM

Accounts: Test Account 3 - 29143170

Amount Range: (>=0.0)

Wire Confirmation Summary: TD Sample Corp - TD Sample

Wire Transfer Debits

Bank Sequence Number Wire Service Reference	Value Date Beneficiary	Payment Amount Sending Bank/Contra Account	Payment Type
29143170-USD-Operating 26			
160412095917H300 20160412C1B76D1C000001	04/12/2016 Hudson United Bank	1.03 USD TD BANK ME	FED 160412095917H300
160412100646H300 20160412C1B76D1C000005	04/12/2016 Hudson United Bank	1.08 USD TD BANK ME	FED 160412100646H300
160412100123H300 20160412C1B76D1C000002	04/12/2016 Hudson United Bank	1.04 USD TD BANK ME	FED 160412100123H300
160412100208H300 20160412C1B76D1C000003	04/12/2016 Hudson United Bank	1.05 USD TD BANK ME	FED 160412100208H300
160412100643H300 20160412C1B76D1C000004	04/12/2016 Hudson United bank	1.07 USD TD BANK ME	FED 160412100643H300
160412100810H300	04/12/2016 Hudson United bank	1.25 USD	SWF 160412100810H300
160412100813H300	04/12/2016 Hudson United Bank	1.28 USD	SWF 160412100813H300

29143170-USD-Operating 26		Payment Total:	7.80
# of Items:	7.00	Grand Total Debits:	7.80

Wire Transfer Credits

Bank Sequence Number Wire Service Reference	Value Date Originating Customer	Payment Amount Sending Bank/Contra Account	Payment Type
# of Items:		0.00	7.80

End Of Report

Report Criteria:

Transaction Types: Other

Date Range: > 04/11/2016 11:59:59 PM & <= 04/12/2016 11:59:59 PM

Accounts: Test Account 3 - 29143170

Amount Range: (>=0.0)



Appendix 4 – Addendum Acknowledgment

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CITY OF COCONUT CREEK

FINANCE AND ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

4800 WEST COPANS ROAD
COCONUT CREEK, FLORIDA 33063

ADDENDUM NO. 01

03/08/2021

RFP No.: 03-17-21-10
RFP Name: Banking Services
Due Date/Time: Wednesday, March 17, 2021 at 10:00 a.m. EST

Our records indicate that your firm is in receipt of proposal documents for RFP No. 03-17-21-10. This Addendum is hereby made part of the specifications and shall be included with all contract documents.

- 1) REPLACE PAGE(S): 31 with 31(a)
Note: Words underlined and **bold** are additions, words ~~marked through~~ are deletions.
- 2) Questions and Answers (1 through 54) will be transmitted electronically through the "Questions Tab" of the eBid System. Supporting documentation for the questions listed below are attached.
 - a) Will the City provide an Analysis Statement for 3 months? If Account Analysis statements will not be provided, please provide the average balances maintained in the proposed bank accounts to use for Analysis purposes and to provide the ECR as requested.
 - b) Could you please provide average balances for all accounts being included in this RFP designating which are interest bearing vs non interest bearing.
 - c) Please provide copies of three (3) recent account analysis statements, ideally one with peak transactional activity, one with average activity and one low volume activity month.
 - d) Please provide sample Utility Bill that would process through Lockbox.
 - e) Is there an OCR scanline on the Utility billing Lockbox.
 - f) Please provide samples of all remittance documents received in the lockbox.
 - g) What is your remittance address for your existing Lockbox.
 - h) Please provide file format for daily lockbox file provided to the City.
 - i) Please provide the sequence imbedded in the OCR scanline / barcode of the provided Lockbox bills (Include sample for review).
- 3) **Attachments with this Addendum:**
 - Account Analysis Statements for the period November 2020 – January 2021
 - Utility Bill Sample
 - Lockbox File

This addendum acknowledgment sheet must be submitted electronically with your response through the eBid System by the due date and time indicated above. Failure to return this sheet may disqualify Proposer.

Pamela Ramkalawan
Proposer's Signature

3/17/21
Date

TD Bank, N.A.
Company Name

5900 N. Andrews Ave, Ft. Lauderdale FL 33309
Company Address

(954) 233-2064
Phone Number

(954) 233-2037
Fax Number

ASHA BENJAMIN
Procurement Analyst
abenjamin@coconutcreek.net

addition, include any such investigation which concluded in an enforcement or disciplinary action ordered or imposed in the last three (3) years.

7. Provide a statement as to whether the selection of your bank will result in any current or potential conflict of interest. If so, your bank's response must specify the party with which the conflict exists or might arise, the nature of the conflict, and whether your bank would step aside or resign from the engagement or representation creating the conflict. Please disclose any financial or contractual relationship that your bank or any individual member of your bank has or had (over the past three (3) years) with any City Commissioner.
8. Describe what kind of Treasury Management Services your bank can provide to the City. Discuss the factors that differentiate your service from that of other providers.
9. List any cash management services that your bank has outsourced in the past twenty-four (24) months and provide an explanation for the decision to outsource these services.
10. Respondent is to make a statement if they have ever had a service agreement terminated for cause in the last seven (7) years and detail the date, entity/name of company.
11. Provide details on any merger or acquisition that the bank is currently committed to and the expected impact on the services requested in this RFP.
12. All City employees, upon presenting proper required identification, and whether or not they maintain an account with the proposer, must be allowed to cash their payroll checks unimpeded by usual proposer requirements. Detail other accommodations you plan to offer City employees.
13. The Respondent must have a branch bank located **within 2 miles of the city limits** of Coconut Creek. Please provide addresses and hours of operation of all branches within the City, including any weekend hours.
14. If you offer a payroll debit card program, provide details.
15. Provide names, address, phone numbers, e-mail address, and contract period of two (2) references of current Florida Government customers and two (2) references of past Florida Government customers, preferably with comparable volumes and origination types, who have been using services requested in this RFP.
16. Please discuss any additional attributes that the City should consider in evaluating your bank's ability to provide the services requested. Propose any new financial service plans or practices not otherwise addressed in this proposal but deemed to be in the best interest of the City and include cost information as applicable.



SUNTRUST BANK
PO BOX 4418, MAIL CODE 1948
ATLANTA, GEORGIA 30302

12/P08/034

Account Analysis
Statement

CITY OF COCONUT CREEK
CONCENTRATION ACCOUNT
4800 W COPANS RD
COCONUT CREEK FL 33063-3879

Settlement Cycle:
Charge Semi-Annually 12-2020

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION			Center/Officer
	Relationship Number	Account Number	Statement Period	
RELATIONSHIP SUMMARY			November 2020	9206086/015120

SUNTRUST AND BB&T HAVE MERGED TO BECOME TRUIST. FOR NOW, WE'LL CONTINUE TO USE THE SUNTRUST NAME; KEEP BANKING AS YOU ALWAYS HAVE. FIND OUT MORE AT A SUNTRUST BRANCH, SUNTRUST.COM/TRUIST OR 800.SUNTRUST.

Accounts Included In Relationship

Balance and Compensation Summary

Average Positive Ledger Balance	14,974,394.53
Average Ledger Balance	14,974,394.53
Less: Average Float	98,687.33
Average Collected Balance	14,875,707.20
Average Negative Collected Balance	0.00
Average Positive Collected Balance	14,875,707.20
Avg. Pos. Coll. Balance - Non Interest	11,191,389.82
Less: 0.00% Related Reserves	0.00
Average Available Balance	11,191,389.82
Earnings Credit on Average Available Balance at 0.20%*	1,834.65
Less: Balance Based Service Charges	3,214.35
Net Analysis Position	(1,379.70)
Balance Based Charge This Period	1,379.70
Balance Based Charge Prior Period	9,147.31
Balance Based Charge Carried Forward	10,527.01
Additional Balances Required To Cover Services *Per Annum.	7,927,657.18

SERVICE DETAIL

SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
DEMAND DEPOSIT SERVICES				
MONTHLY ACCT MAINTENANCE FEE	5	10.0000	50.00	244,000.00
ELECTRONIC CREDITS POSTED	294	.0800	23.52	143,472.00
ITEMS DEPOSITED	447	.0900	40.23	245,403.00
RLBX TRANSIT DEPOSITED ITEM	1,297	.1500	194.55	1,186,755.00
RLBX ON-US DEPOSITED ITEM	100	.1500	15.00	91,500.00
ITEMS PAID NOT ENCLOSED	179	.1100	19.69	120,109.00
ELECTRONIC DEBITS POSTED	35	.0800	2.80	16,592.00
			345.79	2,047,831.00
ZERO BALANCE SERVICES				
ZBA MASTER ACCOUNT	1	25.0000	25.00	152,500.00



SUNTRUST BANK
 PO BOX 4418, MAIL CODE 1948
 ATLANTA, GEORGIA 30302

12/P08/034

Account Analysis
 Statement

CITY OF COCONUT CREEK
 CONCENTRATION ACCOUNT
 4800 W COPANS RD
 COCONUT CREEK FL 33063-3879

Settlement Cycle:
Charge Semi-Annually 12-2020

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION	Relationship Number	Account Number	Statement Period	Center/Officer
RELATIONSHIP SUMMARY				November 2020	9206086/015120

SERVICE DETAIL

SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
ZBA SUB ACCOUNT	3	10.0000	30.00	183,000.00
			55.00	335,500.00
CASH VAULT SERVICES				
CASH VAULT DEPOSITS	19	1.0500	19.95	121,695.00
VAULT CASH DEPOSITED PER \$1	2,119	.0009	1.91	11,651.00
			21.86	133,346.00
ARP SERVICES				
PARTIAL RECON - BASE FEE	1	65.0000	65.00	396,500.00
FULL RECON - BASE FEE	1	50.0000	50.00	305,000.00
FULL RECON - ITEM	179	.0200	3.58	21,838.00
POSITIVE PAY	2	40.0000	80.00	488,000.00
ARP AUTO D/T TO BANK/TRAN	5	6.0000	30.00	183,000.00
ARP AUTO D/T TO BANK/RCRD	240	.0150	3.60	21,960.00
BASIC POSITIVE PAY	3	40.0000	120.00	488,000.00
PAYEE NAME VERIFICATION ITEM	181	.0000	.00	0.00
			352.18	1,904,298.00
IMAGE DELIVERY SERVICES				
CD-ROM PREMIUM CD	3	25.0000	75.00	457,500.00
CD ROM IMAGES PER ITEM	179	.0400	7.16	43,676.00
			82.16	501,176.00
ACH SERVICES				
ACH MONTHLY MAINTENANCE	4	40.0000	160.00	976,000.00
ACH PPD DEBITS ORIGINATED	1,776	.0700	124.32	753,352.00
ACH PPD CREDITS ORIGINATED	1,193	.0700	83.51	509,411.00
ACH CORP CREDITS ORIGINATED	9	.0700	.63	3,843.00
ACH TRANSACTION REVERSAL	1	20.0000	20.00	122,000.00
ACH FAX PAGE	17	6.0000	102.00	622,200.00
ACH RETURN TRANSACTION	4	5.0000	20.00	122,000.00
TM ACH FILE UPLOAD	9	25.0000	225.00	1,372,500.00
			735.46	4,486,306.00
ACH FRAUD CONTROL				
ACH FRAUD CONTROL MONTH MAINT	5	30.0000	150.00	732,000.00
			150.00	732,000.00
WIRE TRANSFER SERVICES				
WIRE MONTHLY MAINT PER ACCOUNT	5	.0000	.00	0.00
TM DOMESTIC REPETITIVE WIRE	15	8.0000	120.00	732,000.00
TM DOMESTIC NON-REP WIRE	3	7.0000	21.00	128,100.00
			141.00	860,100.00
LOCKBOX SERVICES				
LOCKBOX DEPOSITS	19	1.3000	24.70	150,670.00
RLBX MAINTENANCE - MONTHLY	1	30.0000	30.00	183,000.00
RLBX NON-REMIT MAIL/NO PAYMENT	17	.1500	2.55	15,555.00
RLBX REJECTED ITEMS	81	.1500	12.15	74,115.00
RLBX DEPOSIT TICKET	1	50.0000	50.00	305,000.00
RLBX PAYMENT ONLY SPECIAL SORT	293	.1000	29.30	178,730.00
RLBX INCOMING RECEIPTED MAIL	1	10.0000	10.00	61,000.00



SUNTRUST BANK
PO BOX 4418, MAIL CODE 1948
ATLANTA, GEORGIA 30302

Account Analysis
Statement

CITY OF COCONUT CREEK
CONCENTRATION ACCOUNT
4800 W COPANS RD
COCONUT CREEK FL 33063-3879

Settlement Cycle:
Charge Semi-Annually 12-2020

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION		Statement Period	Center/Officer
	Relationship Number	Account Number		
RELATIONSHIP SUMMARY			November 2020	9206086/015120

SERVICE DETAIL

SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
RLBX PAYMENT ONLY KEYSTROKES	3,376	.0150	50.64	308,904.00
RLBX USPS MAIL	1		19.44	118,584.00
RLBX DATA TRANS - PER FILE	19	6.0000	114.00	695,400.00
RLBX DATA TRANS - PER RECORD	1,825	.0000	.00	0.00
RLBX MARKSENSE CHECK BOX	6	.2500	1.50	9,150.00
RLBX LOW SPEED EXTRACTION	1,825	.1400	255.50	1,558,550.00
RLBX MULTIPLE PAYMENTS/COUPONS	364	.1800	65.52	399,672.00
RLBX PARTIAL PAYMENTS	551	.0500	27.55	168,055.00
RLBX IMAGE ARCHIVE 90 DAYS	5,047	.0100	50.47	307,867.00
RLBX CAPTURED ITEMS < 5K	1,825	.0200	36.50	222,650.00
RLBX IMAGE CD ROM PER CD	1	25.0000	25.00	152,500.00
RLBX FULL TEXT SEARCH	5,047	.0400	201.88	1,231,468.00
RLBX ONLINE DECISION MAINT	1	75.0000	75.00	457,500.00
RLBX ONLINE DECISION-PRESENTED	32	.5000	16.00	97,600.00
			1,097.70	6,695,970.00
TREASURY MANAGER				
TM/OLC MAINTENANCE FEE	1	20.0000	20.00	122,000.00
TM/OLC PRIOR DAY SERV/MONTH	1	10.0000	10.00	61,000.00
TM/OLC PRIOR DAY/ACCOUNT	5	12.0000	60.00	366,000.00
TM/OLC PRIOR DAY/DETAIL ITEM	607	.1000	60.70	370,270.00
TM/OLC CURRENT DAY SERV/MONTH	1	.0000	.00	0.00
TM/OLC CURRENT DAY/ACCOUNT	5	.0000	.00	0.00
TM/OLC CURRENT DAY/DETAIL ITEM	372	.0000	.00	0.00
TM/OLC SPECIAL RPT MNTH MAINT	1	.0000	.00	0.00
TM/OLC CAR REPORT	4	1.0000	4.00	24,400.00
TM/OLC RETURN ITEM REPORT	1	1.0000	1.00	6,100.00
TM ACH SERVICE/MONTH	1	35.0000	35.00	213,500.00
TM ACCOUNT TRANSFER	1	1.5000	1.50	9,150.00
TM WIRE TRANSFER SERVICE/MONTH	1	35.0000	35.00	213,500.00
TM IMAGE ITEM RETRIEVAL/IMAGE	14	.0000	.00	0.00
			227.20	1,385,920.00
ONLINE COURIER				
OLC ACH FRAUD CTRL REJECT RPT	2	3.0000	6.00	36,600.00
			6.00	36,600.00
Total Balance Based Service Charges			3,214.35	19,119,047.00



SUNTRUST BANK
PO BOX 4418, MAIL CODE 1948
ATLANTA, GEORGIA 30302

Account Analysis
Statement

CITY OF COCONUT CREEK
CONCENTRATION ACCOUNT
4800 W COPANS RD
COCONUT CREEK FL 33063-3879

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION		Statement Period	Center/Officer
	Relationship Number	Account Number		
BUSINESS CHECKING			November 2020	9206086/015120

SUNTRUST AND BB&T HAVE MERGED TO BECOME TRUIST. FOR NOW, WE'LL
CONTINUE TO USE THE SUNTRUST NAME; KEEP BANKING AS YOU ALWAYS HAVE.
FIND OUT MORE AT A SUNTRUST BRANCH, SUNTRUST.COM/TRUIST OR 800.SUNTRUST.

Balance and Compensation Summary

Average Positive Ledger Balance	11,290,077.15
Average Ledger Balance	11,290,077.15
Less: Average Float	98,687.33
Average Collected Balance	11,191,389.82
Average Negative Collected Balance	0.00
Average Positive Collected Balance	11,191,389.82
Less: 0.00% Related Reserves	0.00
Average Available Balance	11,191,389.82
Earnings Credit on Average Available Balance at 0.20%*	1,834.65
Less: Balance Based Service Charges	2,325.53
Net Analysis Position	(490.88)
Balance Based Charge Transferred to	490.88

Additional Balances Required To Cover Services

2,994,343.18

*Per Annum.

SERVICE DETAIL

SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
DEMAND DEPOSIT SERVICES				
MONTHLY ACCT MAINTENANCE FEE	1	10.0000	10.00	61,000.00
ELECTRONIC CREDITS POSTED	293	.0800	23.44	142,984.00
ITEMS DEPOSITED	447	.0900	40.23	245,403.00
RLBX TRANSIT DEPOSITED ITEM	1,297	.1500	194.55	1,186,755.00
RLBX ON-US DEPOSITED ITEM	100	.1500	15.00	91,500.00
ELECTRONIC DEBITS POSTED	27	.0800	2.16	13,176.00
			285.38	1,740,818.00
ZERO BALANCE SERVICES				
ZBA MASTER ACCOUNT	1	25.0000	25.00	152,500.00
			25.00	152,500.00
CASH VAULT SERVICES				
CASH VAULT DEPOSITS	19	1.0500	19.95	121,695.00
VAULT CASH DEPOSITED PER \$1	2,119	.0009	1.91	11,651.00
			21.86	133,346.00
ARP SERVICES				
BASIC POSITIVE PAY	1	40.0000	40.00	244,000.00
			40.00	244,000.00



SUNTRUST BANK
 PO BOX 4418, MAIL CODE 1948
 ATLANTA, GEORGIA 30302

Account Analysis
 Statement

CITY OF COCONUT CREEK
 CONCENTRATION ACCOUNT
 4800 W COPANS RD
 COCONUT CREEK FL 33063-3879

RELATIONSHIP AND ACCOUNT INFORMATION				
Account Type	Relationship Number	Account Number	Statement Period	Center/Officer
BUSINESS CHECKING			November 2020	9206086/015120

SERVICE DETAIL

SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
ACH SERVICES				
ACH MONTHLY MAINTENANCE	1	40.0000	40.00	244,000.00
ACH PPD DEBITS ORIGINATED	1,775	.0700	124.25	757,925.00
ACH PPD CREDITS ORIGINATED	2	.0700	.14	854.00
ACH FAX PAGE	7	6.0000	42.00	256,200.00
ACH RETURN TRANSACTION	4	5.0000	20.00	122,000.00
TM ACH FILE UPLOAD	9	25.0000	225.00	1,372,500.00
			451.39	2,753,479.00
ACH FRAUD CONTROL				
ACH FRAUD CONTROL MONTH MAINT	1	30.0000	30.00	183,000.00
			30.00	183,000.00
WIRE TRANSFER SERVICES				
WIRE MONTHLY MAINT PER ACCOUNT	1	.0000	.00	0.00
TM DOMESTIC REPETITIVE WIRE	15	8.0000	120.00	732,000.00
TM DOMESTIC NON-REP WIRE	3	7.0000	21.00	128,100.00
			141.00	860,100.00
LOCKBOX SERVICES				
LOCKBOX DEPOSITS	19	1.3000	24.70	150,670.00
RLBX MAINTENANCE - MONTHLY	1	30.0000	30.00	183,000.00
RLBX NON-REMIT MAIL/NO PAYMENT	17	.1500	2.55	15,555.00
RLBX REJECTED ITEMS	81	.1500	12.15	74,115.00
RLBX DEPOSIT TICKET	1	50.0000	50.00	305,000.00
RLBX PAYMENT ONLY SPECIAL SORT	293	.1000	29.30	178,730.00
RLBX INCOMING RECEIPTED MAIL	1	10.0000	10.00	61,000.00
RLBX PAYMENT ONLY KEYSTROKES	3,376	.0150	50.64	308,904.00
RLBX USPS MAIL	1		19.44	118,584.00
RLBX DATA TRANS - PER FILE	19	6.0000	114.00	695,400.00
RLBX DATA TRANS - PER RECORD	1,825	.0000	.00	0.00
RLBX MARKSENSE CHECK BOX	6	.2500	1.50	9,150.00
RLBX LOW SPEED EXTRACTION	1,825	.1400	255.50	1,558,550.00
RLBX MULTIPLE PAYMENTS/COUPONS	364	.1800	65.52	399,672.00
RLBX PARTIAL PAYMENTS	551	.0500	27.55	168,055.00
RLBX IMAGE ARCHIVE 90 DAYS	5,047	.0100	50.47	307,867.00
RLBX CAPTURED ITEMS < 5K	1,825	.0200	36.50	222,650.00
RLBX IMAGE CD ROM PER CD	1	25.0000	25.00	152,500.00
RLBX FULL TEXT SEARCH	5,047	.0400	201.88	1,231,468.00
RLBX ONLINE DECISION MAINT	1	75.0000	75.00	457,500.00
RLBX ONLINE DECISION-PRESENTED	32	.5000	16.00	97,600.00
			1,097.70	6,695,970.00
TREASURY MANAGER				
TM/OLC MAINTENANCE FEE	1	20.0000	20.00	122,000.00
TM/OLC PRIOR DAY SERV/MONTH	1	10.0000	10.00	61,000.00
TM/OLC PRIOR DAY/ACCOUNT	5	12.0000	60.00	366,000.00
TM/OLC PRIOR DAY/DETAIL ITEM	607	.1000	60.70	370,270.00
TM/OLC CURRENT DAY SERV/MONTH	1	.0000	.00	0.00
TM/OLC CURRENT DAY/ACCOUNT	5	.0000	.00	0.00
TM/OLC CURRENT DAY/DETAIL ITEM	372	.0000	.00	0.00
TM/OLC SPECIAL RPT MNTH MAINT	1	.0000	.00	0.00
TM/OLC CAR REPORT	4	1.0000	4.00	24,400.00



SUNTRUST BANK
PO BOX 4418, MAIL CODE 1948
ATLANTA, GEORGIA 30302

Account Analysis
Statement

CITY OF COCONUT CREEK
CONCENTRATION ACCOUNT
4800 W COPANS RD
COCONUT CREEK FL 33063-3879

RELATIONSHIP AND ACCOUNT INFORMATION				
Account Type	Relationship Number	Account Number	Statement Period	Center/Officer
BUSINESS CHECKING			November 2020	9206086/015120
SERVICE DETAIL				
SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
TM/OLC RETURN ITEM REPORT	1	1.0000	1.00	6,100.00
TM ACH SERVICE/MONTH	1	35.0000	35.00	213,500.00
TM ACCOUNT TRANSFER	1	1.5000	1.50	9,150.00
TM WIRE TRANSFER SERVICE/MONTH	1	35.0000	35.00	213,500.00
TM IMAGE ITEM RETRIEVAL/IMAGE	14	.0000	.00	0.00
			227.20	1,385,920.00
ONLINE COURIER				
OLC ACH FRAUD CTRL REJECT RPT	2	3.0000	6.00	36,600.00
			6.00	36,600.00
Total Balance Based Service Charges			2,325.53	14,185,733.00



SUNTRUST BANK
PO BOX 4418, MAIL CODE 1948
ATLANTA, GEORGIA 30302

Account Analysis
Statement

CITY OF COCONUT CREEK
PAYROLL ACCOUNT
4800 W COPANS RD
COCONUT CREEK FL 33063-3879

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION			Center/Officer
	Relationship Number	Account Number	Statement Period	
BUSINESS CHECKING			November 2020	9206086/015120

SUNTRUST AND BB&T HAVE MERGED TO BECOME TRUIST. FOR NOW, WE'LL
CONTINUE TO USE THE SUNTRUST NAME; KEEP BANKING AS YOU ALWAYS HAVE.
FIND OUT MORE AT A SUNTRUST BRANCH, SUNTRUST.COM/TRUIST OR 800.SUNTRUST.

Balance and Compensation Summary

Average Positive Ledger Balance	0.00
Average Ledger Balance	0.00
Less: Average Float	0.00
Average Collected Balance	0.00
Average Negative Collected Balance	0.00
Average Positive Collected Balance	0.00
Less: 0.00% Related Reserves	0.00
Average Available Balance	0.00
Earnings Credit on Average Available Balance at 0.20%*	0.00
Less: Balance Based Service Charges	294.68
Net Analysis Position	(294.68)
Balance Based Charge Transferred to	294.68

Additional Balances Required To Cover Services 1,797,548.00
*Per Annum.

SERVICE DETAIL

SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
DEMAND DEPOSIT SERVICES				
MONTHLY ACCT MAINTENANCE FEE	1	10.0000	10.00	61,000.00
ELECTRONIC CREDITS POSTED	1	.0800	.08	488.00
ELECTRONIC DEBITS POSTED	2	.0800	.16	976.00
			10.24	62,464.00
ZERO BALANCE SERVICES				
ZBA SUB ACCOUNT	1	10.0000	10.00	61,000.00
			10.00	61,000.00
ARP SERVICES				
BASIC POSITIVE PAY	1	40.0000	40.00	244,000.00
			40.00	244,000.00
IMAGE DELIVERY SERVICES				
CD-ROM PREMIUM CD	1	25.0000	25.00	152,500.00
			25.00	152,500.00
ACH SERVICES				
ACH MONTHLY MAINTENANCE	1	40.0000	40.00	244,000.00
ACH PPD DEBITS ORIGINATED	1	.0700	.07	427.00
ACH PPD CREDITS ORIGINATED	1,191	.0700	83.37	508,557.00



SUNTRUST BANK
PO BOX 4418, MAIL CODE 1948
ATLANTA, GEORGIA 30302

12/P08/034

Account Analysis
Statement

CITY OF COCONUT CREEK
PAYROLL ACCOUNT
4800 W COPANS RD
COCONUT CREEK FL 33063-3879

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION		Statement Period	Center/Officer
	Relationship Number	Account Number		
BUSINESS CHECKING			November 2020	9206086/015120

SERVICE DETAIL

SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
ACH TRANSACTION REVERSAL	1	20.0000	20.00	122,000.00
ACH FAX PAGE	6	6.0000	36.00	219,600.00
			179.44	1,094,584.00
ACH FRAUD CONTROL				
ACH FRAUD CONTROL MONTH MAINT	1	30.0000	30.00	183,000.00
			30.00	183,000.00
WIRE TRANSFER SERVICES				
WIRE MONTHLY MAINT PER ACCOUNT	1	.0000	.00	0.00
			.00	0.00
Total Balance Based Service Charges			294.68	1,797,548.00



SUNTRUST BANK
PO BOX 4418, MAIL CODE 1948
ATLANTA, GEORGIA 30302

Account Analysis
Statement

CITY OF COCONUT CREEK
ACCOUNTS PAYABLE
4800 W COPANS RD
COCONUT CREEK FL 33063-3879

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION			Center/Officer
	Relationship Number	Account Number	Statement Period	
BUSINESS CHECKING			November 2020	9206086/015120

SUNTRUST AND BB&T HAVE MERGED TO BECOME TRUIST. FOR NOW, WE'LL
CONTINUE TO USE THE SUNTRUST NAME; KEEP BANKING AS YOU ALWAYS HAVE.
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Balance and Compensation Summary

Average Positive Ledger Balance	0.00
Average Ledger Balance	0.00
Less: Average Float	0.00
Average Collected Balance	0.00
Average Negative Collected Balance	0.00
Average Positive Collected Balance	0.00
Less: 0.00% Related Reserves	0.00
Average Available Balance	0.00
Earnings Credit on Average Available Balance at 0.20%*	0.00
Less: Balance Based Service Charges	294.06
Net Analysis Position	(294.06)
Balance Based Charge Transferred to	294.06
 Additional Balances Required To Cover Services	 1,793,766.00
*Per Annum.	

SERVICE DETAIL

SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
DEMAND DEPOSIT SERVICES				
MONTHLY ACCT MAINTENANCE FEE	1	10.0000	10.00	61,000.00
ITEMS PAID NOT ENCLOSED	179	.1100	19.69	120,109.00
ELECTRONIC DEBITS POSTED	5	.0800	.40	2,440.00
			30.09	183,549.00
ZERO BALANCE SERVICES				
ZBA SUB ACCOUNT	1	10.0000	10.00	61,000.00
			10.00	61,000.00
ARP SERVICES				
FULL RECON - BASE FEE	1	50.0000	50.00	305,000.00
FULL RECON - ITEM	179	.0200	3.58	21,838.00
POSITIVE PAY	1	40.0000	40.00	244,000.00
ARP AUTO D/T TO BANK/TRAN	5	6.0000	30.00	183,000.00
ARP AUTO D/T TO BANK/RORD	240	.0150	3.60	21,960.00
PAYEE NAME VERIFICATION ITEM	181	.0000	.00	0.00
			127.18	775,798.00



SUNTRUST BANK
PO BOX 4418, MAIL CODE 1948
ATLANTA, GEORGIA 30302

Account Analysis
Statement

CITY OF COCONUT CREEK
ACCOUNTS PAYABLE
4800 W COPANS RD
COCONUT CREEK FL 33063-3879

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION		Statement Period	Center/Officer
	Relationship Number	Account Number		
BUSINESS CHECKING			November 2020	9206086/015120

SERVICE DETAIL

SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
IMAGE DELIVERY SERVICES				
CD-ROM PREMIUM CD	1	25.0000	25.00	152,500.00
CD ROM IMAGES PER ITEM	179	.0400	7.16	43,676.00
			32.16	196,176.00
ACH SERVICES				
ACH MONTHLY MAINTENANCE	1	40.0000	40.00	244,000.00
ACH CORP CREDITS ORIGINATED	9	.0700	.63	3,843.00
ACH FAX PAGE	4	6.0000	24.00	146,400.00
			64.63	394,243.00
ACH FRAUD CONTROL				
ACH FRAUD CONTROL MONTH MAINT	1	30.0000	30.00	183,000.00
			30.00	183,000.00
WIRE TRANSFER SERVICES				
WIRE MONTHLY MAINT PER ACCOUNT	1	.0000	.00	0.00
			.00	0.00
Total Balance Based Service Charges			294.06	1,793,766.00



SUNTRUST BANK
PO BOX 4418, MAIL CODE 1948
ATLANTA, GEORGIA 30302

Account Analysis
Statement

CITY OF COCONUT CREEK
CDBG & SHIP GRANT ACCOUNT
4800 W COPANS RD
COCONUT CREEK FL 33063-3879

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION		Statement Period	Center/Officer
	Relationship Number	Account Number		
BUSINESS CHECKING			November 2020	9206086/015120

SUNTRUST AND BB&T HAVE MERGED TO BECOME TRUIST. FOR NOW, WE'LL CONTINUE TO USE THE SUNTRUST NAME; KEEP BANKING AS YOU ALWAYS HAVE. FIND OUT MORE AT A SUNTRUST BRANCH, SUNTRUST.COM/TRUIST OR 800.SUNTRUST.

Balance and Compensation Summary

Average Positive Ledger Balance	0.00
Average Ledger Balance	0.00
Less: Average Float	0.00
Average Collected Balance	0.00
Average Negative Collected Balance	0.00
Average Positive Collected Balance	0.00
Less: 0.00% Related Reserves	0.00
Average Available Balance	0.00
Earnings Credit on Average Available Balance at 0.20%*	0.00
Less: Balance Based Service Charges	220.00
Net Analysis Position	(220.00)
Balance Based Charge Transferred to	220.00

Additional Balances Required To Cover Services 1,342,000.00
*Per Annum.

SERVICE DETAIL

SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
DEMAND DEPOSIT SERVICES				
MONTHLY ACCT MAINTENANCE FEE	1	10.0000	10.00	61,000.00
			10.00	61,000.00
ZERO BALANCE SERVICES				
ZBA SUB ACCOUNT	1	10.0000	10.00	61,000.00
			10.00	61,000.00
ARP SERVICES				
PARTIAL RECON - BASE FEE	1	65.0000	65.00	396,500.00
POSITIVE PAY	1	40.0000	40.00	244,000.00
			105.00	640,500.00
IMAGE DELIVERY SERVICES				
CD-ROM PREMIUM CD	1	25.0000	25.00	152,500.00
			25.00	152,500.00
ACH SERVICES				
ACH MONTHLY MAINTENANCE	1	40.0000	40.00	244,000.00
			40.00	244,000.00



SUNTRUST BANK
PO BOX 4418, MAIL CODE 1948
ATLANTA, GEORGIA 30302

Account Analysis
Statement

CITY OF COCONUT CREEK
CDBG & SHIP GRANT ACCOUNT
4800 W COPANS RD
COCONUT CREEK FL 33063-3879

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION		Statement Period	Center/Officer
	Relationship Number	Account Number		
BUSINESS CHECKING			November 2020	9206086/015120

SERVICE DETAIL				
SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
ACH FRAUD CONTROL				
ACH FRAUD CONTROL MONTH MAINT	1	30.0000	30.00	183,000.00
			30.00	183,000.00
WIRE TRANSFER SERVICES				
WIRE MONTHLY MAINT PER ACCOUNT	1	.0000	.00	0.00
			.00	0.00
Total Balance Based Service Charges			220.00	1,342,000.00



SUNTRUST BANK
PO BOX 4418, MAIL CODE 1948
ATLANTA, GEORGIA 30302

Account Analysis
Statement

CITY OF COCONUT CREEK
4800 W COPANS RD
COCONUT CREEK FL 33063-3879

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION		Statement Period	Center/Officer
	Relationship Number	Account Number		
INTEREST CHECKING			November 2020	9206086/015120

SUNTRUST AND BB&T HAVE MERGED TO BECOME TRUIST. FOR NOW, WE'LL
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Balance and Compensation Summary

Average Positive Ledger Balance	3,684,317.38
Average Ledger Balance	3,684,317.38
Less: Average Float	0.00
Average Collected Balance	3,684,317.38
Average Negative Collected Balance	0.00
Average Positive Collected Balance	3,684,317.38
Less: 0.00% Related Reserves	0.00
Average Available Balance	3,684,317.38
Earnings Credit on Average Available Balance at 0.00%*	0.00
Less: Balance Based Service Charges	80.08
Net Analysis Position	(80.08)
Balance Based Charge Transferred to	80.08

*Per Annum.

SERVICE DETAIL

SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
DEMAND DEPOSIT SERVICES				
MONTHLY ACCT MAINTENANCE FEE	1	10.0000	10.00	0.00
ELECTRONIC DEBITS POSTED	1	.0800	.08	0.00
			10.08	0.00
ARP SERVICES				
BASIC POSITIVE PAY	1	40.0000	40.00	0.00
			40.00	0.00
ACH FRAUD CONTROL				
ACH FRAUD CONTROL MONTH MAINT	1	30.0000	30.00	0.00
			30.00	0.00
WIRE TRANSFER SERVICES				
WIRE MONTHLY MAINT PER ACCOUNT	1	.0000	.00	0.00
			.00	0.00
Total Balance Based Service Charges			80.08	0.00



SUNTRUST BANK
 PO BOX 4418, MAIL CODE 1948
 ATLANTA, GEORGIA 30302

Account Analysis
 Statement

CITY OF COCONUT CREEK
 CONCENTRATION ACCOUNT
 4800 W COPANS RD
 COCONUT CREEK FL 33063-3879

Settlement Cycle:
Charge Semi-Annually 12-2020

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION			Center/Officer
	Relationship Number	Account Number	Statement Period	
RELATIONSHIP SUMMARY			December 2020	9206086/015120

SUNTRUST AND BB&T HAVE MERGED TO BECOME TRUIST. FOR NOW, WE'LL
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Accounts Included In Relationship

Balance and Compensation Summary

Average Positive Ledger Balance	34,258,736.68
Average Ledger Balance	34,258,736.68
Less: Average Float	68,313.13
Average Collected Balance	34,190,423.55
Average Negative Collected Balance	0.00
Average Positive Collected Balance	34,190,423.55
Avg. Pos. Coll. Balance - Non Interest	18,993,145.43
Less: 0.00% Related Reserves	0.00
Average Available Balance	18,993,145.43
Earnings Credit on Average Available Balance at 0.20%*	3,217.42
Less: Balance Based Service Charges	5,113.46
Net Analysis Position	(1,896.04)
Balance Based Charge This Period	1,896.04
Balance Based Charge Prior Period	10,527.01
Balance Based Amount Charged to	12,423.05
 Additional Balances Required To Cover Services	 10,631,505.97
*Per Annum.	

SERVICE DETAIL

SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
DEMAND DEPOSIT SERVICES				
MONTHLY ACCT MAINTENANCE FEE	5	10.0000	50.00	236,129.20
AUDIT CONFIRMATION ELECTRONIC	5	15.0000	75.00	354,193.80
ELECTRONIC CREDITS POSTED	318	.0800	25.44	149,705.92
ITEMS DEPOSITED	749	.0900	67.41	397,936.73
RLBX TRANSIT DEPOSITED ITEM	1,124	.1500	168.60	995,284.58
RLBX ON-US DEPOSITED ITEM	90	.1500	13.50	79,693.61
ITEMS PAID NOT ENCLOSED	203	.1100	22.33	131,819.13
ELECTRONIC DEBITS POSTED	36	.0800	2.88	17,001.30
			425.16	2,361,764.27



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Account Analysis
 Statement

CITY OF COCONUT CREEK
 CONCENTRATION ACCOUNT
 4800 W COPANS RD
 COCONUT CREEK FL 33063-3879

Settlement Cycle:
Charge Semi-Annually 12-2020

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION		Statement Period	Center/Officer
	Relationship Number	Account Number		
RELATIONSHIP SUMMARY			December 2020	9206086/015120

SERVICE DETAIL				
SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
ZERO BALANCE SERVICES				
ZBA MASTER ACCOUNT	1	25.0000	25.00	147,580.75
ZBA SUB ACCOUNT	3	10.0000	30.00	177,096.90
			55.00	324,677.65
RETURNED CHECK SERVICES				
DEPOSITED ITEM RETURNED	2	3.0000	6.00	35,419.38
			6.00	35,419.38
CASH VAULT SERVICES				
CASH VAULT DEPOSITS	41	1.0500	43.05	254,134.05
VAULT DEPOSIT ERROR	1	10.0000	10.00	59,032.30
VAULT CASH DEPOSITED PER \$1	4,119	.0009	3.71	21,900.98
ARMORED CAR PASS-THROUGH	2		836.28	4,936,753.18
			893.04	5,271,820.51
ARP SERVICES				
PARTIAL RECON - BASE FEE	1	65.0000	65.00	383,709.95
FULL RECON - BASE FEE	1	50.0000	50.00	295,161.50
FULL RECON - ITEM	195	.0200	3.90	23,022.60
POSITIVE PAY	2	40.0000	80.00	472,258.40
POSITIVE PAY MISMATCH ITEM	1	6.0000	6.00	35,419.38
ARP POSITIVE PAY RETURNED CHK	1	12.0000	12.00	70,838.76
ARP AUTO D/T TO BANK/TRAN	6	6.0000	36.00	212,516.28
ARP AUTO D/T TO BANK/RCD	261	.0150	3.92	23,140.66
BASIC POSITIVE PAY	3	40.0000	120.00	472,258.40
PAYEE NAME VERIFICATION ITEM	195	.0000	.00	0.00
			376.82	1,988,325.93
IMAGE DELIVERY SERVICES				
CD-ROM PREMIUM CD	3	25.0000	75.00	442,742.25
CD ROM IMAGES PER ITEM	203	.0400	8.12	47,934.23
			83.12	490,676.48
ACH SERVICES				
ACH MONTHLY MAINTENANCE	4	40.0000	160.00	944,516.80
ACH PPD DEBITS ORIGINATED	1,815	.0700	127.05	750,005.37
ACH PPD CREDITS ORIGINATED	1,440	.0700	100.80	595,045.58
ACH CORP CREDITS ORIGINATED	10	.0700	.70	4,132.26
ACH TRANSACTION DELETION	3	20.0000	60.00	354,193.80
ACH TRANSACTION REVERSAL	28	20.0000	560.00	3,305,808.80
ACH FAX PAGE	25	6.0000	150.00	885,484.50
ACH RETURN TRANSACTION	5	5.0000	25.00	147,580.75
TM ACH FILE UPLOAD	11	25.0000	275.00	1,623,388.25
			1,458.55	8,610,156.11
ACH FRAUD CONTROL				
ACH FRAUD CONTROL MONTH MAINT	5	30.0000	150.00	708,387.60
			150.00	708,387.60



SUNTRUST BANK
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Account Analysis
 Statement

CITY OF COCONUT CREEK
 CONCENTRATION ACCOUNT
 4800 W COPANS RD
 COCONUT CREEK FL 33063-3879

Settlement Cycle:
Charge Semi-Annually 12-2020

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION		Statement Period	Center/Officer
	Relationship Number	Account Number		
RELATIONSHIP SUMMARY			December 2020	9206086/015120

SERVICE DETAIL

SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
WIRE TRANSFER SERVICES				
WIRE MONTHLY MAINT PER ACCOUNT	5	.0000	.00	0.00
TM DOMESTIC REPETITIVE WIRE	30	8.0000	240.00	1,416,775.20
TM DOMESTIC NON-REP WIRE	4	7.0000	28.00	165,290.44
			268.00	1,582,065.64
LOCKBOX SERVICES				
LOCKBOX DEPOSITS	22	1.3000	28.60	168,832.38
RLBX MAINTENANCE - MONTHLY	1	30.0000	30.00	177,096.90
RLBX NON-REMIT MAIL/NO PAYMENT	5	.1500	.75	4,427.42
RLBX REJECTED ITEMS	37	.1500	5.55	32,762.93
RLBX DEPOSIT TICKET	1	50.0000	50.00	295,161.50
RLBX PAYMENT ONLY SPECIAL SORT	247	.1000	24.70	145,809.78
RLBX INCOMING RECEIPTED MAIL	2	10.0000	20.00	118,064.60
RLBX PAYMENT ONLY KEYSTROKES	4,216	.0150	63.24	373,320.27
RLBX USPS MAIL	1		17.04	100,591.04
RLBX DATA TRANS - PER FILE	21	6.0000	126.00	743,806.98
RLBX DATA TRANS - PER RECORD	1,909	.0000	.00	0.00
RLBX MARKSENSE CHECK BOX	13	.2500	3.25	19,185.50
RLBX LOW SPEED EXTRACTION	1,821	.1400	254.94	1,504,969.46
RLBX MULTIPLE PAYMENTS/COUPONS	376	.1800	67.68	399,530.61
RLBX PARTIAL PAYMENTS	644	.0500	32.20	190,084.01
RLBX IMAGE ARCHIVE 90 DAYS	4,856	.0100	48.56	286,660.85
RLBX CAPTURED ITEMS < 5K	1,821	.0200	36.42	214,995.64
RLBX IMAGE CD ROM PER CD	1	25.0000	25.00	147,580.75
RLBX FULL TEXT SEARCH	4,856	.0400	194.24	1,146,643.40
RLBX ONLINE DECISION MAINT	1	75.0000	75.00	442,742.25
RLBX ONLINE DECISION-PRESENTED	22	.5000	11.00	64,935.53
			1,114.17	6,577,201.80
TREASURY MANAGER				
TM/OLC MAINTENANCE FEE	1	20.0000	20.00	118,064.60
TM/OLC PRIOR DAY SERV/MONTH	1	10.0000	10.00	59,032.30
TM/OLC PRIOR DAY/ACCOUNT	5	12.0000	60.00	354,193.80
TM/OLC PRIOR DAY/DETAIL ITEM	711	.1000	71.10	419,719.65
TM/OLC CURRENT DAY SERV/MONTH	1	.0000	.00	0.00
TM/OLC CURRENT DAY/ACCOUNT	5	.0000	.00	0.00
TM/OLC CURRENT DAY/DETAIL ITEM	419	.0000	.00	0.00
TM/OLC SPECIAL RPT MNTH MAINT	1	.0000	.00	0.00
TM/OLC CAR REPORT	5	1.0000	5.00	29,516.15
TM/OLC RETURN ITEM REPORT	1	1.0000	1.00	5,903.23
TM ONLINE STOP PAYMENT	3	15.0000	45.00	265,645.35
TM ACH SERVICE/MONTH	1	35.0000	35.00	206,613.05
TM ACCOUNT TRANSFER	1	1.5000	1.50	8,854.85
TM WIRE TRANSFER SERVICE/MONTH	1	35.0000	35.00	206,613.05
TM IMAGE ITEM RETRIEVAL/IMAGE	186	.0000	.00	0.00
			283.60	1,674,156.03
Total Balance Based Service Charges			5,113.46	29,624,651.40



SUNTRUST BANK
PO BOX 4418, MAIL CODE 1948
ATLANTA, GEORGIA 30302

Account Analysis
Statement

CITY OF COCONUT CREEK
CONCENTRATION ACCOUNT
4800 W COPANS RD
COCONUT CREEK FL 33063-3879

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION		Statement Period	Center/Officer
	Relationship Number	Account Number		
BUSINESS CHECKING			December 2020	9206086/015120

SUNTRUST AND BB&T HAVE MERGED TO BECOME TRUIST. FOR NOW, WE'LL CONTINUE TO USE THE SUNTRUST NAME; KEEP BANKING AS YOU ALWAYS HAVE. FIND OUT MORE AT A SUNTRUST BRANCH, SUNTRUST.COM/TRUIST OR 800.SUNTRUST.

Balance and Compensation Summary

Average Positive Ledger Balance	19,061,458.56
Average Ledger Balance	19,061,458.56
Less: Average Float	68,313.13
Average Collected Balance	18,993,145.43
Average Negative Collected Balance	0.00
Average Positive Collected Balance	18,993,145.43
Less: 0.00% Related Reserves	0.00
Average Available Balance	18,993,145.43
Earnings Credit on Average Available Balance at 0.20%*	3,217.42
Less: Balance Based Service Charges	3,429.83
Net Analysis Position	(212.41)
Balance Based Charge Transferred to	212.41

Additional Balances Required To Cover Services 1,253,929.95
*Per Annum.

SERVICE DETAIL

SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
DEMAND DEPOSIT SERVICES				
MONTHLY ACCT MAINTENANCE FEE	1	10.0000	10.00	59,032.30
AUDIT CONFIRMATION ELECTRONIC	1	15.0000	15.00	88,548.45
ELECTRONIC CREDITS POSTED	314	.0800	25.12	148,289.14
ITEMS DEPOSITED	749	.0900	67.41	397,936.73
RLBX TRANSIT DEPOSITED ITEM	1,124	.1500	168.60	995,284.58
RLBX ON-US DEPOSITED ITEM	90	.1500	13.50	79,693.61
ELECTRONIC DEBITS POSTED	27	.0800	2.16	12,750.98
			301.79	1,781,535.79
ZERO BALANCE SERVICES				
ZBA MASTER ACCOUNT	1	25.0000	25.00	147,580.75
			25.00	147,580.75
RETURNED CHECK SERVICES				
DEPOSITED ITEM RETURNED	2	3.0000	6.00	35,419.38
			6.00	35,419.38
CASH VAULT SERVICES				
CASH VAULT DEPOSITS	41	1.0500	43.05	254,134.05
VAULT DEPOSIT ERROR	1	10.0000	10.00	59,032.30
VAULT CASH DEPOSITED PER \$1	4,119	.0009	3.71	21,900.98



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Account Analysis
 Statement

CITY OF COCONUT CREEK
 CONCENTRATION ACCOUNT
 4800 W COPANS RD
 COCONUT CREEK FL 33063-3879

RELATIONSHIP AND ACCOUNT INFORMATION				
Account Type	Relationship Number	Account Number	Statement Period	Center/Officer
BUSINESS CHECKING			December 2020	9206086/015120
SERVICE DETAIL				
SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
ARMORED CAR PASS-THROUGH	2		836.28	4,936,753.18
			893.04	5,271,820.51
ARP SERVICES				
BASIC POSITIVE PAY	1	40.0000	40.00	236,129.20
			40.00	236,129.20
ACH SERVICES				
ACH MONTHLY MAINTENANCE	1	40.0000	40.00	236,129.20
ACH PPD DEBITS ORIGINATED	1,787	.0700	125.09	738,435.04
ACH PPD CREDITS ORIGINATED	2	.0700	.14	826.45
ACH FAX PAGE	8	6.0000	48.00	283,355.04
ACH RETURN TRANSACTION	5	5.0000	25.00	147,580.75
TM ACH FILE UPLOAD	11	25.0000	275.00	1,623,388.25
			513.23	3,029,714.73
ACH FRAUD CONTROL				
ACH FRAUD CONTROL MONTH MAINT	1	30.0000	30.00	177,096.90
			30.00	177,096.90
WIRE TRANSFER SERVICES				
WIRE MONTHLY MAINT PER ACCOUNT	1	.0000	.00	0.00
TM DOMESTIC REPETITIVE WIRE	30	8.0000	240.00	1,416,775.20
TM DOMESTIC NON-REP WIRE	4	7.0000	28.00	165,290.44
			268.00	1,582,065.64
LOCKBOX SERVICES				
LOCKBOX DEPOSITS	22	1.3000	28.60	168,832.38
RLBX MAINTENANCE - MONTHLY	1	30.0000	30.00	177,096.90
RLBX NON-REMIT MAIL/NO PAYMENT	5	.1500	.75	4,427.42
RLBX REJECTED ITEMS	37	.1500	5.55	32,762.93
RLBX DEPOSIT TICKET	1	50.0000	50.00	295,161.50
RLBX PAYMENT ONLY SPECIAL SORT	247	.1000	24.70	145,809.78
RLBX INCOMING RECEIPTED MAIL	2	10.0000	20.00	118,064.60
RLBX PAYMENT ONLY KEYSTROKES	4,216	.0150	63.24	373,320.27
RLBX USPS MAIL	1		17.04	100,591.04
RLBX DATA TRANS - PER FILE	21	6.0000	126.00	743,806.98
RLBX DATA TRANS - PER RECORD	1,909	.0000	.00	0.00
RLBX MARKSENSE CHECK BOX	13	.2500	3.25	19,185.50
RLBX LOW SPEED EXTRACTION	1,821	.1400	254.94	1,504,969.46
RLBX MULTIPLE PAYMENTS/COUPONS	376	.1800	67.68	399,530.61
RLBX PARTIAL PAYMENTS	644	.0500	32.20	190,084.01
RLBX IMAGE ARCHIVE 90 DAYS	4,856	.0100	48.56	286,660.85
RLBX CAPTURED ITEMS < 5K	1,821	.0200	36.42	214,995.64
RLBX IMAGE CD ROM PER CD	1	25.0000	25.00	147,580.75
RLBX FULL TEXT SEARCH	4,856	.0400	194.24	1,146,643.40
RLBX ONLINE DECISION MAINT	1	75.0000	75.00	442,742.25
RLBX ONLINE DECISION-PRESENTED	22	.5000	11.00	64,935.53
			1,114.17	6,577,201.80



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Account Analysis
Statement

CITY OF COCONUT CREEK
CONCENTRATION ACCOUNT
4800 W COPANS RD
COCONUT CREEK FL 33063-3879

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION		Statement Period	Center/Officer
	Relationship Number	Account Number		
BUSINESS CHECKING			December 2020	9206086/015120

SERVICE DETAIL

SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
TREASURY MANAGER				
TM/OLC MAINTENANCE FEE	1	20.0000	20.00	118,064.60
TM/OLC PRIOR DAY SERV/MONTH	1	10.0000	10.00	59,032.30
TM/OLC PRIOR DAY/ACCOUNT	5	12.0000	60.00	354,193.80
TM/OLC PRIOR DAY/DETAIL ITEM	711	.1000	71.10	419,719.65
TM/OLC CURRENT DAY SERV/MONTH	1	.0000	.00	0.00
TM/OLC CURRENT DAY/ACCOUNT	5	.0000	.00	0.00
TM/OLC CURRENT DAY/DETAIL ITEM	419	.0000	.00	0.00
TM/OLC SPECIAL RPT MNTH MAINT	1	.0000	.00	0.00
TM/OLC CAR REPORT	5	1.0000	5.00	29,516.15
TM/OLC RETURN ITEM REPORT	1	1.0000	1.00	5,903.23
TM ACH SERVICE/MONTH	1	35.0000	35.00	206,613.05
TM ACCOUNT TRANSFER	1	1.5000	1.50	8,854.85
TM WIRE TRANSFER SERVICE/MONTH	1	35.0000	35.00	206,613.05
TM IMAGE ITEM RETRIEVAL/IMAGE	186	.0000	.00	0.00
			238.60	1,408,510.68
Total Balance Based Service Charges			3,429.83	20,247,075.38



SUNTRUST BANK
 PO BOX 4418, MAIL CODE 1948
 ATLANTA, GEORGIA 30302

Account Analysis
 Statement

CITY OF COCONUT CREEK
 PAYROLL ACCOUNT
 4800 W COPANS RD
 COCONUT CREEK FL 33063-3879

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION		Statement Period	Center/Officer
	Relationship Number	Account Number		
BUSINESS CHECKING			December 2020	9206086/015120

SUNTRUST AND BB&T HAVE MERGED TO BECOME TRUIST. FOR NOW, WE'LL CONTINUE TO USE THE SUNTRUST NAME; KEEP BANKING AS YOU ALWAYS HAVE. FIND OUT MORE AT A SUNTRUST BRANCH, SUNTRUST.COM/TRUIST OR 800.SUNTRUST.

Balance and Compensation Summary

Average Positive Ledger Balance	0.00
Average Ledger Balance	0.00
Less: Average Float	0.00
Average Collected Balance	0.00
Average Negative Collected Balance	0.00
Average Positive Collected Balance	0.00
Less: 0.00% Related Reserves	0.00
Average Available Balance	0.00
Earnings Credit on Average Available Balance at 0.20%*	0.00
Less: Balance Based Service Charges	971.18
Net Analysis Position	(971.18)
Balance Based Charge Transferred to	971.18

Additional Balances Required To Cover Services
 *Per Annum.

5,733,098.91

SERVICE DETAIL

SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
DEMAND DEPOSIT SERVICES				
MONTHLY ACCT MAINTENANCE FEE	1	10.0000	10.00	59,032.30
AUDIT CONFIRMATION ELECTRONIC	1	15.0000	15.00	88,548.45
ELECTRONIC CREDITS POSTED	3	.0800	.24	1,416.78
ELECTRONIC DEBITS POSTED	4	.0800	.32	1,889.03
			25.56	150,886.56
ZERO BALANCE SERVICES				
ZBA SUB ACCOUNT	1	10.0000	10.00	59,032.30
			10.00	59,032.30
ARP SERVICES				
BASIC POSITIVE PAY	1	40.0000	40.00	236,129.20
			40.00	236,129.20
IMAGE DELIVERY SERVICES				
CD-ROM PREMIUM CD	1	25.0000	25.00	147,580.75
			25.00	147,580.75



SUNTRUST BANK
PO BOX 4418, MAIL CODE 1948
ATLANTA, GEORGIA 30302

Account Analysis
Statement

CITY OF COCONUT CREEK
PAYROLL ACCOUNT
4800 W COPANS RD
COCONUT CREEK FL 33063-3879

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION		Statement Period	Center/Officer
	Relationship Number	Account Number		
BUSINESS CHECKING			December 2020	9206086/015120

SERVICE DETAIL

SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
ACH SERVICES				
ACH MONTHLY MAINTENANCE	1	40.0000	40.00	236,129.20
ACH PPD DEBITS ORIGINATED	28	.0700	1.96	11,570.33
ACH PPD CREDITS ORIGINATED	1,438	.0700	100.66	594,219.13
ACH TRANSACTION DELETION	3	20.0000	60.00	354,193.80
ACH TRANSACTION REVERSAL	28	20.0000	560.00	3,305,808.80
ACH FAX PAGE	13	6.0000	78.00	460,451.94
			840.62	4,962,373.20
ACH FRAUD CONTROL				
ACH FRAUD CONTROL MONTH MAINT	1	30.0000	30.00	177,096.90
			30.00	177,096.90
WIRE TRANSFER SERVICES				
WIRE MONTHLY MAINT PER ACCOUNT	1	.0000	.00	0.00
			.00	0.00
Total Balance Based Service Charges			971.18	5,733,098.91



SUNTRUST BANK
 PO BOX 4418, MAIL CODE 1948
 ATLANTA, GEORGIA 30302

Account Analysis
 Statement

CITY OF COCONUT CREEK
 ACCOUNTS PAYABLE
 4800 W COPANS RD
 COCONUT CREEK FL 33063-3879

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION		Statement Period	Center/Officer
	Relationship Number	Account Number		
BUSINESS CHECKING			December 2020	9206086/015120

SUNTRUST AND BB&T HAVE MERGED TO BECOME TRUIST. FOR NOW, WE'LL
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 FIND OUT MORE AT A SUNTRUST BRANCH, SUNTRUST.COM/TRUIST OR 800.SUNTRUST.

Balance and Compensation Summary

Average Positive Ledger Balance	0.00
Average Ledger Balance	0.00
Less: Average Float	0.00
Average Collected Balance	0.00
Average Negative Collected Balance	0.00
Average Positive Collected Balance	0.00
Less: 0.00% Related Reserves	0.00
Average Available Balance	0.00
Earnings Credit on Average Available Balance at 0.20%*	0.00
Less: Balance Based Service Charges	382.37
Net Analysis Position	(382.37)
Balance Based Charge Transferred to	382.37

Additional Balances Required To Cover Services
 *Per Annum.

2,257,218.06

SERVICE DETAIL

SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
DEMAND DEPOSIT SERVICES				
MONTHLY ACCT MAINTENANCE FEE	1	10.0000	10.00	59,032.30
AUDIT CONFIRMATION ELECTRONIC	1	15.0000	15.00	88,548.45
ITEMS PAID NOT ENCLOSED	203	.1100	22.33	131,819.13
ELECTRONIC DEBITS POSTED	5	.0800	.40	2,361.29
			47.73	281,761.17
ZERO BALANCE SERVICES				
ZBA SUB ACCOUNT	1	10.0000	10.00	59,032.30
			10.00	59,032.30
ARP SERVICES				
FULL RECON - BASE FEE	1	50.0000	50.00	295,161.50
FULL RECON - ITEM	195	.0200	3.90	23,022.60
POSITIVE PAY	1	40.0000	40.00	236,129.20
POSITIVE PAY MISMATCH ITEM	1	6.0000	6.00	35,419.38
ARP POSITIVE PAY RETURNED CHK	1	12.0000	12.00	70,838.76
ARP AUTO D/T TO BANK/TRAN	6	6.0000	36.00	212,516.28
ARP AUTO D/T TO BANK/RCRD	261	.0150	3.92	23,140.66
PAYEE NAME VERIFICATION ITEM	195	.0000	.00	0.00
			151.82	896,228.38



SUNTRUST BANK
PO BOX 4418, MAIL CODE 1948
ATLANTA, GEORGIA 30302

Account Analysis
Statement

CITY OF COCONUT CREEK
ACCOUNTS PAYABLE
4800 W COPANS RD
COCONUT CREEK FL 33063-3879

RELATIONSHIP AND ACCOUNT INFORMATION				
Account Type	Relationship Number	Account Number	Statement Period	Center/Officer
BUSINESS CHECKING			December 2020	9206086/015120
SERVICE DETAIL				
SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
IMAGE DELIVERY SERVICES				
CD-ROM PREMIUM CD	1	25.0000	25.00	147,580.75
CD ROM IMAGES PER ITEM	203	.0400	8.12	47,934.23
			33.12	195,514.98
ACH SERVICES				
ACH MONTHLY MAINTENANCE	1	40.0000	40.00	236,129.20
ACH CORP CREDITS ORIGINATED	10	.0700	.70	4,132.26
ACH FAX PAGE	4	6.0000	24.00	141,677.52
			64.70	381,938.98
ACH FRAUD CONTROL				
ACH FRAUD CONTROL MONTH MAINT	1	30.0000	30.00	177,096.90
			30.00	177,096.90
WIRE TRANSFER SERVICES				
WIRE MONTHLY MAINT PER ACCOUNT	1	.0000	.00	0.00
			.00	0.00
TREASURY MANAGER				
TM ONLINE STOP PAYMENT	3	15.0000	45.00	265,645.35
			45.00	265,645.35
Total Balance Based Service Charges			382.37	2,257,218.06



SUNTRUST BANK
PO BOX 4418, MAIL CODE 1948
ATLANTA, GEORGIA 30302

Account Analysis
Statement

CITY OF COCONUT CREEK
CDBG & SHIP GRANT ACCOUNT
4800 W COPANS RD
COCONUT CREEK FL 33063-3879

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION		Statement Period	Center/Officer
	Relationship Number	Account Number		
BUSINESS CHECKING			December 2020	9206086/015120

SUNTRUST AND BB&T HAVE MERGED TO BECOME TRUIST. FOR NOW, WE'LL
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FIND OUT MORE AT A SUNTRUST BRANCH, SUNTRUST.COM/TRUIST OR 800.SUNTRUST.

Balance and Compensation Summary

Average Positive Ledger Balance	0.00
Average Ledger Balance	0.00
Less: Average Float	0.00
Average Collected Balance	0.00
Average Negative Collected Balance	0.00
Average Positive Collected Balance	0.00
Less: 0.00% Related Reserves	0.00
Average Available Balance	0.00
Earnings Credit on Average Available Balance at 0.20%*	0.00
Less: Balance Based Service Charges	235.00
Net Analysis Position	(235.00)
Balance Based Charge Transferred to	235.00

Additional Balances Required To Cover Services
*Per Annum.

1,387,259.05

SERVICE DETAIL

SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
DEMAND DEPOSIT SERVICES				
MONTHLY ACCT MAINTENANCE FEE	1	10.0000	10.00	59,032.30
AUDIT CONFIRMATION ELECTRONIC	1	15.0000	15.00	88,548.45
			25.00	147,580.75
ZERO BALANCE SERVICES				
ZBA SUB ACCOUNT	1	10.0000	10.00	59,032.30
			10.00	59,032.30
ARP SERVICES				
PARTIAL RECON - BASE FEE	1	65.0000	65.00	383,709.95
POSITIVE PAY	1	40.0000	40.00	236,129.20
			105.00	619,839.15
IMAGE DELIVERY SERVICES				
CD-ROM PREMIUM CD	1	25.0000	25.00	147,580.75
			25.00	147,580.75
ACH SERVICES				
ACH MONTHLY MAINTENANCE	1	40.0000	40.00	236,129.20
			40.00	236,129.20



SUNTRUST BANK
PO BOX 4418, MAIL CODE 1948
ATLANTA, GEORGIA 30302

Account Analysis
Statement

CITY OF COCONUT CREEK
CDBG & SHIP GRANT ACCOUNT
4800 W COPANS RD
COCONUT CREEK FL 33063-3879

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION		Statement Period	Center/Officer
	Relationship Number	Account Number		
BUSINESS CHECKING			December 2020	9206086/015120

SERVICE DETAIL				
SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
ACH FRAUD CONTROL				
ACH FRAUD CONTROL MONTH MAINT	1	30.0000	30.00	177,096.90
			30.00	177,096.90
WIRE TRANSFER SERVICES				
WIRE MONTHLY MAINT PER ACCOUNT	1	.0000	.00	0.00
			.00	0.00
Total Balance Based Service Charges			235.00	1,387,259.05



SUNTRUST BANK
 PO BOX 4418, MAIL CODE 1948
 ATLANTA, GEORGIA 30302

Account Analysis
 Statement

CITY OF COCONUT CREEK
 4800 W COPANS RD
 COCONUT CREEK FL 33063-3879

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION			Statement Period	Center/Officer
	Relationship Number	Account Number			
INTEREST CHECKING				December 2020	9206086/015120

SUNTRUST AND BB&T HAVE MERGED TO BECOME TRUIST. FOR NOW, WE'LL CONTINUE TO USE THE SUNTRUST NAME; KEEP BANKING AS YOU ALWAYS HAVE. FIND OUT MORE AT A SUNTRUST BRANCH, SUNTRUST.COM/TRUIST OR 800.SUNTRUST.

Balance and Compensation Summary

Average Positive Ledger Balance	15,197,278.12
Average Ledger Balance	15,197,278.12
Less: Average Float	0.00
Average Collected Balance	15,197,278.12
Average Negative Collected Balance	0.00
Average Positive Collected Balance	15,197,278.12
Less: 0.00% Related Reserves	0.00
Average Available Balance	15,197,278.12
Earnings Credit on Average Available Balance at 0.00%*	0.00
Less: Balance Based Service Charges	95.08
Net Analysis Position	(95.08)
Balance Based Charge Transferred to	95.08

*Per Annum.

SERVICE DETAIL

SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
DEMAND DEPOSIT SERVICES				
MONTHLY ACCT MAINTENANCE FEE	1	10.0000	10.00	0.00
AUDIT CONFIRMATION ELECTRONIC	1	15.0000	15.00	0.00
ELECTRONIC CREDITS POSTED	1	.0800	.08	0.00
			25.08	0.00
ARP SERVICES				
BASIC POSITIVE PAY	1	40.0000	40.00	0.00
			40.00	0.00
ACH FRAUD CONTROL				
ACH FRAUD CONTROL MONTH MAINT	1	30.0000	30.00	0.00
			30.00	0.00
WIRE TRANSFER SERVICES				
WIRE MONTHLY MAINT PER ACCOUNT	1	.0000	.00	0.00
			.00	0.00
Total Balance Based Service Charges			95.08	0.00



BUTTERFLY CAPITAL OF THE WORLD®

4800 W Copans Road
Coconut Creek FL 33063-3879

For questions regarding your bill:
Mon - Thu 7 AM - 6 PM
(954) 973-6732 Fax: (954) 973-6754 E-Mail utb@coconutcreek.net

For water and sewer problems call:
After Hours Water Restoration or New Service Requests (954) 973-6742 Monday - Thursday, from 6:00 PM to 10:00 PM; Friday - Sunday, and on holidays, from 7:00 AM to 10:00 PM

After Hours Water/Sewer Emergencies After 6:00 PM & Friday - Sunday After hours number (954) 973-6742

(An additional fee may be required for services after normal hours)

ACCOUNT NUMBER	001111-00
STATEMENT DATE	12/23/2020
DISCONNECT DATE FOR PAST DUE BALANCE	12/30/2020
PAST DUE BALANCE	\$99.75
CURRENT CHARGES	\$0.00
CURRENT CHARGES DUE	01/12/2021
TOTAL AMOUNT DUE	\$99.75

DELINQUENT NOTICE

Your past due balance must be paid before the date listed above or service will be disconnected.

YOU CAN NOW MAKE A PAYMENT OVER THE PHONE 24/7 WITH YOUR ACCOUNT NUMBER AT 1.833.418.0066. PLEASE TRY OUR NEW WEB PLATFORM! JUST LOG ONTO WWW.COCONUTCREEK.NET AND CLICK THE "PAY YOUR WATER BILL ON LINE" ICON TO PAY YOUR BILL! YOU CAN NOW STORE PAYMENT INFORMATION AND SET UP AUTOPAY. FOR FURTHER INFORMATION CALL 954-973-6732.

THE FIRE MARSHALL'S OFFICE WOULD LIKE TO REMIND YOU TO COOK WITH CAUTION THIS HOLIDAY SEASON. LEAVES AND DEBRIS DUMPED INTO DRAINAGE SYSTEMS CAN HURT THE WILDLIFE. ONLY "RAIN DOWN THE DRAIN!"

ACCOUNT NAME		SERVICE ADDRESS	
CURRENT READ	PREVIOUS READ	CONSUMPTION	
SERVICE FROM		SERVICE TO	
DATE	ACCOUNT ACTIVITY	CHARGES	

Visit us on the web at www.coconutcreek.net

PLEASE SEE BACK OF STATEMENT FOR 5 EASY WAYS TO PAY YOUR BILL. PLEASE DETACH AND RETURN BOTTOM PORTION IF PAYING BY MAIL. PLEASE DO NOT STAPLE OR FOLD. PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK



BUTTERFLY CAPITAL OF THE WORLD®

4800 W Copans Road
Coconut Creek FL 33063-3879



001111-00

DISCONNECTION DATE FOR PAST DUE BALANCE	PAST DUE BALANCE
12/30/2020	\$99.75
CURRENT CHARGES DUE	CURRENT CHARGES
01/12/2021	\$0.00
AMOUNT ENCLOSED	TOTAL AMOUNT DUE
	\$99.75

Check box for change of address (see reverse side of return paying document)



1 1 SP 0.500

Coconut Creek FL 33066-1485

Please remit and make checks in US funds payable to:

CITY OF COCONUT CREEK
PO BOX 79101
BALTIMORE, MD 21279-0101



0112202100000011110000000099759



SUNTRUST BANK
 PO BOX 4418, MAIL CODE 1948
 ATLANTA, GEORGIA 30302

Account Analysis
 Statement

CITY OF COCONUT CREEK
 CONCENTRATION ACCOUNT
 4800 W COPANS RD
 COCONUT CREEK FL 33063-3879

Settlement Cycle:
Charge Semi-Annually 06-2021

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION	Statement Period	Center/Officer
	Relationship Number Account Number		
RELATIONSHIP SUMMARY		January 2021	9206086/015120

Accounts Included In Relationship

Balance and Compensation Summary

Average Positive Ledger Balance	39,484,531.77
Average Ledger Balance	39,484,531.77
Less: Average Float	390,645.35
Average Collected Balance	39,093,886.42
Average Negative Collected Balance	0.00
Average Positive Collected Balance	39,093,886.42
Avg. Pos. Coll. Balance - Non Interest	15,509,367.58
Less: 0.00% Related Reserves	0.00
Average Available Balance	15,509,367.58
Earnings Credit on Average Available Balance at 0.20%*	2,634.47
Less: Balance Based Service Charges	3,940.87
Net Analysis Position	(1,306.40)
Balance Based Charge Carried Forward	1,306.40

Additional Balances Required To Cover Services 7,219,960.21
 *Per Annum.

SERVICE DETAIL

SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
DEMAND DEPOSIT SERVICES				
MONTHLY ACCT MAINTENANCE FEE	5	10.0000	50.00	235,484.00
ELECTRONIC CREDITS POSTED	307	.0800	24.56	144,587.18
ITEMS DEPOSITED	470	.0900	42.30	249,024.33
RLBX TRANSIT DEPOSITED ITEM	1,231	.1500	184.65	1,087,053.02
RLBX ON-US DEPOSITED ITEM	104	.1500	15.60	91,838.76
ITEMS PAID NOT ENCLOSED	148	.1100	16.28	95,841.98
ELECTRONIC DEBITS POSTED	37	.0800	2.96	17,425.82
MISCELLANEOUS DEBITS	1	.2000	.20	1,177.42
			336.55	1,922,432.51
ZERO BALANCE SERVICES				
ZBA MASTER ACCOUNT	1	25.0000	25.00	147,177.50
ZBA SUB ACCOUNT	3	10.0000	30.00	176,613.00
			55.00	323,790.50
RETURNED CHECK SERVICES				
DEPOSITED ITEM RETURNED	10	3.0000	30.00	176,613.00
			30.00	176,613.00



SUNTRUST BANK
PO BOX 4418, MAIL CODE 1948
ATLANTA, GEORGIA 30302

Account Analysis
Statement

CITY OF COCONUT CREEK
CONCENTRATION ACCOUNT
4800 W COPANS RD
COCONUT CREEK FL 33063-3879

Settlement Cycle:
Charge Semi-Annually 06-2021

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION		Statement Period	Center/Officer
	Relationship Number	Account Number		
RELATIONSHIP SUMMARY			January 2021	9206086/015120

SERVICE DETAIL

SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
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CASH VAULT SERVICES

CASH VAULT DEPOSITS	34	1.0500	35.70	210,169.47
VLT ELECTRONIC CHANGE ORDER	1	5.0000	5.00	29,435.50
VLT CURRENCY ORDER-LOOSE BILL	20	.1800	3.60	21,193.56
VLT ROLLED COIN ORDER	4	.1500	.60	3,532.26
VAULT CASH DEPOSITED PER \$1	11,465	.0009	10.32	60,754.87
ARMORED CAR PASS-THROUGH	1		418.13	2,461,573.12
			473.35	2,786,658.78

ARP SERVICES

PARTIAL RECON - BASE FEE	1	65.0000	65.00	382,661.50
PARTIAL RECON - ITEM	4	.0000	.00	0.00
FULL RECON - BASE FEE	1	50.0000	50.00	294,355.00
FULL RECON - ITEM	144	.0200	2.88	16,954.85
POSITIVE PAY	2	40.0000	80.00	470,968.00
POSITIVE PAY MISMATCH ITEM	1	1.0000	1.00	5,887.10
ARP AUTO D/T TO BANK/TRAN	7	6.0000	42.00	247,258.20
ARP AUTO D/T TO BANK/RCD	145	.0150	2.18	12,833.88
BASIC POSITIVE PAY	3	40.0000	120.00	470,968.00
PAYEE NAME VERIFICATION ITEM	156	.0000	.00	0.00
			363.06	1,901,886.53

IMAGE DELIVERY SERVICES

CD-ROM PREMIUM CD	3	25.0000	75.00	441,532.50
CD ROM IMAGES PER ITEM	148	.0400	5.92	34,851.64
			80.92	476,384.14

ACH SERVICES

ACH MONTHLY MAINTENANCE	4	40.0000	160.00	941,936.00
ACH PPD DEBITS ORIGINATED	1,777	.0700	124.39	732,296.37
ACH PPD CREDITS ORIGINATED	1,194	.0700	83.58	492,043.81
ACH CORP CREDITS ORIGINATED	10	.0700	.70	4,120.97
ACH FAX PAGE	18	6.0000	108.00	635,806.80
ACH RETURN TRANSACTION	5	5.0000	25.00	147,177.50
ACH NOTIFICATION OF CHANGE	12	4.0000	48.00	282,580.80
TM ACH FILE UPLOAD	9	25.0000	225.00	1,324,597.50
			774.67	4,560,559.75

ACH FRAUD CONTROL

ACH FRAUD CONTROL MONTH MAINT	5	30.0000	150.00	706,452.00
			150.00	706,452.00

WIRE TRANSFER SERVICES

WIRE MONTHLY MAINT PER ACCOUNT	5	.0000	.00	0.00
TM DOMESTIC REPETITIVE WIRE	18	8.0000	144.00	847,742.40
TM DOMESTIC NON-REP WIRE	2	7.0000	14.00	82,419.40
			158.00	930,161.80

LOCKBOX SERVICES

LOCKBOX DEPOSITS	19	1.3000	24.70	145,411.37
RLBX MAINTENANCE - MONTHLY	1	30.0000	30.00	176,613.00
RLBX NON-REMIT MAIL/NO PAYMENT	19	.1500	2.85	16,778.24
RLBX REJECTED ITEMS	52	.1500	7.80	45,919.38



SUNTRUST BANK
PO BOX 4418, MAIL CODE 1948
ATLANTA, GEORGIA 30302

Account Analysis
Statement

CITY OF COCONUT CREEK
CONCENTRATION ACCOUNT
4800 W COPANS RD
COCONUT CREEK FL 33063-3879

Settlement Cycle:
Charge Semi-Annually 06-2021

RELATIONSHIP AND ACCOUNT INFORMATION

Account Type	Relationship Number	Account Number	Statement Period	Center/Officer
RELATIONSHIP SUMMARY			January 2021	9206086/015120

SERVICE DETAIL

SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
RLBX DEPOSIT TICKET	1	50.0000	50.00	294,355.00
RLBX PAYMENT ONLY SPECIAL SORT	261	.1000	26.10	153,653.31
RLBX INCOMING RECEIPTED MAIL	5	10.0000	50.00	294,355.00
RLBX P.O. BOX ANNUAL RENTAL	1	100.0000	100.00	588,710.00
RLBX PAYMENT ONLY KEYSTROKES	4,824	.0150	72.36	425,990.56
RLBX USPS MAIL	1		24.96	146,942.02
RLBX DATA TRANS - PER FILE	19	6.0000	114.00	671,129.40
RLBX DATA TRANS - PER RECORD	1,921	.0000	.00	0.00
RLBX MARKSENSE CHECK BOX	6	.2500	1.50	8,830.65
RLBX LOW SPEED EXTRACTION	1,921	.1400	268.94	1,583,276.67
RLBX MULTIPLE PAYMENTS/COUPONS	308	.1800	55.44	326,380.82
RLBX PARTIAL PAYMENTS	840	.0500	42.00	247,258.20
RLBX IMAGE ARCHIVE 90 DAYS	5,177	.0100	51.77	304,775.17
RLBX CAPTURED ITEMS < 5K	1,921	.0200	38.42	226,182.38
RLBX IMAGE CD ROM PER CD	1	25.0000	25.00	147,177.50
RLBX FULL TEXT SEARCH	5,177	.0400	207.08	1,219,100.67
RLBX ONLINE DECISION MAINT	1	75.0000	75.00	441,532.50
RLBX ONLINE DECISION-PRESENTED	33	.5000	16.50	97,137.15
			1,284.42	7,561,508.99
TREASURY MANAGER				
TM/OLC MAINTENANCE FEE	1	20.0000	20.00	117,742.00
TM/OLC PRIOR DAY SERV/MONTH	1	10.0000	10.00	58,871.00
TM/OLC PRIOR DAY/ACCOUNT	5	12.0000	60.00	353,226.00
TM/OLC PRIOR DAY/DETAIL ITEM	629	.1000	62.90	370,298.59
TM/OLC CURRENT DAY SERV/MONTH	1	.0000	.00	0.00
TM/OLC CURRENT DAY/ACCOUNT	5	.0000	.00	0.00
TM/OLC CURRENT DAY/DETAIL ITEM	393	.0000	.00	0.00
TM/OLC SPECIAL RPT MNTH MAINT	1	.0000	.00	0.00
TM/OLC CAR REPORT	5	1.0000	5.00	29,435.50
TM/OLC RETURN ITEM REPORT	7	1.0000	7.00	41,209.70
TM ACH SERVICE/MONTH	1	35.0000	35.00	206,048.50
TM WIRE TRANSFER SERVICE/MONTH	1	35.0000	35.00	206,048.50
TM IMAGE ITEM RETRIEVAL/IMAGE	48	.0000	.00	0.00
			234.90	1,382,879.79
Total Balance Based Service Charges			3,940.87	22,729,327.79



SUNTRUST BANK
PO BOX 4418, MAIL CODE 1948
ATLANTA, GEORGIA 30302

Account Analysis
Statement

CITY OF COCONUT CREEK
CONCENTRATION ACCOUNT
4800 W COPANS RD
COCONUT CREEK FL 33063-3879

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION			Center/Officer
	Relationship Number	Account Number	Statement Period	
BUSINESS CHECKING			January 2021	9206086/015120

Balance and Compensation Summary

Average Positive Ledger Balance	15,900,012.93
Average Ledger Balance	15,900,012.93
Less: Average Float	390,645.35
Average Collected Balance	15,509,367.58
Average Negative Collected Balance	0.00
Average Positive Collected Balance	15,509,367.58
Less: 0.00% Related Reserves	0.00
Average Available Balance	15,509,367.58
Earnings Credit on Average Available Balance at 0.20%*	2,634.47
Less: Balance Based Service Charges	3,023.91
Net Analysis Position	(389.44)
Balance Based Charge Transferred to	389.44
 Additional Balances Required To Cover Services *Per Annum.	 2,292,692.99

SERVICE DETAIL

SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
DEMAND DEPOSIT SERVICES				
MONTHLY ACCT MAINTENANCE FEE	1	10.0000	10.00	58,871.00
ELECTRONIC CREDITS POSTED	307	.0800	24.56	144,587.18
ITEMS DEPOSITED	470	.0900	42.30	249,024.33
RLBX TRANSIT DEPOSITED ITEM	1,231	.1500	184.65	1,087,053.02
RLBX ON-US DEPOSITED ITEM	104	.1500	15.60	91,838.76
ELECTRONIC DEBITS POSTED	30	.0800	2.40	14,129.04
MISCELLANEOUS DEBITS	1	.2000	.20	1,177.42
			279.71	1,646,680.75
ZERO BALANCE SERVICES				
ZBA MASTER ACCOUNT	1	25.0000	25.00	147,177.50
			25.00	147,177.50
RETURNED CHECK SERVICES				
DEPOSITED ITEM RETURNED	10	3.0000	30.00	176,613.00
			30.00	176,613.00
CASH VAULT SERVICES				
CASH VAULT DEPOSITS	34	1.0500	35.70	210,169.47
VLT ELECTRONIC CHANGE ORDER	1	5.0000	5.00	29,435.50
VLT CURRENCY ORDER-LOOSE BILL	20	.1800	3.60	21,193.56
VLT ROLLED COIN ORDER	4	.1500	.60	3,532.26
VAULT CASH DEPOSITED PER \$1	11,465	.0009	10.32	60,754.87
ARMORED CAR PASS-THROUGH	1		418.13	2,461,573.12
			473.35	2,786,658.78



SUNTRUST BANK
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Account Analysis
Statement

CITY OF COCONUT CREEK
CONCENTRATION ACCOUNT
4800 W COPANS RD
COCONUT CREEK FL 33063-3879

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION			Center/Officer
	Relationship Number	Account Number	Statement Period	
BUSINESS CHECKING			January 2021	9206086/015120

SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
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ARP SERVICES				
BASIC POSITIVE PAY	1	40.0000	40.00	235,484.00
			40.00	235,484.00

ACH SERVICES				
ACH MONTHLY MAINTENANCE	1	40.0000	40.00	235,484.00
ACH PPD DEBITS ORIGINATED	1,777	.0700	124.39	732,296.37
ACH PPD CREDITS ORIGINATED	2	.0700	.14	824.19
ACH FAX PAGE	9	6.0000	54.00	317,903.40
ACH RETURN TRANSACTION	5	5.0000	25.00	147,177.50
TM ACH FILE UPLOAD	9	25.0000	225.00	1,324,597.50
			468.53	2,758,282.96

ACH FRAUD CONTROL				
ACH FRAUD CONTROL MONTH MAINT	1	30.0000	30.00	176,613.00
			30.00	176,613.00

WIRE TRANSFER SERVICES				
WIRE MONTHLY MAINT PER ACCOUNT	1	.0000	.00	0.00
TM DOMESTIC REPETITIVE WIRE	18	8.0000	144.00	847,742.40
TM DOMESTIC NON-REP WIRE	2	7.0000	14.00	82,419.40
			158.00	930,161.80

LOCKBOX SERVICES				
LOCKBOX DEPOSITS	19	1.3000	24.70	145,411.37
RLBX MAINTENANCE - MONTHLY	1	30.0000	30.00	176,613.00
RLBX NON-REMIT MAIL/NO PAYMENT	19	.1500	2.85	16,778.24
RLBX REJECTED ITEMS	52	.1500	7.80	45,919.38
RLBX DEPOSIT TICKET	1	50.0000	50.00	294,355.00
RLBX PAYMENT ONLY SPECIAL SORT	261	.1000	26.10	153,653.31
RLBX INCOMING RECEIPTED MAIL	5	10.0000	50.00	294,355.00
RLBX P.O. BOX ANNUAL RENTAL	1	100.0000	100.00	588,710.00
RLBX PAYMENT ONLY KEYSTROKES	4,824	.0150	72.36	425,990.56
RLBX USPS MAIL	1		24.96	146,942.02
RLBX DATA TRANS - PER FILE	19	6.0000	114.00	671,129.40
RLBX DATA TRANS - PER RECORD	1,921	.0000	.00	0.00
RLBX MARKSENSE CHECK BOX	6	.2500	1.50	8,830.65
RLBX LOW SPEED EXTRACTION	1,921	.1400	268.94	1,583,276.67
RLBX MULTIPLE PAYMENTS/COUPONS	308	.1800	55.44	326,380.82
RLBX PARTIAL PAYMENTS	840	.0500	42.00	247,258.20
RLBX IMAGE ARCHIVE 90 DAYS	5,177	.0100	51.77	304,775.17
RLBX CAPTURED ITEMS < 5K	1,921	.0200	38.42	226,182.38
RLBX IMAGE CD ROM PER CD	1	25.0000	25.00	147,177.50
RLBX FULL TEXT SEARCH	5,177	.0400	207.08	1,219,100.67
RLBX ONLINE DECISION MAINT	1	75.0000	75.00	441,532.50
RLBX ONLINE DECISION-PRESENTED	33	.5000	16.50	97,137.15
			1,284.42	7,561,508.99

TREASURY MANAGER				
TM/OLC MAINTENANCE FEE	1	20.0000	20.00	117,742.00
TM/OLC PRIOR DAY SERV/MONTH	1	10.0000	10.00	58,871.00
TM/OLC PRIOR DAY/ACCOUNT	5	12.0000	60.00	353,226.00
TM/OLC PRIOR DAY/DETAIL ITEM	629	.1000	62.90	370,298.59



SUNTRUST BANK
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Account Analysis
Statement

CITY OF COCONUT CREEK
CONCENTRATION ACCOUNT
4800 W COPANS RD
COCONUT CREEK FL 33063-3879

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION			Center/Officer
	Relationship Number	Account Number	Statement Period	
BUSINESS CHECKING			January 2021	9206086/015120

SERVICE DETAIL				
SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
TM/OLC CURRENT DAY SERV/MONTH	1	.0000	.00	0.00
TM/OLC CURRENT DAY/ACCOUNT	5	.0000	.00	0.00
TM/OLC CURRENT DAY/DETAIL ITEM	393	.0000	.00	0.00
TM/OLC SPECIAL RPT MNTH MAINT	1	.0000	.00	0.00
TM/OLC CAR REPORT	5	1.0000	5.00	29,435.50
TM/OLC RETURN ITEM REPORT	7	1.0000	7.00	41,209.70
TM ACH SERVICE/MONTH	1	35.0000	35.00	206,048.50
TM WIRE TRANSFER SERVICE/MONTH	1	35.0000	35.00	206,048.50
TM IMAGE ITEM RETRIEVAL/IMAGE	48	.0000	.00	0.00
			234.90	1,382,879.79
Total Balance Based Service Charges			3,023.91	17,802,060.57



SUNTRUST BANK
PO BOX 4418, MAIL CODE 1948
ATLANTA, GEORGIA 30302

Account Analysis
Statement

CITY OF COCONUT CREEK
PAYROLL ACCOUNT
4800 W COPANS RD
COCONUT CREEK FL 33063-3879

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION		Statement Period	Center/Officer
	Relationship Number	Account Number		
BUSINESS CHECKING			January 2021	9206086/015120

Balance and Compensation Summary

Average Positive Ledger Balance	0.00
Average Ledger Balance	0.00
Less: Average Float	0.00
Average Collected Balance	0.00
Average Negative Collected Balance	0.00
Average Positive Collected Balance	0.00
Less: 0.00% Related Reserves	0.00
Average Available Balance	0.00
Earnings Credit on Average Available Balance at 0.20%*	0.00
Less: Balance Based Service Charges	310.60
Net Analysis Position	(310.60)
Balance Based Charge Transferred to	310.60

Additional Balances Required To Cover Services 1,828,533.26
*Per Annum.

SERVICE DETAIL

SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
DEMAND DEPOSIT SERVICES				
MONTHLY ACCT MAINTENANCE FEE	1	10.0000	10.00	58,871.00
ELECTRONIC DEBITS POSTED	2	.0800	.16	941.94
			10.16	59,812.94
ZERO BALANCE SERVICES				
ZBA SUB ACCOUNT	1	10.0000	10.00	58,871.00
			10.00	58,871.00
ARP SERVICES				
BASIC POSITIVE PAY	1	40.0000	40.00	235,484.00
			40.00	235,484.00
IMAGE DELIVERY SERVICES				
CD-ROM PREMIUM CD	1	25.0000	25.00	147,177.50
			25.00	147,177.50
ACH SERVICES				
ACH MONTHLY MAINTENANCE	1	40.0000	40.00	235,484.00
ACH PPD CREDITS ORIGINATED	1,192	.0700	83.44	491,219.62
ACH FAX PAGE	4	6.0000	24.00	141,290.40
ACH NOTIFICATION OF CHANGE	12	4.0000	48.00	282,580.80
			195.44	1,150,574.82



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Account Analysis
Statement

CITY OF COCONUT CREEK
PAYROLL ACCOUNT
4800 W COPANS RD
COCONUT CREEK FL 33063-3879

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION		Statement Period	Center/Officer
	Relationship Number	Account Number		
BUSINESS CHECKING			January 2021	9206086/015120

SERVICE DETAIL				
SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
ACH FRAUD CONTROL				
ACH FRAUD CONTROL MONTH MAINT	1	30.0000	30.00	176,613.00
			30.00	176,613.00
WIRE TRANSFER SERVICES				
WIRE MONTHLY MAINT PER ACCOUNT	1	.0000	.00	0.00
			.00	0.00
Total Balance Based Service Charges			310.60	1,828,533.26



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Account Analysis
Statement

CITY OF COCONUT CREEK
ACCOUNTS PAYABLE
4800 W COPANS RD
COCONUT CREEK FL 33063-3879

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION		Statement Period	Center/Officer
	Relationship Number	Account Number		
BUSINESS CHECKING			January 2021	9206086/015120

Balance and Compensation Summary

Average Positive Ledger Balance	0.00
Average Ledger Balance	0.00
Less: Average Float	0.00
Average Collected Balance	0.00
Average Negative Collected Balance	0.00
Average Positive Collected Balance	0.00
Less: 0.00% Related Reserves	0.00
Average Available Balance	0.00
Earnings Credit on Average Available Balance at 0.20%*	0.00
Less: Balance Based Service Charges	305.76
Net Analysis Position	(305.76)
Balance Based Charge Transferred to	305.76
Additional Balances Required To Cover Services *Per Annum.	1,800,039.70

SERVICE DETAIL

SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
DEMAND DEPOSIT SERVICES				
MONTHLY ACCT MAINTENANCE FEE	1	10.0000	10.00	58,871.00
ITEMS PAID NOT ENCLOSED	144	.1100	15.84	93,251.66
ELECTRONIC DEBITS POSTED	5	.0800	.40	2,354.84
			26.24	154,477.50
ZERO BALANCE SERVICES				
ZBA SUB ACCOUNT	1	10.0000	10.00	58,871.00
			10.00	58,871.00
ARP SERVICES				
FULL RECON - BASE FEE	1	50.0000	50.00	294,355.00
FULL RECON - ITEM	144	.0200	2.88	16,954.85
POSITIVE PAY	1	40.0000	40.00	235,484.00
POSITIVE PAY MISMATCH ITEM	1	1.0000	1.00	5,887.10
ARP AUTO D/T TO BANK/TRAN	7	6.0000	42.00	247,258.20
ARP AUTO D/T TO BANK/RCRD	145	.0150	2.18	12,833.88
PAYEE NAME VERIFICATION ITEM	152	.0000	.00	0.00
			138.06	812,773.03
IMAGE DELIVERY SERVICES				
CD-ROM PREMIUM CD	1	25.0000	25.00	147,177.50
CD ROM IMAGES PER ITEM	144	.0400	5.76	33,909.70
			30.76	181,087.20



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Account Analysis
Statement

CITY OF COCONUT CREEK
ACCOUNTS PAYABLE
4800 W COPANS RD
COCONUT CREEK FL 33063-3879

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION		Statement Period	Center/Officer
	Relationship Number	Account Number		
BUSINESS CHECKING			January 2021	9206086/015120

SERVICE DETAIL				
SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
ACH SERVICES				
ACH MONTHLY MAINTENANCE	1	40.0000	40.00	235,484.00
ACH CORP CREDITS ORIGINATED	10	.0700	.70	4,120.97
ACH FAX PAGE	5	6.0000	30.00	176,613.00
			70.70	416,217.97
ACH FRAUD CONTROL				
ACH FRAUD CONTROL MONTH MAINT	1	30.0000	30.00	176,613.00
			30.00	176,613.00
WIRE TRANSFER SERVICES				
WIRE MONTHLY MAINT PER ACCOUNT	1	.0000	.00	0.00
			.00	0.00
Total Balance Based Service Charges			305.76	1,800,039.70

SUNTRUST BANK
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**Account Analysis
 Statement**

CITY OF COCONUT CREEK
 CDBG & SHIP GRANT ACCOUNT
 4800 W COPANS RD
 COCONUT CREEK FL 33063-3879

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION			Center/Officer
	Relationship Number	Account Number	Statement Period	
BUSINESS CHECKING			January 2021	9206086/015120
Balance and Compensation Summary				
Average Positive Ledger Balance				0.00
Average Ledger Balance				0.00
Less: Average Float				0.00
Average Collected Balance				0.00
Average Negative Collected Balance				0.00
Average Positive Collected Balance				0.00
Less: 0.00% Related Reserves				0.00
Average Available Balance				0.00
Earnings Credit on Average Available Balance at 0.20%*				0.00
Less: Balance Based Service Charges				220.60
Net Analysis Position				(220.60)
Balance Based Charge Transferred to				220.60
Additional Balances Required To Cover Services *Per Annum.				1,298,694.26

SERVICE DETAIL				
SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
DEMAND DEPOSIT SERVICES				
MONTHLY ACCT MAINTENANCE FEE	1	10.0000	10.00	58,871.00
ITEMS PAID NOT ENCLOSED	4	.1100	.44	2,590.32
			10.44	61,461.32
ZERO BALANCE SERVICES				
ZBA SUB ACCOUNT	1	10.0000	10.00	58,871.00
			10.00	58,871.00
ARP SERVICES				
PARTIAL RECON - BASE FEE	1	65.0000	65.00	382,661.50
PARTIAL RECON - ITEM	4	.0000	.00	0.00
POSITIVE PAY	1	40.0000	40.00	235,484.00
PAYEE NAME VERIFICATION ITEM	4	.0000	.00	0.00
			105.00	618,145.50
IMAGE DELIVERY SERVICES				
CD-ROM PREMIUM CD	1	25.0000	25.00	147,177.50
CD ROM IMAGES PER ITEM	4	.0400	.16	941.94
			25.16	148,119.44
ACH SERVICES				
ACH MONTHLY MAINTENANCE	1	40.0000	40.00	235,484.00
			40.00	235,484.00



SUNTRUST BANK
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Account Analysis
Statement

CITY OF COCONUT CREEK
CDBG & SHIP GRANT ACCOUNT
4800 W COPANS RD
COCONUT CREEK FL 33063-3879

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION		Statement Period	Center/Officer
	Relationship Number	Account Number		
BUSINESS CHECKING			January 2021	9206086/015120

SERVICE DETAIL				
SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
ACH FRAUD CONTROL				
ACH FRAUD CONTROL MONTH MAINT	1	30.0000	30.00	176,613.00
			30.00	176,613.00
WIRE TRANSFER SERVICES				
WIRE MONTHLY MAINT PER ACCOUNT	1	.0000	.00	0.00
			.00	0.00
Total Balance Based Service Charges			220.60	1,298,694.26



SUNTRUST BANK
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Account Analysis
Statement

CITY OF COCONUT CREEK
4800 W COPANS RD
COCONUT CREEK FL 33063-3879

Account Type	RELATIONSHIP AND ACCOUNT INFORMATION		Statement Period	Center/Officer
	Relationship Number	Account Number		
INTEREST CHECKING			January 2021	9206086/015120

Balance and Compensation Summary

Average Positive Ledger Balance	23,584,518.84
Average Ledger Balance	23,584,518.84
Less: Average Float	0.00
Average Collected Balance	23,584,518.84
Average Negative Collected Balance	0.00
Average Positive Collected Balance	23,584,518.84
Less: 0.00% Related Reserves	0.00
Average Available Balance	23,584,518.84
Earnings Credit on Average Available Balance at 0.00%*	0.00
Less: Balance Based Service Charges	80.00
Net Analysis Position	(80.00)
Balance Based Charge Transferred to	80.00

*Per Annum.

SERVICE DETAIL

SERVICES PROVIDED FOR PERIOD	VOLUME	UNIT PRICE	SERVICE CHARGES	BAL REQUIRED
DEMAND DEPOSIT SERVICES				
MONTHLY ACCT MAINTENANCE FEE	1	10.0000	10.00	0.00
			10.00	0.00
ARP SERVICES				
BASIC POSITIVE PAY	1	40.0000	40.00	0.00
			40.00	0.00
ACH FRAUD CONTROL				
ACH FRAUD CONTROL MONTH MAINT	1	30.0000	30.00	0.00
			30.00	0.00
WIRE TRANSFER SERVICES				
WIRE MONTHLY MAINT PER ACCOUNT	1	.0000	.00	0.00
			.00	0.00
Total Balance Based Service Charges			80.00	0.00

ATTACHMENT "A"

LOCKBOX FILE

UB059140	-02	030220210000000140.37
UB107269	-02	030220210000000092.45
UB027101	-01	030220210000000167.58
UB047147	-02	030220210000000035.66
UB062168	-05	030220210000000043.58
UB096210	-03	030220210000000285.98
UB094118	-05	030220210000000085.24
UB065143	-03	030220210000000033.03
UB089142	-02	030220210000000226.39
UB065142	-08	030220210000000148.63
UB004681	-01	030220210000000043.58
UB107057	-02	030220210000000051.50
UB107157	-04	030220210000000070.43
UB106982	-02	030220210000000051.51
UB077111	-03	030220210000000034.87
UB088152	-04	030220210000000070.43
UB024520	-03	030220210000000051.50
UB001032	-01	030220210000000045.00
UB108247	-03	030220210000000008.00
UB002096	-00	030220210000000045.00
UB078107	-02	030220210000000061.00
UB106965	-02	030220210000000051.50
UB109317	-01	030220210000000402.33
UB109316	-01	030220210000004509.25
UB109318	-01	030220210000001186.25
UB004652	-00	030220210000000295.24
UB049300	-04	030220210000001204.95
UB049301	-02	030220210000000086.32

ATTACHMENT "A"

UB000314	-01	030220210000000199.59
UB108683	-07	030220210000000114.47
UB041064	-05	030220210000000114.47
UB073123	-04	030220210000000166.57
UB001900	-00	030220210000000080.00
UB108378	-02	030220210000000340.68
UB001067	-01	030220210000000353.71
UB099030	-02	030220210000000035.00
UB099031	-02	030220210000000035.00
UB106260	-02	030220210000000199.59
UB107443	-02	030220210000000669.51
UB106261	-02	0302202100000001495.11
UB000268	-00	0302202100000001514.17
UB108301	-03	030220210000000059.43
UB004401	-01	030220210000000052.00
UB107180	-04	030220210000000060.43
UB002210	-05	030220210000000043.58
UB043011	-03	030220210000000092.45
UB108374	-04	030220210000000352.80
UB107778	-02	030220210000000269.01
UB004717	-01	030220210000000466.89
UB000260	-01	030220210000000647.58
UB001192	-00	030220210000000937.65
UB098172	-02	030220210000000140.37
UB003898	-01	030220210000000081.44
UB066101	-01	030220210000000548.19
UB066117	-01	030220210000000405.08
UB066102	-01	030220210000000493.15
UB066103	-01	0302202100000001224.88
UB066104	-01	030220210000000636.25

ATTACHMENT "A"

UB066105	-01	030220210000001511.08
UB066106	-01	030220210000001522.09
UB066107	-01	030220210000000515.16
UB066108	-01	030220210000000960.68
UB066109	-01	030220210000002039.47
UB066110	-01	030220210000000647.26
UB066111	-01	030220210000000287.08
UB066112	-01	030220210000000427.10
UB066113	-01	030220210000000317.02
UB066114	-01	030220210000000537.18
UB066116	-01	030220210000000537.18
UB066118	-01	030220210000000636.25
UB066119	-01	030220210000000342.70
UB000420	-05	030220210000000070.43
UB003060	-08	030220210000000051.50
UB028074	-11	030220210000000092.45
UB028086	-08	030220210000000148.63
UB028089	-14	030220210000000070.43
UB034135	-06	030220210000000127.42
UB034171	-06	030220210000000114.47
UB041008	-13	030220210000000226.39
UB062128	-10	030220210000000070.43
UB062144	-11	030220210000000092.45
UB063131	-10	030220210000000148.63
UB063143	-12	030220210000000070.43
UB068133	-10	030220210000000114.47
UB069127	-09	030220210000000059.43
UB069135	-06	030220210000000043.58
UB082122	-09	030220210000000070.43
UB086110	-07	030220210000000127.42

ATTACHMENT "A"

UB086123	-06	030220210000000081.44
UB105161	-05	030220210000000070.43
UB105220	-07	030220210000000051.50
UB105246	-09	030220210000000059.43
UB107008	-05	0302202100000000170.79
UB107102	-07	030220210000000070.43
UB107108	-05	030220210000000059.43
UB107109	-10	030220210000000081.44
UB107806	-07	030220210000000081.44
UB108320	-08	030220210000000070.43
UB108653	-08	030220210000000070.43



Appendix 5 – Sample Agreement

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CASH MANAGEMENT MASTER AGREEMENT

Customer: CITY OF COCONUT CREEK

TD Bank, N.A. (“Bank”) provides a broad range of non-consumer cash management products and services to its customers. The customer identified above (“Customer”) wishes to use, and Bank is willing to provide to Customer, those services that have been checked below:

- 1. TD eTreasury Services (Appendix I)
- 2. TD ACH Origination Services (Appendix II)
- 3. TD Wire Transfer Services (Appendix III)
- 4. TD Sweep Services (Appendix IV).....
- 5. TD Positive Pay Services (Appendix V).....
- 6. TD Controlled Disbursement Services (Appendix VI)
- 7. TD Lockbox Services (Appendix VII).....
- 8. TD Digital Express Services (Appendix VIII).....
- 9. TD Account Reconciliation Services - Full (Appendix IX)
- 10. TD Account Reconciliation Services – Partial (Appendix X).....
- 11. TD Deposit Reconciliation Services (Appendix XI)
- 12. TD Check Imaging Services (Appendix XII).....
- 13. TD Zero Balance Account Services (Appendix XIII).....
- 14. TD Currency Services (Appendix XIV).....
- 15. TD EscrowDirect Services (Appendix XV).....
- 16. TD Information Reporting File Transmission Services (Appendix XVI)
- 17. TD Data Exchange Services (Appendix XVII).....
- 18. TD ACH Third Party Sender Services (Appendix XVIII)
- 19. TD Image Cash Letter Services (Appendix XIX)
- 20. TD Healthcare Remittance Management Services (Appendix XX).....
- 21. TD Data Transmission Services (Appendix XXI).....
- 22. TD ACH Positive Pay Services (Appendix XXII).....
- 23. TD Currency Services for Smartsafe (Appendix XXIII).....

- 24. TD Electronic Bill Payment Presentment & Payment Services (Appendix XXIV)
- 25. TD Integrated Payables Processing Services (Appendix XXV).....
- 26. TD Electronic Lockbox (Bill Payment Aggregation) Services (Appendix XXVI).....
- 27. TD Paymode-X Services (Appendix XXVII)
- 28. TD Integrated Receivables Services (Appendix XXVIII)

The “Cash Management Service(s)” or “Service(s)” shall hereafter mean the cash management service(s) identified above and provided by Bank (and/or Bank’s third-party service providers) to Customer pursuant to this Agreement, the Appendices, including Amended Appendices, as defined below, exhibits, Setup Form(s), and any service guides or manuals made available to Customer by Bank.

Agreement

This Cash Management Master Agreement is by and between Bank and Customer. This Cash Management Master Agreement shall be and is hereby incorporated by reference into and forms part of the "Contract" between the parties, the terms of which include: (1) the Request for Proposal (the "RFP"); (2) the Bank's Proposal (the "Proposal"); and (3) this Agreement (the "CMMA"). The Parties agree that any ambiguity, conflict or inconsistency in the foregoing documents that together constitute the Contract shall be resolved in the following order: (1) the CMMA; (2) the Proposal and (3) the RFP.

Bank agrees to provide to Customer and Customer agrees to use certain Cash Management Services (as defined above) offered and approved by Bank for Customer's use. Bank and Customer agree that the Cash Management Services will be governed by the general terms and conditions of the Contract, including the rules and procedures applicable to each of the Services (collectively, the “Rules”). The Rules are contained in the Appendices to this Agreement, and are hereby incorporated in and made a part of this Agreement.

The following terms and conditions are applicable to all Cash Management Services provided to Customer hereunder.

1. Definitions. Capitalized terms used in this Agreement and in any Appendix, unless otherwise defined herein or therein, shall have the meanings set forth below:

“Access Devices” means collectively all security, identification and authentication mechanisms, including, without limitation, security codes or tokens, PINs, electronic identities or signatures, encryption keys and/or individual passwords associated with or necessary for Customer’s access to and use of any Cash Management Services.

“Account” means an Account, as such term is defined in the Account Agreement, used in connection with any Cash Management Services.

“Account Agreement” means the Business Deposit Account Agreement issued by Bank and governing Customer’s deposit relationship with Bank, as the same may be amended from time to time.

“Affiliate(s)” means, with respect to any party, any company controlled by, under the control of, or under common control with such party.

“Amended Appendix” means an amendment to an Appendix that supplements or revises, but does not revoke in its entirety, a prior Appendix for a particular Service.

“Appendix” means a description of the rules and procedures applicable to a particular Service to be provided by Bank to Customer. Each such Appendix, including any Amended Appendix, is incorporated herein by reference and made a part hereof, and all references herein to Agreement shall be deemed to include all Appendices unless otherwise expressly provided. If there is any conflict between the provisions of this Agreement and any Appendix or Amended Appendix, the Appendix or Amended Appendix shall govern, but only to the extent reasonably necessary to resolve such conflict.

“Authorized Representative” means a person designated by Customer as an individual authorized to act on behalf of Customer with respect to certain matters and/or authorized to access and use the Services, as evidenced by certified copies of resolutions from Customer’s board of directors or other governing body, if any, or other certificate or evidence of authority satisfactory to Bank, including, without limitation, any Customer enrollment or Setup Form(s) completed by Customer.

“Bank Internet System” means Bank’s Internet-based electronic information delivery and transaction initiation system, as may be offered by Bank from time to time, including but not limited to Bank’s eTreasury Services.

“*Bank Internet System Appendix*” means the agreement issued by Bank that governs Customer’s use of the Bank Internet System.

“*Business Day*” has the meaning given to it in the Account Agreement.

“*Calendar Day*” has the meaning given to it in the Account Agreement.

“*Primary Account*” means the Account designated by Customer to which any direct Service fees due Bank may be charged in accordance with this Agreement. Unless otherwise agreed upon in writing by Bank, the address for Customer associated with the Primary Account shall be the address to which all notices and other communications concerning the Services may be sent by Bank.

“*Substitute Check*” has the meaning given to it in Section 3(16) of the *Check Clearing for the 21st Century Act* (“Check 21”), P.L. 108-100, 12 U.S.C. § 5002(16).

2. The Services.

2.1 Bank shall provide to Customer, subject to this Agreement and the applicable Appendix, all Cash Management Services that Customer may request and that Bank may approve from time to time. Bank shall not be required to provide any Services specified in an Appendix unless Customer also provides all information reasonably required by Bank to provide to Customer the Service(s) specified therein.

2.2 Customer, through its Authorized Representative, may use the Services solely in accordance with the terms and conditions of this Agreement and the related Appendices.

2.3 With the exception of scheduled off-peak downtime periods, Bank shall make all reasonable efforts to make the Services available to Customer each Business Day.

2.4 Access to on-line or Internet-based Services may be denied for various reasons, including if invalid Access Devices are used or if the user exceeds the number of invalid attempts allowed by Bank.

2.5 Customer is authorized to use the Services only for the purposes and in the manner contemplated by this Agreement.

2.6 Customer agrees to cooperate with Bank, as Bank may reasonably request, in conjunction with the performance of the Services.

2.7 Customer agrees to comply with the Rules, as they may be amended from time to time by Bank.

2.8 A number of Bank’s Services are subject to processing cut-off times on a Business Day.

Customer can obtain information on Bank’s current cut-off time(s) for Service(s) by reviewing the relevant Service’s Setup Form(s), as applicable, or by calling Treasury Management Services Support at 1-866-475-7262, or by contacting Customer’s Treasury Management Services Representative. Instructions received after a cut-off time or on a day other than a Business Day will generally be deemed received as of the next Business Day.

2.9 Except for the Service Fees (as further defined in Section 4.2 of this Agreement) and scope of included Services applicable to the Term of the Contract as further described in Section 14 of this Agreement. Bank may make changes to this Agreement and any Appendix at any time by providing notice to Customer in accordance with the terms of this Agreement or as may be required by applicable law. Notwithstanding anything to the contrary herein, any Appendix that provides for an alternative form and method for making changes to such Appendix and for providing notice of the same shall govern for that Service. Further, notwithstanding anything to the contrary in the Contract, if Bank believes immediate action is necessary for the security of Bank or Customer funds, Bank may immediately initiate changes to any security procedures associated with the Services and provide prompt subsequent notice thereof to Customer.

2.10 In connection with this Agreement and the Services, Customer agrees that it shall present, and Bank shall have a duty to process, only Substitute Checks that are created by financial institutions; provided, however, that this limitation shall not apply to Substitute Checks created with data from Customer pursuant to any Appendix for Services involving the creation of electronic check images using check conversion technology.

3. Covenants, Representations and Warranties.

3.1 Customer represents and warrants that the individual(s) executing this Agreement and any other agreements or documents associated with the Services has/have been authorized by all necessary Customer action to do so, to issue such instructions as may be necessary to carry out the purposes and intent of this Agreement and to enable Customer to receive each selected Service. Each Authorized Representative whom Customer permits to access and use the Services is duly authorized by all necessary action on the part of Customer to (i) access the Account(s) and use the Services; (ii) access any information related to any Account(s) to which the Authorized Representative has access; and (iii) engage in any transaction relating to any Account(s) to which the Authorized Representative has access.

3.2 Bank may unconditionally rely on the validity and accuracy of any communication or transaction made, or purported to be made, by an Authorized Representative and in accordance with the terms of this Agreement.

3.3 Customer shall take all reasonable measures and exercise all reasonable precautions to prevent

the unauthorized disclosure or use of all Access Devices associated with or necessary for Customer's use of the Services.

3.4 Customer is not a "consumer" as such term is defined in the regulations promulgated pursuant to the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., nor a legal representative of a "consumer."

3.5 Customer shall use the Services only for its own lawful business purposes. Customer shall not use the Services for or on behalf of any third party, except as may otherwise be approved by Bank in its sole and exclusive discretion, and as further described in Section 33. Customer shall take all reasonable measures and exercise reasonable precautions to ensure that Customer's officers, employees and Authorized Representatives do not use the Services for personal, family or household purposes, or for any other purpose not contemplated by this Agreement.

3.6 Customer agrees not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which Customer is bound, or (c) to engage in any Internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (d) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. Customer acknowledges and agrees that Bank has no obligation to monitor Customer's use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Agreement.

3.7 Customer and Bank shall comply with (i) all applicable federal, state and local laws, regulations, rules and orders; (ii) the Account Agreement; (iii) all applicable National Automated Clearing House Association ("NACHA") rules, regulations, and policies; (iv) the Uniform Commercial Code; (v) Office of Foreign Asset Control ("OFAC") requirements; and (vi) all applicable laws, regulations and orders administered by the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN") (collectively (i) through (vi), "Compliance Laws").

4. Account Agreement; Service Fees.

4.1 Bank and Customer agree that any Account established by Customer in connection with Services offered by Bank shall be governed by the Account Agreement, including one or more fee schedules issued by Bank for the Account. If there is any conflict between the terms and provisions of this Agreement and the Account Agreement, the terms and provisions of this Agreement shall govern, but only to the extent reasonably necessary to resolve such conflict.

4.2 During the Term of the Agreement, as described in Section 14, Customer agrees to compensate Bank for all Accounts and Services that Bank provides

pursuant to this Agreement, any Appendices, and in accordance with the Proposal (the "Service Fees"). Any fees and charges associated with Accounts or Services that are not specified in the Contract shall be governed by Bank's standard schedule of fees and charges applicable to Accounts or Services generally. By signing below, Customer acknowledges receipt of the Account Agreement and acceptance of the Service Fees, and agrees to be bound by their terms.

4.3 Customer authorizes Bank to charge the Primary Account for all applicable charges and fees to the extent that such charges and fees are not offset by earnings credits or other allowances for Customer's Account(s). If the balance of available funds in the Primary Account is not sufficient to cover such fees, Bank may charge such fees to any other deposit Account maintained on Bank's records in Customer's name. Customer also agrees to pay all sales, use or other taxes (other than taxes based upon Bank's net income) that may be applicable to the Services provided by Bank hereunder.

4.4 During the Term of this Agreement, as described in Section 14, Bank may not amend Service Fee(s) associated with those Services provided by Bank in accordance with the Contract, unless by mutual written agreement of the parties. Bank acknowledges and agrees that the fees reflected in the Proposal, shall control and be in effect for the Term of this Agreement. Notwithstanding the foregoing, Bank may charge or amend Service Fee(s) associated with new or additional Services that Customer may request that are not included in the Services under the Contract.

5. Customer Information. Customer agrees to provide to Bank, before Bank begins providing any Services to Customer, any and all information required to comply with applicable law and Bank's policies and procedures relating to customer identification and authority. Such information may include, without limitation, official certificates of customer existence, copies of Customer formation agreements, business resolutions or equivalent documents, in a form acceptable to Bank authorizing Customer to enter into this Agreement and to receive Services from Bank pursuant hereto, and designating certain individuals as Customer's Authorized Representatives.

6. Software.

6.1 Bank may supply Customer with certain software owned by or licensed to Bank to be used by Customer in connection with the Services ("Software"). Customer agrees that all such Software is and shall remain the sole property of Bank and/or the vendor of such Software. Customer agrees to comply with all of the terms and conditions of all license and other agreements which are provided to Customer by Bank and/or the Software vendor and/or which govern Customer's use of Software associated with the Services. Unless otherwise agreed in writing between Bank and Customer, Customer shall be responsible for the payment of all costs of installation of any Software provided to Customer in connection with the Services, as

well as for selection, installation, maintenance and repair of all hardware required on Customer's premises for the successful operation of the Software.

6.2 Except as otherwise expressly prohibited or limited by applicable law, Customer shall indemnify, defend and hold harmless Bank, its successors and assigns, from and against any loss, damage or other claim or liability attributable to Customer's unauthorized distribution or disclosure of any Software provided with the Services or any other breach by Customer of any Software license. The provisions of this paragraph shall survive termination of this Agreement.

6.3 Any breach or threatened breach of this Section will cause immediate irreparable injury to Bank, and Customer agrees that injunctive relief, including preliminary injunctive relief and specific performance, should be awarded as appropriate to remedy such breach, without limiting Bank's right to other remedies available in the case of such a breach. Bank may apply to a court for preliminary injunctive relief, permanent injunctive relief and specific performance, but such application shall not abrogate Bank's right to proceed with an action in a court of competent jurisdiction in order to resolve the underlying dispute.

7. Computer Requirements. For certain Cash Management Services, Customer will need to provide, at Customer's own expense, a computer or similar Internet-enabled device, software and Internet or other connections and equipment as needed to access the Services (collectively, the "Computer"). Customer's Internet or other web browser software must support a minimum 128-bit SSL encryption or other security measures as Bank may specify from time to time. Customer's browser must be one that is certified and supported by Bank for optimal performance. Customer is responsible for the installation, maintenance and operation of the Computer and all related charges, including without limitation all Internet service provider, telephone and other similar charges incurred in connecting to the Services. Customer is responsible for installing and maintaining appropriate virus protection software on Customer's Computer. Bank recommends that Customer routinely scan the Computer using reliable virus protection products, and to remove any viruses found using such products. Bank is not responsible for any errors or failures caused by any malfunction of the Computer. Bank is not responsible for any Computer virus or related problems that may be associated with access to or use of the Services, any Software, the Computer or other Internet access, including but not limited to any virus, Trojan horse, worm, keystroke logger, rootkit, spyware, dishonest adware, crimeware or other malicious or unwanted software or related problems that may be associated with access to or use of the Services, any Software or the Computer. Bank also is not responsible for any losses or delays in transmission of information Customer provides to Bank or otherwise arising out of or incurred in connection with the use of any Internet or other service provider providing Customer's connection to the Internet or any browser software. From time to time, Bank may require that Customer upgrade or install software to the Computer to ensure the proper operation of the Services.

Customer agrees to promptly load any such upgrades or additional installations upon Bank's notice to Customer.

8. Bank Third Parties.

8.1 Customer acknowledges that certain third parties, agents or independent service providers (hereinafter "Third Parties") may, from time to time, provide services ("Third Party Services") to Bank in connection with Bank's provision of the Services to Customer and that accordingly, Bank's ability to provide the Services hereunder may be contingent upon the continuing availability of certain services from such Third Parties. Third Party Services may involve the processing and/or transmission of Customer's data, instructions (oral or written) and funds. In addition, Customer agrees that Bank may disclose Customer's financial information to such Third Parties (i) where it is necessary to provide the Services requested; (ii) in order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information; or (iii) when Customer gives its written permission.

8.2 Bank will be responsible for the acts and omissions of its Third Parties in the same manner as if Bank had performed that portion of the Services itself, and no claim may be brought by Customer against such Third Parties. Notwithstanding the foregoing, any claims against Bank (with respect to the acts or omissions of its Third Parties) or its Third Parties shall be subject to the limitations of liability set forth herein to the same extent as if Bank had performed that portion of the Services itself. However, Bank will not be deemed to be the agent of, or responsible for, the acts or omissions of any person (other than its Third Parties), and no such person shall be deemed Bank's agent.

9. Customer Communications; Security Procedures.

9.1 In providing the Services, Bank shall be entitled to rely upon the accuracy of all information and authorizations received from Customer or an Authorized Representative and, where applicable, the authenticity of any signatures purporting to be of Customer or an Authorized Representative. Customer agrees promptly to notify Bank of any changes to any information or authorizations provided to Bank in connection with the Services, and further agrees to promptly execute any new or additional documentation Bank reasonably deems necessary from time to time in order to continue to provide the Services to Customer.

9.2 Customer agrees that it shall be solely responsible for ensuring its compliance with any commercially reasonable security procedures established by Bank in connection with the Services, as such may be amended from time to time, and that Bank shall have no liability for any losses sustained by Customer as a result of a breach of security procedures if Bank has complied with the security procedures.

9.3 Bank shall be entitled to rely on any written list of Authorized Representatives provided to Bank by Customer until revoked or modified by Customer in writing. Customer agrees that Bank may refuse to comply with requests from any individual until Bank receives documentation reasonably satisfactory to it confirming the individual's authority. Bank shall be entitled to rely on any notice or other writing believed by it in good faith to be genuine and correct and to have been signed by an Authorized Representative. Bank may also accept verbal instructions from persons identifying themselves as an Authorized Representative, and Bank's only obligation to verify the identity of such person as an Authorized Representative shall be to call back such person at a telephone number(s) previously provided to Bank by Customer as part of the Account or Services' Setup Form(s). Bank may, but shall have no obligation to, call back an Authorized Representative other than the Authorized Representative from whom Bank purportedly received an instruction. Bank may, but shall have no obligation to, request additional confirmation, written or verbal, of an instruction received from an Authorized Representative via telephone at any time or for any reason whatsoever prior to executing the instruction. Bank may also in its discretion require the use of security codes for Authorized Representatives and/or for receiving instructions or items from Customer. Customer understands and agrees, and Customer shall advise each Authorized Representative that, Bank may, at Bank's option, record telephone conversations regarding instructions received from an Authorized Representative.

9.4 Any security procedures maintained by Bank are not intended to detect errors in the content of an instruction received from Customer or Customer's Authorized Representative. Any errors in an instruction from Customer or Customer's Authorized Representative shall be Customer's sole responsibility. Customer agrees that all security procedures described in this Agreement and applicable Appendix are commercially reasonable and that Bank may charge Customer's Account for any instruction that Bank executed in good faith and in conformity with the security procedures, whether or not the transfer is in fact authorized.

9.5 Customer agrees to adopt and implement its own commercially reasonable internal policies, procedures and systems to provide security to information being transmitted and to receive, store, transmit and destroy data or information in a secure manner to prevent loss, theft or unauthorized access to data or information ("Data Breaches"). Customer also agrees that it will promptly investigate any suspected Data Breaches and monitor its systems regularly for unauthorized intrusions. Customer will provide timely and accurate notification to Bank of any Data Breaches when known or reasonably suspected by Customer and will take all reasonable measures, which may include, without limitation, retaining and/or utilizing competent forensic experts, to determine the scope of and data or transactions affected by any Data Breaches, and promptly providing all such information to

Bank, subject to any limitation imposed on Customer by law enforcement or applicable law.

9.6 BANK'S SECURITY PROCEDURES ARE STRICTLY CONFIDENTIAL AND SHOULD BE DISCLOSED ONLY TO THOSE INDIVIDUALS WHO ARE REQUIRED TO KNOW THEM OR AS OTHERWISE PROVIDED BY LAW. IF A SECURITY PROCEDURE INVOLVES THE USE OF ACCESS DEVICES, THE CUSTOMER SHALL BE RESPONSIBLE TO SAFEGUARD THESE ACCESS DEVICES AND MAKE THEM AVAILABLE ONLY TO DESIGNATED INDIVIDUALS. CUSTOMER HAS THE SOLE RESPONSIBILITY TO INSTRUCT THOSE INDIVIDUALS THAT THEY MUST NOT DISCLOSE OR OTHERWISE MAKE AVAILABLE TO UNAUTHORIZED PERSONS THE SECURITY PROCEDURE OR ACCESS DEVICES. CUSTOMER HAS THE SOLE RESPONSIBILITY TO ESTABLISH AND MAINTAIN ITS OWN PROCEDURES TO ASSURE THE CONFIDENTIALITY OF ANY PROTECTED ACCESS TO THE SECURITY PROCEDURE.

10. Fraud Detection / Deterrence; Positive Pay. Bank offers certain products and services such as Positive Pay (with or without payee validation), ACH Positive Pay, and Account blocks and filters that are designed to detect and/or deter check, automated clearing house ("ACH") or other payment system fraud. While no product or service will be completely effective, Bank believes that the products and services it offers will reduce the likelihood that certain types of fraudulent items or transactions will be paid against Customer's Account. Failure to use such products or services could substantially increase the likelihood of fraud. **Customer agrees that if, after being informed by Bank or after Bank otherwise makes information about such products or services available to Customer consistent with Section 27 of this Agreement, Customer declines or fails to implement and use any of these products or services, or fails to follow these and other Bank-identified or recommended precautions reasonable for Customer's particular circumstances, Customer will be precluded from asserting any claims against Bank for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, service, or precaution was designed to detect or deter, and Bank will not be required to re-credit Customer's Account or otherwise have any liability for paying such items, except to the extent that Bank has failed to exercise the required standard of care under the Uniform Commercial Code.**

11. Duty to Inspect. Customer is responsible for monitoring all Services provided by Bank, including each individual transaction processed by Bank, and notifying Bank of any errors or other problems within ten (10) Calendar Days (or such longer period as may be required by applicable law) after Bank has made available to Customer any report, statement or other material containing or reflecting the error, including an Account analysis statement or on-line Account access. Except to the extent otherwise required by law, failure to notify Bank of an error or problem within such time will relieve Bank of any and all liability for

interest upon correction of the error or problem (and for any loss from any subsequent transaction involving the same error or problem). In the event Customer fails to report such error or problem within thirty (30) Calendar Days after Bank made available such report, statement or on-line Account access, the transaction shall be deemed to have been properly authorized and executed, and Bank shall have no liability with respect to any error or problem. Customer agrees that its sole remedy in the event of an error in implementing any selection with the Services shall be to have Bank correct the error within a reasonable period of time after discovering or receiving notice of the error from Customer.

12. Overdrafts; Set-off. Bank may, but shall not be obligated to, complete any transaction in connection with providing the Services if there are insufficient available funds in Customer's Account(s) to complete the transaction. In the event any actions by Customer result in an overdraft in any of Customer's Accounts, including but not limited to Customer's failure to maintain sufficient balances in any of Customer's Accounts, Customer shall be responsible for repaying the overdraft immediately, without notice or demand. Bank has the right, in addition to all other rights and remedies available to it, to set off the unpaid balance of any amount owed it in connection with the Services against any debt owing to Customer by Bank, including, without limitation, any obligation under a repurchase agreement or any funds held at any time by Bank, whether collected or in the process of collection, or in any other Account maintained by Customer at, or evidenced by any certificate of deposit issued by, Bank. Except as otherwise expressly prohibited or limited by law, if any of Customer's Accounts become overdrawn, under-funded or for any reason contain a negative balance, then Bank shall have the right of set-off against all of Customer's Accounts and other property or deposit Accounts maintained at Bank, and Bank shall have the right to enforce its interests in collateral held by it to secure debts of Customer to Bank arising from notes or other indebtedness now or hereafter owing or existing under this Agreement, whether or not matured or liquidated.

13. Transaction Limits.

13.1 In the event that providing the Services to Customer results in unacceptable credit exposure or other risk to Bank, or will cause Bank to violate any law, regulation, rule or order to which it is subject, Bank may, in Bank's sole and exclusive discretion, without prior notice, limit Customer's transaction volume or dollar amount and refuse to execute transactions that exceed any such limit, or Bank may terminate any Service then being provided to Customer. Bank will provide notice of such limits to Customer in accordance with the terms of this Agreement.

13.2 Customer shall, upon request by Bank from time to time, provide Bank with such financial information and statements and such other documentation as Bank reasonably determines to be necessary or appropriate showing Customer's financial condition, assets, liabilities, stockholder's equity, current income and surplus, and such other information regarding the financial condition of Customer as Bank may reasonably request to enable Bank to

evaluate its exposure or risk. Any limits established by Bank hereunder shall be made in Bank's sole discretion and shall be communicated promptly to Customer.

14. Term and Termination.

14.1 This Agreement shall be effective when (i) signed by an Authorized Representative of Customer and accepted by Bank, and (ii) Customer delivers to Bank all documents and information, including any Setup Form(s) and electronic data, reasonably required by Bank prior to commencing to provide the Services or otherwise in accordance with the Contract, and shall terminate [] (the "Initial Term"). The parties may renew this Agreement by mutual written agreement for an additional [] (the "Renewal Term"). Bank will determine the adequacy of such documentation and information in its sole discretion and may refuse to provide the Services to Customer until adequate documentation and information are provided.

14.2 This Agreement shall continue in effect as described in Section 14.1, unless and until terminated by either party with thirty (30) Calendar Days' prior written notice to the other. Either party may terminate an Appendix in accordance with the provisions of this Section without terminating either this Agreement or any other Appendix. Upon termination of this Agreement or any Appendix, Customer shall, at its expense, return to Bank, in the same condition as when delivered to Customer, normal wear and tear excepted, all property belonging to Bank and all proprietary material delivered to Customer in connection with the terminated Service(s).

14.3 If an Appendix is terminated in accordance with this Agreement, Customer must contact Treasury Management Services Support for instructions regarding the cancellation of all future dated payments and transfers. Bank may continue to make payments and transfers and to perform other Services that Customer has previously authorized or may subsequently authorize; however, Bank is not under any obligation to do so. Bank will not be liable if it chooses to make any payment or transfer or to perform any other Services that Customer has previously authorized or subsequently authorizes after an Appendix had terminated.

14.4 Notwithstanding the foregoing, Bank may, without prior notice, terminate this Agreement and/or terminate or suspend any Service(s) provided to Customer pursuant hereto (i) if Customer or Bank closes any Account established in connection with the Service(s) that is necessary for the ongoing use of the Service(s) or necessary for Bank to charge Service Fees, including, but not limited to, closure of the Primary Account, (ii) if Bank determines that Customer has failed to maintain a financial condition deemed reasonably satisfactory to Bank to minimize any credit or other risks to Bank in providing Services to Customer, including the commencement of a voluntary or involuntary proceeding under the United States Bankruptcy Code or other statute or regulation relating to bankruptcy or relief of debtors, (iii) in the event of a material breach, default in the performance or observance of any term, or

material breach of any representation or warranty by Customer, (iv) in the event of default by Customer in the payment of any sum owed by Customer to Bank hereunder or under any note or other agreement, as may be defined therein, (v) if there has been a seizure, attachment, or garnishment of Customer's Accounts, assets or properties, (vi) if Bank believes immediate action is necessary for the security of Bank or Customer funds or (vii) if Bank reasonably believes that the continued provision of Services in accordance with the terms of this Agreement or any Appendix would violate federal, state or local laws or regulations, or would subject Bank to unacceptable risk of loss. In the event of any termination hereunder, all fees due Bank under this Agreement as of the time of termination shall become immediately due and payable. Notwithstanding any termination, this Agreement shall remain in full force and effect with respect to all transactions initiated prior to such termination.

15. Limitation of Liability; Disclaimer of Warranties.

15.1 Customer acknowledges that Bank's fees and charges for the Services are very small in relation to the amounts of transfers initiated through the Services and, as a result, Bank's willingness to provide the Services is based on the limitations and allocations of liability contained in this Agreement. Unless expressly prohibited or otherwise restricted by applicable law, the liability of Bank in connection with the Services will be limited to actual damages sustained by Customer and only to the extent such damages are a direct result of Bank's gross negligence, willful misconduct, or bad faith. In no event shall Bank be liable for any consequential, special, incidental, indirect, punitive or similar loss or damage that Customer may suffer or incur in connection with the Services, including, without limitation, attorneys' fees, lost earnings or profits and loss or damage from subsequent wrongful dishonor resulting from Bank's acts, regardless of whether the likelihood of such loss or damage was known by Bank and regardless of the basis, theory or nature of the action on which a claim is asserted. Unless expressly prohibited by or otherwise restricted by applicable law, and without limiting the foregoing, Bank's aggregate liability to Customer for all losses, damages, and expenses incurred in connection with any single claim shall not exceed an amount equal to the monthly billing paid by, charged to or otherwise assessed against Customer for Services over the three (3) month-period immediately preceding the date on which the damage or injury giving rise to such claim is alleged to have occurred or such fewer number of preceding months as this Agreement has been in effect. Notwithstanding any of the foregoing, for transactions which are subject to Article 4A of the UCC, Bank shall be liable for such damages as may be required or provided under Article 4A or the Fedwire Regulations, as applicable, except as otherwise agreed in this Agreement. This Agreement is only between Bank and Customer, and Bank shall have no liability hereunder to any third party.

15.2 Except as otherwise expressly provided in Section 8 of this Agreement, Bank shall not be liable for any loss, damage or injury caused by any act or omission of

any third party; for any charges imposed by any third party; or for any loss, damage or injury caused by any failure of the hardware or software utilized by a third party to provide Services to Customer.

15.3 Bank shall not be liable or responsible for damages incurred as a result of data supplied by Customer that is inaccurate, incomplete, not current, or lost in transmission. It is understood that Bank assumes no liability or responsibility for the inaccuracy, incompleteness or incorrectness of data as a result of such data having been supplied to Customer through data transmission.

15.4 Bank is not liable for failing to act sooner than required by any Appendix or applicable law. Bank also has no liability for failing to take action if Bank had discretion not to act.

15.5 Bank shall not be responsible for Customer's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or due authorization of any entry, funds transfer order, or other instruction received from Customer) or the acts or omissions of any other person, including, without limitation, any Automated Clearing House processor, any Federal Reserve Bank, any financial institution or bank, any transmission or communication facility, any receiver or receiving depository financial institution, including, without limitation, the return of an entry or rejection of a funds transfer order by such receiver or receiving depository financial institutions, and no such person shall be deemed Bank's agent. Bank shall be excused from failing to transmit or delay in transmitting an entry or funds transfer order if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In no event shall Bank be liable for any damages resulting from Bank's action or inaction which is consistent with regulations issued by the Board of Governors of the Federal Reserve System, operating circulars issued by a Federal Reserve Bank or general banking customs and usage. To the extent required by applicable laws, Bank will compensate Customer for loss of interest on funds as a direct result of Bank's failure to comply with such laws in executing electronic transfers of funds, if such failure was within Bank's control. Bank shall not be liable for Customer's attorney's fees in connection with any such claim.

15.6 EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK, AND THE SERVICE IS PROVIDED "AS IS," AND BANK AND ITS SERVICE PROVIDERS AND AGENTS DO NOT MAKE, AND EXPRESSLY DISCLAIM ANY, WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF INTELLECTUAL

PROPERTY RIGHTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, WITHOUT BREACHES OF SECURITY OR WITHOUT DELAYS. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE LIABILITY OF BANK AND ITS SERVICE PROVIDERS AND AGENTS IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW.

15.7 The provisions of this Section 15 shall survive termination of this Agreement.

16. Indemnification.

16.1 Except as otherwise expressly prohibited or limited by law, Customer shall indemnify and hold Bank harmless from any and all liabilities, losses, damages, costs, and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel in connection with any investigative, administrative or judicial proceedings, whether or not Bank shall be designated a party thereto) which may be incurred by Bank due to any claim or action by any person, entity or other third-party against Bank to the extent such claim or action relates to or arises out of:

(i) any claim of any person that (a) Bank is responsible for any act or omission of Customer or (b) a Customer payment order contravenes or compromises the rights, title or interest of any third party, or contravenes any law, rule, regulation, ordinance, court order or other mandate or prohibition with the force or effect of law;

(ii) any failure by Customer to observe and perform properly all of its obligations hereunder or any wrongful act of Customer or any of its Affiliates;

(iii) any breach by Customer of any of its warranties, representations or agreements;

(iv) any action taken by Bank in reasonable reliance upon information provided to Bank by Customer or any Affiliate or subsidiary of Customer; and

(v) any legal action that Bank responds to or initiates, including any interpleader action Bank commences, involving Customer or Customer's Account(s), including without limitation, any state or federal legal process, writ of attachment, execution, garnishment, tax levy or subpoena.

16.2 The provisions of this Section 16 shall survive termination of this Agreement.

17. RESERVED.

18. Force Majeure. Neither party shall bear responsibility for non-performance of this Agreement to the extent that such non-performance is caused by an event beyond that party's control, including, but not necessarily limited to, fire, casualty, breakdown in equipment or failure

of telecommunications or data processing services, lockout, strike, unavoidable accident, act of God, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency that prevents Bank or Customer from operating normally.

19. Documentation. The parties acknowledge and agree that all documents evidencing, relating to or arising from the parties' relationship may be scanned or otherwise imaged and electronically stored and the originals (including manually signed originals) destroyed. The parties agree to treat such imaged documents as original documents and further agree that such reproductions and copies may be used and introduced as evidence at any legal proceedings including, without limitation, trials and arbitrations, relating to or arising under this Agreement.

20. Entire Agreement. Bank and Customer acknowledge and agree that the Contract and any amendments hereto, all other documents incorporated by reference therein, constitute the complete and exclusive statement of the agreement between them with respect to the Services, and supersede any prior oral or written understandings, representations, and agreements between the parties relating to the Services.

21. Amendments. Except for the Service Fees (as further defined in Section 4.2 of this Agreement) and scope of included Services applicable to the Term of the Contract. Bank may, at any time, amend this Agreement, the Services or Appendices in its sole discretion and from time to time. Except as expressly provided otherwise in this Agreement, any such changes generally will be effective as provided in the notice to Customer as described below. Customer will be deemed to accept any such changes if Customer accesses or uses any of the Services after the date on which the change becomes effective. Customer will remain obligated under this Agreement and any Appendices, including without limitation, being obligated to pay all amounts owing thereunder, even if Bank amends this Agreement or any Appendices. Notwithstanding anything to the contrary in this Agreement, in any Appendix or the Contract, if Bank believes immediate action is necessary for the security of Bank or Customer funds, Bank may immediately initiate changes to any security procedures and provide prompt subsequent notice thereof to Customer. As set forth in Section 14.2, Customer may terminate this Agreement or any Appendix upon its receipt of any notice of change that is not acceptable to Customer.

22. Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable as written, that provision shall be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended by the original provision, and the remaining provisions of this Agreement shall continue intact. In the event that any statute, regulation or government policy to which Bank is subject and that governs or affects the transactions contemplated by this Agreement, would invalidate or modify any portion of this Agreement, then this Agreement or any part thereof shall be

deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Customer as a result of Bank's compliance with such statute, regulation or policy.

23. Assignment and Delegation. Bank may assign any of its rights or delegate any of its responsibilities in whole or in part without notice to or consent from Customer. Customer may not assign, delegate or otherwise transfer its rights or responsibilities under this Agreement without Bank's prior written consent, which consent Bank may grant or withhold in its sole discretion.

24. Successors. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

25. Non-Waiver. No deviation from any of the terms and conditions set forth or incorporated in this Agreement shall constitute a waiver of any right or duty of either party, and the failure of either party to exercise any of its rights hereunder on any occasion shall not be deemed to be a waiver of such rights on any future occasion.

26. Governing Law. Any claim, controversy or dispute arising under or related to this Agreement shall be governed by and interpreted in accordance with federal law and, to the extent not preempted or inconsistent therewith, by the laws of the State of New Jersey.

27. Notices.

27.1 Except as otherwise expressly provided in this Agreement, all notices that are required or permitted to be given by Customer (including all documents incorporated herein by reference) shall be sent by first class mail, postage prepaid, and addressed to Bank at the address provided to Customer in writing for that purpose. All such notices shall be effective upon receipt.

27.2 Customer authorizes Bank to, and Customer agrees that Bank may, send any notice or communication that Bank is required or permitted to give to Customer under this Agreement, including but not limited to notice of any change to the Services, this Agreement or any Appendix, to Customer's business mailing address or Customer's business e-mail address as it appears on Bank's records, or electronically by posting the notice on Bank's website, on an Account statement or via facsimile, and that any such notice or communication will be effective and deemed delivered when provided to Customer in such a manner. Customer agrees to notify Bank promptly about any change in Customer's business mailing or Customer's business e-mail address and acknowledges and agrees that no such change will be effective until Bank has had a reasonable opportunity to act upon such notice. Customer agrees that Bank may consider any such notice or communication as being given to all Account owners when such notice or communication is given to any one Account owner.

28. Jury Trial Waiver. BANK AND CUSTOMER EACH AGREE THAT NEITHER BANK NOR CUSTOMER SHALL (I) SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER ACTION BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY ACCOUNT OR THE DEALINGS OF THE RELATIONSHIP BETWEEN BANK AND CUSTOMER, OR (II) SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANOTHER IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER BANK NOR CUSTOMER HAS AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. BANK AND CUSTOMER EACH ACKNOWLEDGE THAT THIS WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE. The provisions of this Section 28 shall survive termination of this Agreement.

29. Beneficiaries. This Agreement is for the benefit only of the undersigned parties hereto and is not intended to and shall not be construed as granting any rights to or otherwise benefiting any other person.

30. Recording of Communications. Customer and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement and related to the Services may be recorded and retained by either party by use of any reasonable means, except as otherwise expressly prohibited or limited by applicable law.

31. Facsimile Signature. The parties acknowledge and agree that this Agreement and any Appendix or Amended Appendices may be executed and delivered by facsimile, and that a facsimile signature shall be treated as and have the same force and effect as an original signature. Notwithstanding the foregoing, Bank may, in its sole and exclusive discretion, also require Customer to deliver this Agreement and any Appendix or Amended Appendices with an original signature for its records.

32. Relationship. Customer and Bank are not, and Customer and Bank's licensors are not, partners, joint venturers or agents of each other as a result of this Agreement.

33. Third-Party Service Provider Activities.

33.1 Customer As a Third-Party Service Provider. Subject to Bank's prior approval and in its sole and exclusive discretion, Customer may be permitted to use one or more of the Services provided hereunder on behalf of and in conjunction with Accounts that belong to Customer's clients, who may or may not otherwise be customers of Bank, as well as on Customer's own behalf (hereinafter, when acting in such capacity, referred to as "Customer As Service Provider"). Customer shall execute any such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or continuation by

Customer of any Services in such capacity. Customer agrees that Bank retains the right to reject any request by Customer to engage in Customer As Service Provider activities as well as any transactions initiated by Customer in such capacity, in Bank's sole discretion. In the event Bank approves Customer's use of the Services in the capacity of Customer As Service Provider, then the following shall also apply:

(a) Customer represents and warrants to Bank that each Customer client has given Customer authority to access and conduct transactions with respect to its Accounts through use of any of the Services to the same extent as if Customer owned them, including in the capacity of a "third party service provider;"

(b) each reference to "Customer" in the Agreement will be deemed to be a collective reference to Customer and each Customer client whose Accounts are included in Bank's implementation of Customer's set-up for the Services;

(c) all of the provisions set forth in the Agreement will apply to Customer client's Account(s) as if Customer owned them;

(d) each person who is authorized to act on Customer's behalf with respect to a Service is also authorized to act on Customer's behalf to the same extent with respect to the Accounts of each Customer client whose Accounts are included in Bank's implementation of Customer's set-up for that Service; and

(e) Customer shall be liable for all monetary, confidentiality and other obligations to Bank under this Agreement as they relate to Customer's use of the Services for itself as well as each such Customer client. Bank may require written confirmation from each Customer client that it has authorized Customer to include its Accounts in Bank's implementation of Customer's set-up for the Services, and Customer agrees to notify Bank immediately if that authority is revoked or changed.

Agreement as they relate to Customer's use of the Services for itself as well as each such Customer client. Bank may require written confirmation from each Customer client that it has authorized Customer to include its Accounts in Bank's implementation of Customer's set-up for the Services, and Customer agrees to notify Bank immediately if that authority is revoked or changed.

33.2 Customer Engaging a Third-Party Service Provider. Subject to Bank's prior approval and in its sole and exclusive discretion, Customer may appoint a third-party service provider to act as Customer's agent to use one or more of the Services (hereinafter such third-party to be referred to as "Customer's Third-Party Service Provider"). In such event, all transactions received by Bank from Customer's Third-Party Service Provider are hereby authorized by Customer. All acts and omissions of Customer's Third-Party Service Provider shall be the acts, omissions and responsibility of Customer and shall be governed by the provisions of this Agreement. Customer agrees, jointly and severally with Customer's Third-Party Service Provider, to indemnify and hold Bank harmless from any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel in connection with any investigative, administrative or judicial proceedings, whether or not Bank shall be designated a party thereto) which may be incurred by Bank relating to or arising out of the acts or omissions of Customer's Third-Party Service Provider on behalf of Customer. Customer and Customer's Third-Party Service Provider shall execute any such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or any continuation by Customer's Third-Party Service Provider of any Services on Customer's behalf. Notice of any termination of Customer's Third-Party Service Provider's authority to use one or more of the Services on Customer's behalf shall be given to Bank in writing. The effective date of such termination shall be ten (10) Business Days after Bank receives written notice of such termination. Customer agrees that Bank retains the right to reject any transactions initiated by Customer's Third-Party Service Provider in its sole discretion.

34. Section Headings. The section headings used in this Agreement are only meant to organize this Agreement, and do not in any way limit or define Customer's or Bank's rights or obligations.

35. Confidentiality. In further consideration of the terms of this Agreement, Customer expressly covenants and agrees that, effective as of its execution of this Agreement, Customer will not disclose, nor authorize its agents or attorneys to disclose, directly or indirectly, orally or in writing, spontaneously or in response to inquiries from any entity or person, the terms of this Agreement, and any other document or agreement to which reference is made herein, except pursuant to any order, summons or other legal process issued by any state or federal court, or any state, federal, municipal or other governmental agency, or as reasonably necessary to tax advisors, attorneys, accountants, and other professionals, or as necessary to fulfill any contractual undertakings hereunder. Customer expressly recognizes that any unauthorized disclosure of information specified herein, or any threatened disclosure, would cause irreparable injury

to Bank which may not be adequately compensated by damages. Accordingly, in the event of a breach or threatened breach of the provisions of Section 35 of this Agreement by Customer, Bank shall be entitled to an injunction restraining and prohibiting Customer from doing so or continuing to do so. Nothing herein shall be construed as prohibiting Bank from pursuing any other remedies available for such breach or threatened breach, including the recovery of damages. The restrictions set forth in this Section 35 shall not apply to information which (i) was, is or becomes public knowledge

not in violation of this Section 35; (ii) is acquired by Customers from a third party lawfully possessing such information; or (iii) is disclosed in testimony, pleadings or papers filed by Bank in any judicial proceeding. Customer understands and agrees that this Section 35 is a material provision of this Agreement, that Bank would not have entered into this Agreement without such confidentiality obligations, and that any breach of this Section 35 shall be a material breach of this Agreement.

IN WITNESS WHEREOF, Customer and Bank have duly caused this Agreement, including all applicable Appendices, to be executed by an Authorized Representative.

Date: Sample

CITY OF COCONUT CREEK

(Customer)

TD BANK, N.A

Sample

Sample

(Address)

By: _____

(Signature of Authorized Representative)

By: _____

(Signature of Authorized Representative)

Print Name: Sample

Print Name: _____

Title: Sample

Title: _____

Governmental



EXHIBIT TO CASH MANAGEMENT MASTER AGREEMENT:

GOVERNMENTAL ENTITY SERVICES

This Exhibit is incorporated by reference into the parties' Cash Management Master Agreement (the "Agreement") and applies to all Cash Management Services made available by Bank to Customer, as a governmental entity or unit. All capitalized terms used herein without definition shall have the meanings given to them in the Agreement. Bank and Customer agree that, notwithstanding anything to the contrary contained in the Agreement, the following terms and provisions shall apply to the Agreement:

TERMS AND CONDITIONS

1. Section 26, "Governing Law," of the Agreement is hereby deleted in its entirety and replaced with the following:

26. Governing Law. Any claim, controversy or dispute arising under or related to this Agreement shall be governed by and interpreted in accordance with the laws of the jurisdiction pursuant to which Customer was incorporated or otherwise organized, except where applicable federal law is controlling. In the event of a conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement shall be deemed modified to the extent necessary to comply with such law or regulation.

2. The following new Section 35 is hereby added immediately after Section 34:

35. Additional Representations and Warranties. For purposes of this Section, "Governmental Unit" means: (A) any town, city, county or similar local governmental unit, including without limitation any school district or school administrative unit of any nature, water district, sewer district, sanitary district, housing authority, hospital district, municipal electric district or other political subdivision, agency, bureau, department or other instrumentality thereof, or similar quasi-governmental corporation or entity defined by applicable law, and (B) any state government or any agency, department, bureau, office or other instrumentality thereof.

(a) If Customer is a Governmental Unit of the type included in (A) above, Customer and the individual signing below represent, warrant and agree: (i) that this Agreement has been duly executed by the Treasurer, Finance Director, or other officer authorized by law with signatory authority to enter into banking services agreements; (ii) that this Agreement has been duly authorized and approved

by the governing body of Customer in accordance with applicable law, and, at Bank's request, as evidenced by the certification of the Secretary or other legal authority of the governing body and provided with this Agreement; (iii) that only persons authorized to disburse Customer funds from any Account will be enrolled as Authorized Users having access to wire transfer, ACH or Account transfer functions; (iv) that if this Agreement remains in effect for more than one budget year, upon request of Bank, Customer will ratify and provide evidence of the renewal of this Agreement in subsequent years; and (v) that this Agreement is the valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.

(b) If Customer is a Governmental Unit of the type included in (B) above, Customer and the individual signing below represent, warrant and agree: (i) that this Agreement has been duly executed by a financial or other officer authorized by law with signatory authority to enter into banking services agreements on behalf of Customer; (ii) that this Agreement has been duly authorized by a senior or similar officer of Customer; (iii) that Customer has complied with all state laws and regulations, including any regulations or policies adopted by Customer with respect to electronic commerce in entering into and performing this Agreement and any related ACH or wire transfer service agreement; (iv) that only persons authorized to disburse Customer funds from any Account will be enrolled as Authorized Users having access to wire transfer, ACH or Account transfer functions; and (v) that this Agreement is the valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.

(c) For a Customer of the type included in either (A) or (B) above, Customer and the individual signing below further represent, warrant and agree: (i) that upon Bank's request, Customer shall provide evidence of those persons authorized to disburse Customer funds as described in (a)(iii) and (b)(iv)

above; (ii) that upon Bank's request, Customer will certify its compliance with (a) or (b), as applicable, on an annual or other periodic basis; and (iii) that Customer will provide notice to Bank if any person authorized to disburse Customer funds as described in (a)(iii) and (b)(iv) is no longer so authorized or his/her position of such authority is terminated for any reason.

3. Effectiveness. Customer agrees to all the terms and conditions of this Exhibit. The liability of Bank under this Exhibit shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Exhibit shall remain in full force and effect until such time as a different or amended Exhibit is accepted in writing by Bank or the Cash Management Master Agreement is terminated.

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APPENDIX I

TD eTREASURY SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and governs Customer's use of the Bank Internet System (the "Services" or "eTreasury"). All capitalized terms used herein without definition shall have the meanings given to them in the parties' Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Definitions.

"*Account(s)*" means, with respect to eTreasury, a checking, regular statement savings, money market deposit, certificate of deposit, investment or commercial loan or line of credit account(s) Customer maintains with Bank for business or non-consumer purposes that is designated by Customer for use with the Services, as described below.

"*Account Agreement*" means, in addition to the meaning contained in the parties' Cash Management Master Agreement, any and all agreements between Customer and Bank which govern Customer Accounts (as defined above) and which were provided to Customer when Customer opened its Account(s), or any other documents governing Customer's Account(s), each as may be amended from time to time.

"*Administrator*" or "*Account Administrator*" means Customer's employee(s) or other person(s) that Customer (or any Administrator designated by Customer) designates on the Services' Setup Form(s) (or by on-line changes to such designations as described below) as being its Authorized Representative, or as authorized to act on Customer's behalf, with respect to the Services.

"*Authorized User*" means any person Customer's Administrator designates as being authorized to access or use any of the Services on Customer's behalf.

"*Login ID*" means the electronic identification, in letters and numerals, assigned to Customer by Bank or to any additional Authorized Users designated by Customer's Account Administrator.

"*Mobile Application*" or "*Mobile App*" means the downloadable software application on a Mobile Device that Customer may use to perform certain electronic banking tasks in lieu of Customer's Computer.

"*Mobile Device*" means an eligible mobile communications device, which may include a mobile phone or a tablet.

"*Payment*" means a transfer of funds to or from Customer's Account(s).

2. Services.

2.1 This Appendix describes the terms and conditions under which Bank will provide Customer with access to and use of any of the electronic information delivery and transaction initiation services that Bank makes available using the Bank Internet System.

2.2 By accessing the Services via Customer's Computer with the Access Devices (as defined in the Cash Management Master Agreement), Customer may perform any or all of the Services described in this Appendix and selected for use in the Services' Setup Form(s) and that Bank has approved for Customer's use. Some of the Services described in this Appendix may also be available via Customer's Mobile Device using the Mobile App. Bank reserves the right to reject Customer's Services' Setup Form(s), schedules and other required documents and to refuse Customer access to or use of the Services for any reason and in Bank's sole discretion. Bank may, in its sole and exclusive discretion, introduce new features of the Services from time to time but is not required to notify Customer of the availability of any such new features.

2.3 By subscribing to the Services, Customer will have access to the Services' basic features, which include but may not be limited to, in Bank's sole and exclusive discretion, the following:

2.3.1 Previous-Day Balance Reporting. Previous-Day Balance Reporting allows Customer to review the balances and transaction history in Customer's checking, savings, money market deposit and loan Account(s) for such period of time as described in the Services' Setup Form(s). Customer may also view images of deposit tickets, deposit items, paid checks and return deposited items. This information may be viewed upon implementation of the Services. The scope of the time periods for which transactional history and check images

may be viewed (including pre-implementation periods) may vary and depend upon various factors, such as when Account(s) were opened and when the Services were first implemented and set-up.

2.3.2 Real-Time Balance Reporting. Real-Time Balance Reporting allows Customer to review current Account balance(s) and transaction activity in real-time.

2.3.3 Book Transfers. Book Transfers allows Customer to make intra-Bank fund transfers between Customer's checking, savings and loan Accounts.

2.3.3.1 General. Book Transfers may be made as one-time or recurring, same-day or in the future. Book Transfers may also be initiated from (i) one-Account-to-one-Account, (ii) one-Account-to-many-Accounts, or (iii) many-Accounts-to-one-Account. Recurring Book Transfers may utilize one of several repeating frequency options (weekly, monthly, etc.), as set forth in the Services. Book Transfer templates may be created and saved for frequently executed transfers. Pending Book Transfers and templates may be edited or deleted (cancelled) through the Services by Authorized Users at any time prior to the Business Day on which the associated transfer is scheduled to occur. Book Transfer amounts and the order in which such transfers occur are limited to the available balance in the Account(s) on the effective date of the transfer. For same-day transactions, Customer will need to have a sufficient available balance in the Account from which funds are to be transferred to cover the amount of the Book Transfer. For future or recurring Book Transfers, Customer will need to have sufficient available funds on the day the transaction is to occur. The number of Book Transfers from interest bearing checking and savings Accounts are subject to the terms of the Account Agreement and federal regulations. Book Transfers that Customer transmits by Bank's cut-off time as set forth on the Services' designated website or the Services' Setup Form(s) on a Business Day will be posted to the Account as of that Business Day; however, a request (whether a same-day funds transfer or a future-dated transfer) may not result in an immediate transfer of funds or immediate availability because of the time required to process the transaction. Customer is solely responsible for the review of the previous day's transaction report and the status of the Book Transfer request within the Services to ensure that the transaction was processed. Only Book Transfers initiated through the Services will be displayed on the Services' "Transfer" reports tab. All transfers are subject to the Account Agreement.

2.3.3.2 Future-Dated Book Transfer. In conjunction with Book Transfers, a request to transfer funds between Customer's Accounts may be initiated and approved for a future date. The future transfer date may be scheduled for such date in advance as may be permitted from time to time by Bank and as set forth within the Bank Internet System. Future-dated transfers may be scheduled as a one-time request or a recurring request in a pre-determined amount, based on the instructions entered by Customer with the request. Future-dated Book Transfers

will be initiated on the Business Day requested by Customer, not on the date Customer entered the transaction using the Services.

2.3.4 Stop Payment. Stop payments of checks drawn on Customer's Account(s) are subject to the terms and conditions of the Account Agreement. Notwithstanding anything in the Account Agreement to the contrary, Customer may use the Services to initiate stop payment orders for an individual check or a range of checks. Bank shall have no responsibility for losses resulting from any delay in Bank's receipt of stop payment orders transmitted by means of the Bank Internet System or for Customer not taking additional actions when a response message from the Bank Internet System indicates a response other than a successful confirmation. Customer must provide Bank with the **EXACT CHECK NUMBER OR RANGE OF CHECK NUMBERS**. When known, Customer should also provide the **EXACT AMOUNT OF THE CHECK**. If the check number is incorrect in any way or the amount of the check is inaccurate by one cent or more in the stop payment order, payment will not be stopped and Bank will not be responsible for resulting losses. All other information must be reasonably accurate. Requests are generally effective when successfully entered and submitted by Customer via the Services. Notwithstanding the foregoing, Customer understands that if the stop payment request comes too late for Bank to have a reasonable time to act on it prior to paying, settling for, posting or becoming accountable for the check described in the request, then Customer's stop payment request shall be of no effect. Stop payments requested using the Bank Internet System are effective for three hundred sixty-five (365) Calendar Days unless renewed before the end of the 365-day period. Customer is solely responsible for confirming the status of a stop payment order. Except as otherwise provided by Compliance Laws or the terms of the Cash Management Master Agreement, Customer shall not have the right to stop payment on or recall any electronic fund transfers or similar payment order or transfer request given hereunder after it has been transmitted to Bank. Only stop payment orders initiated or recalled through the Bank Internet System will be displayed on the Bank Internet System's Stop Payments screen. Stop payment orders that are not initiated through the Bank Internet System may also be cancelled through the Bank Internet System.

2.3.5 E-Learning. E-Learning is a self-paced, interactive educational tool available via the Services that Customer may use to learn more about the various features or modules related to the Services, as well as how to use them.

2.3.6 Customizable Dashboard. Using this feature, Customer can configure and save Account balance views, as well as command one-click access to detailed information, balance and payment reports, and high-use transaction initiation features. It is Customer's responsibility to view the "Dashboard" for Bank notices when designating another section of the Bank Internet System as the desired landing page.

2.4 In addition to the Services as described in this Appendix and/or in the Services' Setup Form(s),

additional features, modules or other Cash Management Services related to eTreasury may be offered from time to time by Bank, in its sole and exclusive discretion, including but not limited to the following:

2.4.1 Wire Transfers. Wire transfers are subject to the terms and conditions of the TD Wire Transfer Services Appendix. Once approved by Bank for use by Customer, this Service allows Customer to transfer funds electronically using the Fedwire or similar funds transfer system, typically from Customer's Account(s) to other account(s) with Bank or to account(s) at other banks. Domestic or foreign wire transfers entered through the Services will be processed as set forth in the TD Wire Transfer Services Appendix.

2.4.2 ACH Originations. ACH originations are subject to the terms and conditions of the TD Automated Clearing House (ACH) Origination Appendix, the TD Third-Party Sender Services Appendix or the TD ACH Third Party Service Provider Agreement, as applicable. Once approved by Bank for use by Customer, this Service allows Customer to initiate and approve ACH transactions that Customer desires Bank to enter into the ACH network on Customer's behalf. ACH transactions entered through the Services will be processed and settled) as set forth in the TD Automated Clearing House (ACH) Origination Appendix, the TD Third-Party Sender Services Appendix or the TD ACH Third Party Service Provider Agreement, as applicable.

2.4.3 File Transfers. File transfers is a method for Customer and Bank to send and receive reports and files (including, but not limited to, ACH, Reconciliation, Lockbox, and BAI files) to each other through the Internet and are subject to the terms and conditions of applicable Appendices. Such reports and files may also be auto-generated and auto-delivered.

2.5 Mobile App.

2.5.1 The Mobile App may not be available on all types of Mobile Devices. Customer also acknowledges that the Services may not be available on Customer's Mobile Device or may have limited utility over some mobile networks, such as when roaming.

2.5.2 *Customer understands that standard data and text messaging rates charged by the telecommunications carrier providing service for Customer's Mobile Device will apply when Customer uses its Mobile Device to enroll in and use the Services.*

3. Hours of Access. Customer generally may access the Services 24 hours a day, seven (7) days a week. Customer may not be able to access some or all of the Services from time to time, however, during any special or other scheduled maintenance periods, or during emergencies, interruptions or delays due to causes beyond Bank's control.

4. Account Designation.

4.1 Customer may designate any of Customer's Accounts maintained with Bank for business or non-consumer purposes for use with the Services. Generally, the taxpayer identification number for each Account must be the same, and each Account is subject to the other conditions set forth in this Appendix, except as Bank, in its sole discretion, may otherwise permit. Bank reserves the right to deny any Account designation for use with the Services in its sole discretion.

4.2 Customer may at any time add or delete any Account that Customer has designated for use with any of the Services, or change the Services associated with any Account, by notifying Bank in writing.

5. Administrator(s) and Authorized Users.

5.1 Customer shall designate Administrator(s) with Bank as set forth in the Services' Setup Form(s). Customer is solely responsible for designating its Administrator(s).

5.2 The Administrator(s) may designate other Administrators and/or Authorized Users. Customer accepts as its sole responsibility the Administrator's designation of other Administrators and Authorized Users. Customer understands that the Administrator(s) will control, and Customer authorizes the Administrator(s) to control, access by other Administrators and Authorized Users of the Services through the issuance of Access Devices. The Administrator(s) may add, change or terminate Customer's Authorized User(s) from time to time and in his/her sole discretion. Bank does not control access by any of Customer's Authorized Users to any of the Services. If Customer designates more than one (1) Administrator, Bank recommends that Customer manage its use of the Services and its Administrators by requiring dual control to set up new Authorized Users. Bank also recommends that Customer review and assign limits for Authorized Users that create and/or approve wire transfers and ACH transactions, as established on the Services' Setup Form(s). In the event that Bank, in its sole and exclusive discretion, assists Customer in any way with the establishment, addition or general set-up of Authorized Users, Customer understands and agrees that the Administrator(s) shall remain responsible for verifying the accuracy thereof and shall otherwise control access by any of Customer's Authorized Users to any of the Services.

5.3 Customer will require each Administrator and each Authorized User to comply with all provisions of this Appendix and all other applicable agreements. Customer acknowledges and agrees that it is fully responsible for the failure of any Administrator or any Authorized User to so comply. Customer is responsible for any Payment, transfer and other use of the Services and charges incurred by any Administrator and any Authorized User, even if such Administrator or Authorized User exceeds his/her authorization. Bank recommends that Customer require its Administrator(s) to review all entitlement reports available through the Services with respect to Customer's Authorized User(s).

5.4 Customer acknowledges and agrees that an Authorized User is not permitted to authorize other persons/entities to use its Access Devices. Notwithstanding the foregoing, if an Authorized User does authorize other persons/entities to use the Authorized User's Access Devices in any manner, such authorization will be considered by Bank as unlimited in amount and manner, and Customer is responsible for any transactions made by such persons/entities, until Customer's Administrator has deactivated the subject Authorized User's Access Devices. Bank will not be liable for and will not reimburse Customer for any losses that may occur as a result of this authorized use of an Authorized User's Access Devices.

5.5 Whenever any Authorized User leaves Customer's employ or Customer otherwise revokes the authority of any Authorized User to access or use the Services, the Administrator(s) are solely responsible for deactivating such Authorized User's Access Devices. Customer shall notify Bank in writing whenever a sole Customer Administrator leaves Customer's employ or Customer otherwise revokes a sole Administrator's authority to access or use the Services.

6. Access Devices; Security Procedures.

6.1 Upon successful enrollment, Customer can access the Services from Bank's designated website by using Customer's Computer, Mobile Device or, as may be permitted by Bank from time to time in its sole discretion and in accordance with Bank's terms and conditions for such access, using other mobile or other Internet-enabled system(s) or device(s), along with the Services' security procedures as described from time to time. A company ID assigned to Customer by Bank, a unique Login ID and an individual password will be used for log-in by Customer's Administrator(s) and Authorized User(s). The Administrator(s) and Authorized User(s) must change his or her individual password from time to time for security purposes.).

6.2 Customer acknowledges that the Administrator(s) will, and Customer authorizes the Administrator(s) to, select other Administrators and Authorized Users by issuing to any person a unique Login ID and password (subject to the additional security procedures described below). Customer further acknowledges that the Administrator(s) may, and Customer authorizes the Administrator(s) to, change or de-activate the unique Login ID and/or password from time to time and in his or her sole discretion (subject to the additional security procedures described below).

6.3 Customer acknowledges that, in addition to the above individual passwords, access to the Services includes, as part of the Access Devices, additional security procedures, including as described below:

6.3.1 **Tokens.** An additional security procedure incorporates use of a physical security device or token ("Token") for, by way of example only, initial log-in and/or certain transactional or administrative

functionality. A Token may be issued to any Authorized User(s), for example, for use in initiating and/or approving ACH transactions and wire transfers, to log in to the Services, as well as with certain administrative functionality, and/or for the creation of ACH and wire templates. Physical security of each Token is Customer's sole responsibility. With the Token, each Authorized User will receive a PIN number that the Authorized User must keep in a secure place. When an Authorized User (or Administrator) leaves Customer's employ, his or her Login ID must be deleted by Customer (or by Bank upon Customer's request) and, if a Token had been issued to such Authorized User (or Administrator), Bank must be promptly notified so that Bank may deactivate such Authorized User's (or Administrator's) Token. Any additional Authorized User requiring a Token must be authorized, in writing by Customer to Bank, for Token creation or re-creation and deployment. If applicable, fees may be assessed for additional Tokens.

6.3.2 **Payment Status Alerts.** A further security procedure requires Customer to enroll in alerts for changes to payment status ("Payment Status Alerts") within the Bank Internet System. Customer must designate the Authorized User or Administrator that will receive the email alert each time a wire transfer or ACH transaction has a status of "Pending Approval" in the Bank Internet System. Bank strongly recommends that the Authorized User or Administrator to receive such Payment Status Alert is a different Authorized User or Administrator than who will approve the wire or ACH transaction.

6.3.2.1 Payment Status Alerts are not encrypted and will never include Customer's Access Devices or full Account number(s). However, Payment Status Alerts may include Customer's name and some information about Customer's Account(s). Anyone with access to Customer's email address on file with the Bank will be able to view the contents of such Payment Status Alerts. Customer agrees to test the successful receipt of the Payment Status Alerts to make sure they are not routed to the Customer's spam or other blocked mail folder. Bank is not responsible for how Customer's email system may deliver or categorize the Payment Status Alerts.

6.3.2.2 Customer acknowledges and agrees that Customer will not include full Account number(s) or other sensitive Customer or Account information in any customized subject line.

6.3.2.3 Customer understands and agrees that Customer's Payment Status Alerts may be delayed or prevented by a variety of factors. Bank will use commercially reasonable efforts to provide Payment Status Alerts in a timely manner with accurate information. Bank neither guarantees the delivery nor the accuracy of the contents of any Payment Status Alert. Customer also agrees that Bank shall not be liable for any delays, failure to deliver, or misdirected delivery of any Payment Status Alert; for any errors in the content of an alert; or for any actions taken or not taken by Customer or any third party in reliance on a Payment Status Alert. Customer agrees that Bank is not responsible for any costs or fees incurred as a result of

Payment Status Alerts sent to email addresses or phone numbers connected with mobile or similar devices.

6.3.2.4 Certain voluntary alerts are also available to the Customer as described in Section. 9.2

6.3.34 **Dual Control.** Customer further acknowledges and agrees that all wire transfers and ACH transactions initiated through the Services require “dual control” or separation of duties. With this additional security feature, one Authorized User will create, edit, cancel, delete and restore ACH batches or wire transfer orders under his/her unique Login ID, password and Token; a second *different* Authorized User with his/her own unique Login ID, password and Token will be required to approve, release or delete ACH batches or wire transfer orders. Customer acknowledges and agrees that it must notify the Bank to designate the individuals that will serve as the first Authorized User and second Authorized User and notify the Bank to request any subsequent changes to these named individuals.

6.4 Customer accepts as its sole responsibility the selection, use, protection and maintenance of confidentiality of, and access to, the Access Devices. Customer agrees to take reasonable precautions to safeguard the Access Devices and keep them confidential. Customer agrees not to reveal the Access Devices to any unauthorized person. Customer further agrees to notify Treasury Management Services Support immediately at 1-866-475-7262 if Customer believes that the confidentiality of the Access Devices has been compromised in any manner.

6.5 The Access Devices identify and authenticate Customer (including the Administrator and Authorized Users) to Bank when Customer accesses or uses the Services. Customer authorizes Bank to rely on the Access Devices to identify Customer when Customer accesses or uses any of the Services, and as signature authorization for any Payment, transfer or other use of the Services. Customer acknowledges and agrees that Bank is authorized to act on any and all communications or instructions received using the Access Devices, where such communications were provided to Bank in accordance with the security procedures and other terms as set forth in the Cash Management Master Agreement, regardless of whether the communications or instructions are authorized. Bank owns the Access Devices, and Customer may not transfer them to any other person or entity.

6.6 Customer acknowledges and agrees that the Access Devices and other security procedures applicable to Customer’s use of the Services and set forth in this Appendix, as well as such security best practices as described by Bank from time to time and made available on the Bank Internet System, are a commercially reasonable method for the purpose of verifying whether any Payment, transfer or other use of the Services was initiated by Customer. Customer also agrees that any election Customer may make to change or waive any optional security procedures recommended by Bank is at Customer’s risk and that any loss resulting in whole or in part from such change or waiver will be Customer’s responsibility. Customer

further acknowledges and agrees that the Access Devices are not intended, and that it is commercially reasonable that the Access Devices are not intended, to detect any errors relating to or arising out of a Payment, transfer or any other use of the Services.

6.7 If Customer has reason to believe that any Access Devices have been lost, stolen or used (or may be used) or that a Payment or other use of the Services has been or may be made with any Access Devices without Customer’s permission, Customer must contact its Administrator and Bank. In no event will Bank be liable for any unauthorized transaction(s) that occurs with any Access Devices, where such communications or instructions were provided to Bank in accordance with the security procedures and other terms as set forth in the Cash Management Master Agreement.

6.8 Bank may, from time to time, propose additional or enhanced security procedures to Customer. Customer understands and agrees that if it declines to use any such additional or enhanced procedures, it will be liable for any losses that would have been prevented by such procedures. Notwithstanding anything else contained in this Appendix, if Bank believes immediate action is required for the security of Bank or Customer funds, Bank may initiate additional security procedures immediately and provide prompt subsequent notice thereof to Customer.

7. Debiting Customer’s Account(s). Customer authorizes Bank to charge and automatically deduct the amount of any Payment from Customer’s Account(s) (or any other Account that Customer maintains with Bank, if necessary), in accordance with the Cash Management Master Agreement and the Account Agreement.

8. Electronic Statements.

8.1 As an eTreasury user, and subject to Bank’s approval and applicable set-up and enrollment requirements, Customer may elect to stop or resume the mailing of paper statements for eligible Accounts by requesting this feature from Bank.

8.2 Only Accounts accessible via the Services may be enrolled for electronic statement delivery. Eligible Accounts are displayed on the “Statements” page of the Services. If Customer currently receives a consolidated periodic statement that includes multiple Accounts and Customer selects electronic statement delivery, all Accounts shown on the consolidated statement will be automatically enrolled for electronic statement delivery. For joint Accounts, only one Account owner need enroll for electronic statement delivery; provided, that each Account owner must separately enroll if that Account owner wishes to receive and have access to its Account statements electronically.

8.3 Customer’s electronic statement will generally be available within 24 hours after the statement cut-off date. The statement cut-off date for Customer’s electronic statement is the same as Customer’s paper statement. Once made available as described herein, the information contained in Customer’s electronic statement shall be deemed to have been delivered to Customer

personally, whether actually received or not. Customer may view, print and download current statements and such period of statement history as set forth on the Bank Internet System. To view or print an electronic statement, Customer must have an appropriate version of Adobe Acrobat software installed on Customer's Computer or Mobile Device sufficient to support access to a PDF file.

8.4 At Customer's request, Bank will send Customer a paper copy of Customer's electronic statement previously delivered through the Services at any time. Bank's standard fee then in effect and charged for paper delivery of copies of Account statements will apply. A request for a paper copy does not cause a termination of the electronic statement feature. A paper copy can be obtained until the copy is no longer required to be maintained by Bank as a record for the designated Account under applicable law or regulation.

8.5 Customer may revoke consent for the electronic statement feature for Customer's Accounts at any time by contacting Customer's Relationship Manager. Electronic posting of Customer's electronic statement on the Services' site and transmission of related email notices will continue until: (i) termination of the electronic statement feature; (ii) termination of Customer's designated Accounts with Bank; or (iii) termination of this Appendix, the Cash Management Master Agreement or Customer's use of the Services.

8.6 Bank may discontinue the electronic statements feature at any time in Bank's discretion and resume mailing paper statements to Customer. Bank may also add, modify or delete any feature of the electronic statements feature in Bank's discretion. Bank will provide Customer with notice of any change or termination in the electronic statement feature in accordance with the terms of the parties' Cash Management Master Agreement.

9. Voluntary Alerts.

9.1 The Services allow Customer to choose to receive additional optional alert messages regarding Customer's Account(s), including but not limited to messages to alert Customer about high or low Account balance thresholds, debit or credit transactions cleared, and payment status for ACH and wire transactions. Bank may add new alerts from time to time, or cancel existing alerts. If Customer has opted to receive an alert that is being canceled, Bank will notify Customer in accordance with the terms of the parties' Cash Management Master Agreement. Each alert has different options available, and Customer will be asked to select from among these options upon activation of Customer's alerts service.

9.1.1 Electronic alerts will be sent to the email address Customer has provided as Customer's primary email address for the Services or via the Services' secure messaging feature. If Customer's email address changes, Customer is responsible for informing Bank of the

change. Customer can also choose to have alerts sent to a secondary email address. Changes to Customer's primary and secondary email addresses will apply to all of Customer's alerts.

9.1.2 Customer understands and agrees that Customer's alerts may be delayed or prevented by a variety of factors. Bank will use commercially reasonable efforts to provide alerts in a timely manner with accurate information. Bank neither guarantees the delivery nor the accuracy of the contents of any alert. Customer also agrees that Bank shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by Customer or any third party in reliance on an alert. Customer agrees that Bank is not responsible for any costs or fees incurred as a result of alerts sent to email addresses or phone numbers connected with mobile or similar devices.

9.1.3 Alerts are not encrypted and will never include Customer's Access Devices or full Account number(s). However, alerts may include Customer's name and some information about Customer's Accounts, depending upon which alert(s) Customer selects. Anyone with access to Customer's email address will be able to view the contents of these alerts.

9.1.4

10. Use of Financial Management (FM) Software. Use of the Services may be supplemented by use of certain FM software. Compatibility and functionality of the FM software with the Services may vary depending upon the FM software Customer is using, and Bank makes no representations or guarantees regarding use of the Services with Customer's FM software. Customer is responsible for obtaining and maintaining the FM software. Customer's use of the FM software is governed by the software license agreement(s) included with each software application. Customer must agree to the terms and conditions of the software license agreement(s) during the installation of the FM software on Customer's Computer. Customer is responsible for the correct set-up and installation of the FM software, as well as maintenance, updates and upgrades to the FM software and/or Customer's Computer. Bank will provide Customer with reasonable assistance, when requested, to enable Customer's use of the Services with FM software. Bank is not responsible for any problems related to the FM software itself, Customer's Computer or Customer's ability to connect using the FM software as described in this Appendix. Customer should verify all Account data obtained and any transactions that may be executed on Customer's Accounts using FM software, as applicable. Bank's records of transactions, instructions and communications regarding Customer's Accounts and use of the Services supersede any records stored or created on Customer's Computer through the use of FM software. Customer is responsible for any and all obligations to any software vendor arising from Customer's use of that vendor's FM software. Customer acknowledges and agrees that the FM software versions supported by Bank for purposes of use with the Services shall be in accordance with the sunset policy of the FM software provider.

11. Additional Security Terms. In addition to the other terms of this Appendix and of the parties' Cash Management Master Agreement, Customer agrees not to disclose any proprietary information regarding the Services to any third party (except to Customer's Administrator(s) and Authorized User(s)). Customer acknowledges that there can be no guarantee of secure transmissions over the Internet and agrees to comply with any operating and commercially reasonable security procedures Bank may establish from time to time with respect to the Services. Customer will be denied access to the Services if Customer fails to comply with any of these procedures. Customer is responsible for reviewing the transaction reports Bank provides on-line and in Customer's monthly statements to detect unauthorized or suspicious transactions. In addition to any other provision hereof regarding authorization of transactions using the Services or in the parties' Cash Management Master Agreement, all transactions will be deemed to be authorized by Customer and to be correctly executed thirty (30) Calendar Days after Bank first provides Customer with a statement or online transaction report showing that transaction, unless Customer has provided written notice that the transaction was unauthorized or erroneously executed within that period. In order to minimize risk of loss, Customer agrees to cause its Administrator or designated Authorized User(s) to review the transaction audit log available with the Services to detect unauthorized or erroneous transactions not less frequently than once every five (5) Calendar Days.

12. Terminating this Appendix; Liability.

12.1 This Appendix may be terminated in accordance with the terms and conditions of the Cash Management Master Agreement.

12.2 The provisions of this Appendix relating to Customer's and Bank's liability and the disclaimer of warranties set forth in the Cash Management Master Agreement and incorporated herein by reference shall survive the termination of this Appendix.

13. Changes to the Services and this Appendix. Bank may change the Services and this Appendix (including any amendments hereto) in accordance with the terms and conditions of the Cash Management Master Agreement.

14. Notices. Notices required by this Appendix shall be provided in accordance with the terms and conditions of the Cash Management Master Agreement.

15. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.

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APPENDIX II

TD ACH ORIGINATION SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and the parties' Bank Internet System Agreement, as applicable. This Appendix applies to all automated clearing house ("ACH") Services made available to Customer, in Customer's capacity as an Originator, by Bank, as an Originating Depository Financial Institution ("ODFI"). All capitalized terms used herein without definition shall have the meanings given to them in either the Cash Management Master Agreement or the *NACHA Rules* (as defined below), as applicable. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Services. The ACH network is a funds transfer system which provides for the interbank clearing of electronic credit and debit Entries for participating financial institutions. The ACH system is governed by the National Automated Clearing House Association's ("NACHA") *Operating Rules and Operating Guidelines* (collectively the "*NACHA Rules*").

2. Customer Obligations.

2.1 Customer will comply and shall cause its employees, officers, directors, agents and its Authorized Representative(s) and Administrator(s) to comply with (i) the *NACHA Rules* as amended from time to time and (ii) any specifications, advisories, interim policies, or instructions related to ACH transactions issued, from time to time, by Bank, NACHA or any federal or state regulatory authorities. The duties of Customer set forth in this Appendix in no way limit the requirement that Customer comply with the *NACHA Rules*. Customer specifically adopts and makes to Bank all representations and warranties of an Originator under the *NACHA Rules*, including that Customer will not initiate Entries in violation of the laws of the United States. Customer has access to a copy of the *NACHA Rules* and acknowledges receipt of a copy. (The *NACHA Rules* may be obtained at NACHA's website at www.NACHA.org or by contacting NACHA directly at 703-561-1100.) Customer agrees to subscribe to receive revisions to the *NACHA Rules* directly from NACHA.

2.2 Customer will maintain a checking Account ("Settlement Account") at Bank with available balances as of the Effective Entry Date sufficient to offset any Entries submitted and against which any rejected or returned Entries may be credited or debited. Bank reserves the right, in its sole and exclusive discretion and at any time, to require ACH pre-funding of credit Entries requested by Customer, in accordance with the terms and conditions of any agreement between Bank and Customer relating to pre-funding of such Entries, including as otherwise set forth in this Appendix. Bank also reserves the right, in its sole and exclusive discretion and at any time, to delayed settlement of debit Entries requested by

Customer, in accordance with the terms and conditions of any agreement between Bank and Customer relating thereto.

2.3 Customer agrees from time to time, upon Bank's request and in accordance with this Appendix and the parties' Cash Management Master Agreement, to promptly provide Bank with information pertaining to Customer's financial condition as Bank may request, including without limitation, the name(s) of other financial institutions that Customer is using to originate Entries.

2.4 Nothing in this Appendix or any course of dealing between Customer and Bank (i) constitutes a commitment or obligation of Bank to lend money to Customer, (ii) obligates Bank to extend any credit to Customer, to make a loan to Customer or otherwise to advance funds to Customer to pay for any payment order contrary to Bank's published availability schedules and the settlement timing as reflected herein, and in such other documents and materials as may be provided to Customer by Bank with regard to the Services from time to time, (iii) constitutes a modification of this Appendix, the *NACHA Rules*, or the Security Procedures, or (iv) otherwise constitutes an agreement between Bank and Customer regardless of whatever practices and procedures Bank and Customer may use.

2.5 Customer is responsible for all tariffs, duties or taxes (excluding U.S. federal, state and local taxation of the income of Bank) that may be imposed by any government or governmental agency in connection with any payment order executed pursuant to this Appendix, including without limitation any international tariffs, duties or taxes related to international ACH Entries as further described in Section 6 below.

2.6 Customer shall be liable for all fines including without limitation any international fines related to international ACH Entries as further described in Section 6 below, that may be incurred by Bank that are attributable to Customer's failure to comply with (i) the *NACHA Rules*, or (ii) the laws, regulations and orders administered by the U.S., including without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") and the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN").

3. Risk Exposure Limits.

3.1 Bank will establish for Customer, in Bank's sole and exclusive discretion, a transactional "Credit Exposure Limit" and a "Debit Exposure Limit" ("Exposure Limit(s)"). Each Exposure Limit will be established as an aggregate limit over multiple Settlement Dates with other not-yet-settled transactions issued by Customer through any ACH application with Bank. The Exposure Limits are based on Customer's financial condition and anticipated or historical level(s) of Entry instructions with Bank. Bank will notify Customer of Customer's Exposure Limits prior to implementation of the Services.

3.2 Customer shall promptly notify Bank if Customer anticipates a significant increase or decrease in the dollar amount of any of its ACH transactions. Bank may, from time to time, in its sole discretion, change the amount of Customer's Exposure Limits. Bank may, on an annual or more frequent basis, in Bank's sole discretion, review Customer's Exposure Limits and make any adjustments to Customer's Exposure Limits that Bank may deem appropriate.

3.3 Bank monitors all Exposure Limits for every customer that originates ACH transactions. Bank may suspend or reject processing of any Entry instructions if such Entry exceeds Customer's Exposure Limit(s). Bank may, in its sole and exclusive discretion, but shall have no obligation, to elect to process occasional Entry instructions that would exceed Customer's Exposure Limit(s). If Customer's Entry instructions exceed its Exposure Limit(s), Bank may elect to process such instructions subject to there being sufficient available funds in the Settlement Account, or in any other Customer Account(s) authorized by Bank for ACH transaction purposes, for the total amount of all credit Entries submitted to Bank for processing. In such event, Bank may elect to reduce available funds in the Settlement Account, as well as place a hold on available funds in any other Customer Account(s) authorized by Bank for ACH transaction purposes to the extent necessary to cover the total amount of the ACH credit Entries, on the Business Day that Bank begins processing Customer's ACH file. Customer's Settlement Account will be debited on the effective Settlement Date of the file, simultaneously with removal of the hold on funds in the other Customer Account(s). Alternatively, if Customer's Entry instructions exceed Customer's Exposure Limit(s), Bank may elect to process such instructions and release a file against insufficient collected funds, subject to Customer promptly depositing collected funds in the Settlement Account in the form of a cash deposit, wire transfer, intra-bank fund transfer or loan advance to cover Customer's funding obligation.

4. File Transmission Methods; Addenda.

4.1 Customer may elect, in accordance with the Services' Setup Form(s), to transmit a NACHA-formatted file to Bank via the following methods, or via such other

methods as Bank may permit from time to time in its sole and exclusive discretion:

4.1.1 **Bank Internet System Transmission.** Customer may transmit a NACHA-formatted file to Bank via the service described in the Bank Internet System Appendix. Customer agrees to the terms of the Bank Internet System Appendix and its related security procedures when initiating Entries as described therein.

4.1.2 **Direct Electronic Transmission.** Customer may transmit a NACHA-formatted file directly to Bank, as described in or as otherwise permitted by Bank's Appendix for Data Transmission Services. Connectivity between Bank and Customer must be established and successfully tested prior to live transactions.

4.2 **Electronic Data Interchange ("EDI").** EDI consists of the electronic movement of data between Customer and Bank in a structured, computer-retrievable data format that permits information to be transferred between a computer program at Customer's location and a computer program at Bank's location without re-keying. Customer and Bank may transmit between each other an ACH file that contains ACH Addenda which conform to the *NACHA Rules* via EDI, and as described in or as otherwise permitted by Bank's Appendix for Data Transmission Services. Bank will process and forward Addenda information along with financial transactions through the ACH network. Bank will, upon Customer's request, forward Addenda information to Customer within two (2) Business Days of Bank's receipt of such information.

5. Transmittal of Entries by Customer.

5.1 Customer will send file(s) of credit and debit Entries to Bank (i) with computer readable information; (ii) with an ACH file and format consistent with current NACHA file and Bank specifications; and (iii) on the medium as agreed by the parties and in accordance with the security procedures associated with that transmission medium. Customer agrees to initiate Entries described herein in accordance with the requirements of, and in compliance with its responsibilities, representations and warranties as an Originator under, the *NACHA Rules*.

5.2 With respect to any credit and debit Entries initiated and transmitted by Customer that involve consumers, Customer will comply with, each as may be amended from time to time: (i) all authorization, disclosure and other requirements of the *NACHA Rules* and (ii) all applicable federal and state laws and regulations, including, without limitation, any applicable requirements of Regulation E of the Consumer Financial Protection Bureau (or any successor entity who administers Regulation E) (hereinafter "Regulation E") and the Federal Electronic Funds Transfer Act.

5.3 Customer acknowledges the right of a consumer Receiver of an unauthorized debit Entry, as applicable and as described in the *NACHA Rules*, to obtain a refund of the funds debited from Receiver's account by such Receiver sending a written notice to Receiver's Receiving

Depository Financial Institution (“RDFI”) in accordance with the *NACHA Rules* (i.e., a Written Statement of Unauthorized Debit), and where such notification is received in time and in a manner that reasonably allows the RDFI to meet the deadline for transmitting a Return Entry as provided in the *NACHA Rules*. Customer also acknowledges the right of a corporate Receiver of a debit Entry, as applicable and as described in the *NACHA Rules*, to obtain a refund of the funds debited from such Receiver’s account by such Receiver sending a notice to Receiver’s RDFI within two (2) Business Days following the Settlement Date of the original Entry. Customer indemnifies Bank against any such claim for a refund by any Receiver.

5.4 In accordance with this Appendix, Customer may use the Services to initiate and transmit credit and debit Entries with certain Standard Entry Class (“SEC”) Codes. Authorized SEC Codes include PPD, PPD+, CCD, CCD+ and CTX. All other SEC Codes may be used with proper designation on the Services’ Setup Form(s) and in accordance with additional instructions from and requirements by Bank, as applicable. Bank may also suspend or terminate Customer’s use of one or more SEC Codes at any time in Bank’s sole and exclusive discretion.

5.5 Bank may suspend Customer’s use of one or more inactive ACH set-ups after 12 months of inactivity and subsequently terminate Customer’s use of the inactive ACH set-up on one or more channels of delivery, after 16 months of inactivity. Non-use of ACH Origination for 16 months, may result in the termination and removal of the ACH Service.

6. International ACH Transactions (“IAT Entries”).

6.1 An IAT Entry is a debit or credit Entry that is part of a payment transaction involving a Financial Agency located outside of the territorial borders of the United States, which is processed through the domestic ACH network, pursuant to the *NACHA Rules*, including the rules pertaining to International ACH Transactions. IAT Entries also include those that are funded directly by an incoming international wire or similar funding source. The *NACHA Rules* establish SEC Code “IAT” for all International ACH Transactions. Customer agrees to be bound by the *NACHA Rules* and all other statutes and regulations pertaining to IAT Entries, including all applicable OFAC and FinCEN rules and regulations associated with IAT Entries. Customer acknowledges that IAT Entries require additional mandatory information, according to special formatting requirements, in the computer record for such Entries within an ACH batch file. Customer expressly agrees to identify and properly initiate all IAT Entries. Bank will facilitate IAT Entries to Receivers located in foreign countries approved by Bank and facilitated by the ACH or the Gateway Operator (hereinafter in this Section, collectively, “ACH Operator”). Bank will process each IAT Entry in accordance with (a) the laws and payment system rules and requirements of the receiving foreign country (“Foreign Country Rules”), (b) any agreement governing IAT Entries between Bank and the ACH Operator through which Bank processes the IAT Entry, the terms of which Bank communicates to Customer

prior to Customer’s use of the Services or from to time thereafter, and (c) the *NACHA Rules*.

6.2 Customer acknowledges and agrees that IAT Entries may be subject to laws, regulations and restrictions of U.S. and foreign governments relating to foreign exchange transactions. Before initiating an IAT Entry, Customer agrees to understand and accept the Foreign Country Rules. An IAT Entry must be authorized by the Receiver. The form and content of the Receiver’s authorization, including whether such authorization is oral, electronic or written, is governed by Foreign Country Rules. Customer assumes the risk of rejection of its Entries according to Foreign Country Rules, Bank and the ACH Operator. Customer expressly acknowledges and agrees that Outbound IAT Entries, once transmitted, are irrevocable and are subject to the Foreign Country Rules; furthermore, the time frames for return of an Entry are determined by the Foreign Country Rules and may exceed the sixty (60) day return window for consumer Entries defined by the U.S. ACH system and the *NACHA Rules*, as well as the return window for non-consumer Entries. Customer also agrees that IAT Entries may not be dishonored, reversed or settled upon a specific date, and that pre-notifications are not permitted with respect to IAT Entries involving certain foreign countries. To the extent not otherwise prohibited by law, in connection with IAT Entries, (1) Customer assumes the risk of all fluctuations in foreign exchange rates or availability, and (2) Customer assumes the risk of loss for creating any and all erroneous IAT Entries. Customer acknowledges and agrees that the processing, settlement and/or availability of such Entries may be delayed or suspended in the event that Bank determines that enhanced scrutiny or verification of such Entries is necessary under the *NACHA Rules* and/or applicable U.S. law. The ACH Operator through which Bank processes the IAT Entry, in its sole discretion, may also refuse to handle IAT Entries. Customer acknowledges that Bank shall have no liability for such delay or refusal.

6.3 In addition to the provisions of Section 22 of this Appendix, Customer makes the following additional representations and warranties with respect to any IAT Entry submitted by Customer or on Customer’s behalf:

6.3.1 Customer is in compliance with U.S. law, including, but not limited to, Customer’s obligations under programs administered by OFAC and FinCEN; and

6.3.2 The origination of an Outbound IAT Entry is in compliance with the Foreign Country Rules, including any requirements regarding authorization with respect to an IAT Entry.

6.4 Bank will not be liable for (a) any failure or delay by the ACH Operator, any intermediary financial institution, or the financial institution designated to receive the IAT Entry in the receiving country in processing or failing to process any IAT Entry that is transmitted to the receiving country, or (b) the acts or omissions by a third party, including without limitation, the delay or failure of any third party to process, credit or debit any IAT Entry. Bank is also not responsible for the transmission or

settlement of IAT Entries on foreign holidays or other days on which foreign countries may not process Entries.

6.5 With respect to credit IAT Entries that Customer wishes to originate in the currency of a designated foreign government or intergovernmental organization ("Foreign Currency"), Bank will originate the IAT Entries in U.S. dollars ("USD") only. Once the Entry is transmitted by Bank to the ACH Operator, the ACH Operator will convert the amount to be transferred from USD to the Foreign Currency. 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, the ACH Operator will convert the amount to be returned from the Foreign Currency to USD. Bank will not be liable for any difference in the amount of the original Entry after it has been converted from the Foreign Currency to USD. Further, if Customer designates the currency to arrive at the receiving financial institution in Foreign Currency, and the designated Receiver account at the receiving financial institution is a USD account, Customer acknowledges that the receiving financial institution may: (1) elect to convert the currency back to USD and post the transfer to the Receiver's account accordingly, or (2) return the Entry, in which case the amount transferred is converted from Foreign Currency back to USD to post back to Customer's account. Customer assumes all foreign exchange risk associated with any of the foregoing.

7. Security Procedures.

7.1 Customer and Bank shall comply with the security procedures set forth or incorporated by reference in this Appendix, the Cash Management Master Agreement, the Bank Internet System Appendix, Data Transmission Services Appendix and/or associated documents provided by Bank, including without limitation the Services' Setup Form(s) (collectively the "Security Procedures"), with respect to Entries transmitted by Customer to Bank. Customer acknowledges and agrees the Security Procedures are a commercially reasonable method for the purpose of verifying the authenticity of Entries (or any request for cancellation or amendment thereof). Customer further acknowledges that the purpose of the Security Procedures is not to detect an error in the transmission or content of an Entry. No security procedures have been agreed upon between Bank and Customer for the detection of any such error.

7.2 Customer is strictly responsible for establishing, implementing, maintaining and (as appropriate) updating its own security procedures (a) to safeguard against unauthorized transmissions, and (b) relating to the initiation, processing and storage of Entries. As required by the *NACHA Rules* with respect to the protection of ACH information (non-public information, including financial information of Receivers and Customer's customers, used to create, or contained within, an ACH Entry and any related addenda record), Customer shall ensure that its security policies, procedures and systems:

- Protect the confidentiality and integrity of the protected information,

- Protect against anticipated threats or hazards to the security or integrity of protected information until its destruction, and
- Protect against unauthorized use of protected information that could result in substantial harm to the Receiver/customer.
- Abide by all rules pertaining to commercially reasonable data security as prescribed within the *NACHA Rules*

Customer warrants to Bank that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and Customer agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any passwords, codes, security devices and related instructions Bank provides in connection with the Security Procedures. If Customer believes or suspects that any such information or instructions have been known or accessed by an unauthorized person, Customer agrees to notify Bank immediately by calling 1-866-475-7262, followed by written confirmation to TD Bank, N.A., Attn: Treasury Management Services Support, 6000 Atrium Way, Mt. Laurel, New Jersey, 08054. The occurrence of unauthorized access will not affect any transfers Bank makes in good faith prior to, and within a reasonable time period after, its receipt of such notification.

7.3 Bank may, from time to time, propose additional or enhanced security procedures to Customer. Customer understands and agrees that if it declines to use any such enhanced procedures, it will be liable for any losses that would have been prevented by such procedures. Notwithstanding anything else contained in this Appendix, if Bank believes immediate action is required for the security of Bank or Customer funds, Bank may initiate additional security procedures immediately and provide prompt subsequent notice thereof to Customer.

8. Compliance with Security Procedures.

8.1 If an Entry (or a request for cancellation or amendment of an Entry) received by Bank purports to have been transmitted or authorized by Customer, it will be deemed effective as Customer's Entry (or request), and Customer shall be obligated to pay Bank the amount of such Entry (or request) even though the Entry (or request) was not authorized by Customer, provided Bank acted in compliance with the Security Procedures.

8.2 If an Entry (or a request for cancellation or amendment of an Entry) received by Bank was transmitted or authorized by Customer, Customer shall be obligated to pay the amount of the Entry as provided herein, whether or not Bank complied with the Security Procedures and whether or not that Entry was erroneous in any respect or that error would have been detected if Bank had complied with the Security Procedures.

9. Recording and Use of Communications.

Customer and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Appendix may be electronically recorded and retained by either party by use of any reasonable means.

10. Processing, Transmittal and Settlement of Entries by Bank.

10.1 Bank will process, transmit and settle for credit and debit Entries initiated by Customer as provided in the *NACHA Rules* as in effect from time to time, and pursuant to this Appendix. Exclusive of "Same Day ACH Entries," which are described in Section 23 below, Bank will transmit such Entries as an ODFI to the ACH Operator by the deadline of the ACH Operator, provided such Entries are received by Bank prior to 8:00 p.m. Eastern Time ("ET") and the ACH Operator is open for business on such Business Day. Entries received after 8:00 p.m. ET will be deemed received the following Business Day. If the Effective Entry Date falls on a non-Business Day, final settlement will occur on the next Business Day. Customer may submit a NACHA-formatted file up to the time limit in advance of the Effective Entry Date as the Services permit, or as may otherwise be permitted by Bank under the terms of this Appendix. Customer will hold Bank harmless from all charges and liabilities that may be incurred as a result of the delivery of late Entries.

10.2 If the file of Entries is received other than in specified NACHA and Bank format, Customer will be required to provide Bank with a corrected file. If a corrected file of Entries is received later than 8:00 p.m. ET on the delivery date with an intended Effective Entry Date of next-Business Day, Customer will hold Bank harmless from all charges and liabilities that may be incurred as a result of the processing of late Entries.

10.3 For purposes of this Appendix, Entries shall be deemed received by Bank, in the case of electronic file transmission, when the transmission is completed as set forth in Bank's Appendix for Data Transmission Services and/or the Services' Setup Form(s).

10.4 If any of the requirements of this Section 10 (or of Section 23 with respect to Same Day ACH Entries) are not met, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline on which the ACH Operator is open for business. Any stale dated Effective Entry Date, may result in "Same Day ACH Entries".

11. On-Us Entries. Except as otherwise provided herein, in the case of an Entry received for credit or debit to an account maintained by Bank (an "On-Us Entry"), Bank will credit or debit the Receiver's account in the amount of such Entry on the Effective Entry Date, provided the requirements set forth herein are otherwise met. If those requirements are not met, by reason of stale or same-day Effective Entry Dates on such Entries, Bank will credit or debit the Receiver's account in the amount of such Entry on the date the Entry was received by Bank, or if the Entry was received on a non-Business Day, Bank will credit or debit the Receiver's account in the amount of such Entry on the next Banking Day following the date the Entry was received by Bank. Bank will have the right to reject an On-Us Entry as described in Section 12, *Returned or Rejected Entries*. In the case of an On-Us Entry, Bank will have all rights of an

RDFI including, without limitation, the rights set forth in *NACHA Rules*.

12. Returned or Rejected Entries.

12.1 In the event any Entry is returned or rejected by the ACH Operator or any RDFI or Intermediary Depository Financial Institution, it shall be the responsibility of Customer to (i) remake and resubmit such Entry, (ii) with respect to an ACH Debit Entry, enroll in Bank's Auto-Redeposit service or (iii) otherwise resolve the returned Entry in accordance with the *NACHA Rules*.

12.2 Bank shall remake such Entry in any case where rejection by the ACH Operator was due to mishandling of such Entry by Bank and sufficient data is available to Bank to permit it to remake such Entry. In all other instances, Bank's responsibility will be to receive rejected or returned Entries from the ACH Operator, perform necessary processing, control and settlement functions, and to forward such Entries to Customer. Except for an Entry retransmitted by Customer in accordance with the requirements of Section 5, *Transmittal of Entries by Customer*, or the enrollment in Bank's Auto-Redeposit service for ACH Debit Entries, Bank shall have no obligation to retransmit a returned Entry to the ACH Operator if Bank complied with the terms of this Appendix with respect to the original Entry.

12.3 Bank may reject any Entry which does not comply with the requirements of Section 5, *Transmittal of Entries by Customer*, or Section 7, *Security Procedures*. Bank may also reject any Entry which contains a future Settlement Date that exceeds the limits set forth within the Services. Bank may reject an On-Us Entry for any reason for which an Entry may be returned under the *NACHA Rules*. Bank may reject any Entry or file if Customer has failed to comply with its Settlement Account balance obligations under Section 2, *Customer Obligations*, or Customer's Exposure Limit under Section 3, *Risk Exposure Limits*. Notices of rejection shall be effective when given. Bank shall have no liability to Customer by reasons of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein. Bank may monitor Customer's rejected or returned Entries. Bank reserves the right, in its sole and exclusive discretion, to require Customer to establish a reserve Account in the event that an excessive number of Customer's debit Entries are rejected or returned.

12.4 In accordance with *NACHA Rules*, Bank may monitor returned Entries, and in its sole discretion, may: (1) require Customer to lower its return rates, (2) invoke premium penalty fees for unauthorized or excessive return rates, and/or (3) invoke termination or suspension of the Services and/or this Appendix in conjunction with Section 31 of this Appendix.

12.5 In Bank's sole discretion, and upon Customer request, Bank may enroll eligible customers in the ACH Auto-Redeposit service for ACH debit origination. The service automates Customers redeposit of eligible returns due to insufficient funds (R01) and uncollected funds (R09), one or two additional times, within nine (9) calendar days as selected by Customer at the time of enrollment in the service. Customer

will receive notice of each return attempt and be responsible for any associated fees. Customer's account will be setoff for the amount of the returned Debit Entry after the final attempt to Auto-Redeposit the Entry is determined by Bank to be unsuccessful.

13. Cancellation or Amendment by Customer.

Customer shall have no right to cancel or amend any Entry or file after its receipt by Bank. However, if such request complies with the Security Procedures applicable to the cancellation of data, Bank shall use reasonable efforts to act on a request by Customer for cancellation of an Entry prior to transmitting it to the ACH Operator, or in the case of an On-Ups Entry, prior to crediting or debiting a Receiver's account, but Bank shall have no liability if such cancellation is not effected. Customer shall reimburse Bank for any expenses, losses, or damages Bank may incur in effecting or attempting to effect the cancellation or amendment of an Entry.

14. Reversing Entries/Files.

If Customer discovers that any Entry or file Customer has initiated was in error, it may use the Services to correct the Entry or file by initiating a reversal or adjustment, or Customer may notify Bank of such error and Bank will utilize reasonable efforts on behalf of Customer, consistent with the *NACHA Rules*, to correct the Entry or file by initiating a reversal or adjustment of such Entry or file. In all such cases, it shall be the responsibility of Customer to notify the affected Receiver that an Entry or file has been made which is at variance with the authorization or is otherwise erroneous. Customer indemnifies Bank against any claim by any Receiver that a reversing Entry or file requested by Customer is wrongful. Customer understands and acknowledges that certain RDFIs may not or cannot comply with such reversal and that, in such an event, Bank will debit Customer's Settlement Account in the amount of the provisional credit applied to the Settlement Account for such Entry or file.

15. Notice of Returned Entries.

Bank will use reasonable efforts to notify Customer by electronic transmission of the receipt of a returned Entry from the ACH Operator no later than one (1) Business Day after the Business Day of such receipt. Except for an Entry re-transmitted by Customer in accordance with the requirements of Section 5, *Transmittal of Entries by Customer*, or the enrollment in Bank's Auto-Redeposit service for ACH Debit Entries, Bank shall have no obligation to re-transmit a returned Entry to the ACH Operator if Bank complied with the terms of this Appendix with respect to the original Entry.

16. Notifications of Change.

Bank will use reasonable efforts to notify Customer of each Notification of Change ("NOC") or Corrected Notification of Change ("Corrected NOC") received by Bank related to Entries transmitted by Customer within two (2) Business Days after receipt thereof. Customer shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) Business Days of Customer's receipt of the NOC or Corrected NOC information from Bank or prior to initiating another Entry to the Receiver's account, whichever is later.

In the event that Customer has not updated the NOC, the Bank will undertake this correction on the Customer's behalf, before each subsequent Entry is placed into the Network, in order to be compliant with the *NACHA Rules*. Bank will access a fee for updating the NOC as outlined in the fee schedule.

17. Pre-Notification and Rejection of Pre-Notification.

Bank recommends that, as permitted by the *NACHA Rules* or applicable law, Customer send pre-notifications at least three (3) Business Days prior to initiating an authorized Entry to a particular account in a format and medium approved by the *NACHA Rules*. Customer may also initiate a new pre-notification (i) when any changes are made to an account number, financial institution, or individual identification number or (ii) as otherwise stated in the *NACHA Rules*. Customer understands and acknowledges that once a pre-notification has been initiated using the Services, Customer will be restricted from initiating any Entry to such customer(s) for three (3) Business Days.

18. Participant Authorization for Entries.

18.1 To the extent required by the *NACHA Rules* or applicable law, Customer will obtain all consents and written authorizations for all Entries in accordance therewith. Such authorizations and any related disclosures shall be in a form that complies with (i) all requirements of the *NACHA Rules* and (ii) all applicable federal and state laws and regulations, as the same may be amended from time to time, including, without limitation, any applicable requirements of Regulation E, the Federal Electronic Funds Transfer Act, and sanctions enforced by OFAC. Customer shall obtain and maintain current information regarding OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at (800) 540-OFAC or by visiting the OFAC website at www.ustreas.gov/ofac.) Each Entry will be made according to such authorization and shall comply with the *NACHA Rules*. No Entry will be initiated by Customer after such authorization has been revoked or the arrangement between Customer and such Receiver or other party has terminated.

18.2 Customer shall retain all consents and authorizations for the period required by the *NACHA Rules*. Customer will furnish to Receiver, or to Bank upon its request, an original or a copy of an authorization as required under or for any purpose required by the *NACHA Rules*. No investigation or verification procedure undertaken by Bank shall be deemed to limit or waive Customer's obligations under this Section.

19. Re-initiation of Entries. Customer may not re-initiate Entries except as prescribed by the *NACHA Rules*.

20. Payment by Customer for Entries; Payment by Bank for Entries.

20.1 Except as may otherwise be agreed by Bank in its sole and exclusive discretion, Customer shall pay Bank the amount of each credit Entry transmitted by Bank pursuant to this Appendix at such time on the date of

transmittal by Bank of such credit Entry as Bank, in its discretion, may determine.

20.2 Customer shall promptly pay Bank the amount of each debit Entry returned by an RDFI pursuant to this Appendix.

20.3 Bank will pay Customer the amount of each debit Entry transmitted by Bank pursuant to this Appendix at such time on the Settlement Date with respect to such debit Entry as Bank, in its discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Entry Date as Bank, in its discretion, may determine.

20.4 Bank will use reasonable efforts to promptly pay Customer the amount of each credit Entry returned by an RDFI that was transmitted by Bank pursuant to this Appendix.

20.5 Customer acknowledges and agrees that any failure of Customer to make payment to Bank as described in this Section may constitute an event of default under any other agreement for credit that Customer or any of Customer's Affiliates has with Bank or any Affiliate of Bank. Customer further acknowledges and agrees to execute and deliver any further documents and instruments as Bank may require to effectuate the cross-default contemplated hereby.

21. Third-Party Service Provider; Third-Party Sender Activities.

21.1 Subject to Bank's prior approval and in its sole and exclusive discretion, Customer may appoint a third party to act as Customer's agent to process Entries on Customer's behalf and for purposes of the services provided hereunder ("Third-Party Service Provider"), as set forth in the Services' Setup Form(s). All data received by Bank from Third-Party Service Provider, including Entries and instructions (and corrections or adjustments thereto), are hereby authorized by Customer. All acts and omissions of Third-Party Service Provider shall be the acts, omissions and responsibility of Customer and shall be governed by the provisions of this Appendix. Customer agrees, jointly and severally with Third-Party Service Provider, to indemnify and hold Bank harmless from any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel in connection with any investigative, administrative or judicial proceedings, whether or not Bank shall be designated a party thereto) which may be incurred by Bank relating to or arising out of the acts or omissions of Third-Party Service Provider on behalf of Customer. Customer and Third-Party Service Provider shall execute any such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or continuation by Third-Party Service Provider of any services on Customer's behalf, including without limitation Bank's Third-Party Service Provider Agreement, as the same may be modified by Bank from time to time. Notice of any termination of Third-Party Service Provider's authority to transmit data and instructions to Bank on Customer's behalf shall be given to

Bank in writing. The effective date of such termination shall be ten (10) Business Days after Bank receives written notice of such termination. Customer agrees that Bank retains the right to reject any Third-Party Service Provider and any Entries initiated by Customer's Third-Party Service Provider in its sole discretion.

21.2 Customer may not use the services provided hereunder to process Entries on behalf of Customer's clients (defined as a "Third-Party Sender" under the *NACHA Rules*), except where Customer has formally requested to engage in such activity in advance and where Bank has provided its prior approval, which Bank may grant or withhold in its sole and exclusive discretion. In the event Bank approves of such use, Customer shall execute such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or continuation by Customer of any ACH services in the capacity of a Third-Party Sender. Customer agrees that Bank retains the right to reject any request by Customer to engage in Third-Party Sender activities as well as any Entries initiated by Customer in such capacity, in Bank's sole discretion.

22. Customer Representations and Agreements; Indemnity. In addition to Customer representations, agreements and warranties otherwise described in this Appendix, Customer further represents and warrants to Bank and agrees, with respect to each and every Entry transmitted by Customer or any Third-Party Service Provider on Customer's behalf, that:

(i) Each person shown as the Receiver of an Entry received by Bank from Customer has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry;

(ii) Such authorization is operative at the time of transmittal or crediting or debiting by Bank as provided herein;

(iii) Entries transmitted to Bank by Customer are limited as set forth in Sections 3 and 5;

(iv) Customer shall perform its obligations under this Appendix in accordance with the laws of the United States and all other applicable laws, regulations and orders, including, but not limited to, the transaction screening and sanctions laws, regulations and orders administered by OFAC; laws, regulations and orders administered by FinCEN; and any state laws, regulations or orders applicable to the providers of ACH payment services;

(v) Customer shall be bound by and comply with the provisions of the *NACHA Rules* (among other provisions of the *NACHA Rules*) that make payments of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry;

(vi) Customer specifically acknowledges that it has received notice of the rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount of the Entry;

(vii) with respect to each International ACH Transaction (“IAT”) that Customer may be permitted by Bank to initiate, Customer shall (a) classify and format payments transmitted to or received from a financial agency outside the U.S. as an IAT in accordance with the *NACHA Rules*, (b) provide data necessary to accompany the transaction in compliance with the Bank Secrecy Act’s “Travel Rule,” (c) screen the IAT prior to transmitting any file(s) of Entries to the Bank in accordance with the requirements of OFAC and comply with OFAC sanctions, and (d) otherwise comply with and be subject to all other requirements of U.S. law, the *NACHA Rules*, OFAC and FinCEN, as well as the Foreign Country Rules;

(viii) with respect to each Internet-initiated/mobile (“WEB”) (as defined under the *NACHA Rules*) ACH Entry that Customer may be permitted by Bank to initiate, (a) Customer employs (1) commercially reasonable detection systems to minimize risk of fraud related to Internet-initiated payments, (2) commercially reasonable procedures to verify validity of routing numbers, (3) commercially reasonable methods of authentication to verify the identity of the Receiver, and (4) a commercially reasonable level of encryption technology, and (b) where required by the *NACHA Rules* and/or Bank, Customer conducts annual audits as to its security practices and procedures that include, at a minimum, verification of adequate levels of (1) physical security to protect against theft, tampering, or damage, (2) personnel and access controls to protect against unauthorized access and use and (3) network security to ensure secure capture, storage, and distribution, and will provide proof of such audits to Bank upon request;

(ix) with respect to each Telephone-Initiated (“TEL”) Entry that Customer may be permitted by Bank to initiate, Customer has (a) employed commercially reasonable procedures to verify the identity of the Receiver, and (b) utilized commercially reasonable procedures to verify that routing numbers are valid;

(x) with respect to each Accounts Receivable (“ARC”) Entry that Customer may be permitted by Bank to initiate, (a) the amount of the Entry, the routing number, the account number and the check serial number are in accordance with the source document, (b) Customer will retain a reproducible, legible image, microfilm or copy of the front of the Receiver’s source document for each ARC Entry for two (2) years from the Settlement Date of the ARC Entry, (c) Customer has employed commercially reasonable procedures to securely store (1) all source documents until destruction and (2) all banking information relating to ARC Entries, (d) Customer has established reasonable procedures under which the Receiver may notify Customer that receipt of Receiver’s checks does not constitute authorization for ARC Entries to the Receiver’s account and that Customer will allow the Receiver to opt-out of check conversion activity, and (e) the source document to which each ARC Entry relates may not be presented or returned such that any person will be required to make payment based on the source document unless the ARC Entry is returned;

(xi) with respect to each Back Office Conversion (“BOC”) Entry that Customer may be permitted by Bank to initiate, (a) Customer has employed commercially reasonable procedures to verify the identity of the Receiver, (b) Customer has established and maintains a working telephone number for Receiver inquiries regarding the transaction that is answered during normal business hours and that such number is displayed on the notice required by the *NACHA Rules* for BOC Entries, (c) the amount of the Entry, the routing number, the account number and the check serial number are in accordance with the source document, (d) Customer will retain a reproducible, legible image, microfilm or copy of the front of the Receiver’s source document for each BOC Entry for two (2) years from the Settlement Date of the BOC Entry, (e) Customer has employed commercially reasonable procedures to securely store (1) all source documents until destruction and (2) all banking information relating to BOC Entries, and (f) the source document to which each BOC Entry relates will not be presented or returned such that any person will be required to make payment based on the source document unless the BOC Entry is returned;

(xii) with respect to each Point-of-Purchase (“POP”) Entry that Customer may be permitted by Bank to initiate, the source document provided to Customer for use in obtaining the Receiver’s routing number, account number, and check serial number for the initiation of the POP Entry (a) is returned voided to the Receiver after use by Customer and (b) has not been provided to the Receiver for use in any prior POP Entry; and

(xiii) with respect to each Returned Check (“RCK”) Entry that Customer may be permitted by Bank to initiate, (a) all signatures on the item are authentic and authorized, (b) the item has not been altered, (c) the item is not subject to a defense or claim, (d) the Entry accurately reflects the item, (e) the item will not be presented unless the related Entry has been returned by the RDFI, (f) the information encoded after issue in magnetic ink on the item is correct, and (g) any restrictive endorsement placed on the item is void or ineffective.

Customer shall indemnify and hold Bank harmless from any loss, liability or expense (including reasonable attorneys’ fees and costs) resulting from or arising out of any breach of the foregoing warranties, representations or agreements. Customer shall also indemnify and hold Bank harmless from any claim of any person that Bank is responsible for any acts or omissions of Customer regarding any Entry received from Customer, or those of any other person related thereto, including, without limitation, any Federal Reserve Bank, ACH Operator or transmission or communications facility, any Receiver or RDFI.

23. Same Day ACH (“SDA”). Upon the effective date of the changes to the *NACHA Rules* enabling the same-day processing of certain ACH payments (the “SDA Rule”), Customer may be permitted, in Bank’s sole and exclusive discretion, to initiate SDA Entries. In the event Bank approves Customer’s initiation of SDA Entries, either on a one time or other periodic basis, Customer agrees as follows:

23.1 Customer shall be solely responsible for transmitting its SDA Entries with the appropriate intended Effective Entry Date to qualify as an SDA Entry under the *NACHA Rules*.

23.2 Customer shall only initiate individual Entries that comply with the transaction limit per SDA Entry, as provided in the *NACHA Rules*

23.3 Customer will not initiate an SDA Entry as an IAT, as IATs are not eligible for same-day processing under the *NACHA Rules*.

23.4 Customer will transmit its SDA Entries to Bank in accordance with Bank's SDA Entry processing deadlines, as established by Bank from time to time and disclosed to Customer.

23.5 Customer acknowledges and agrees that if Customer sends an Entry with a stale or invalid Effective Entry Date, such Entry may be deemed and processed by Bank as an SDA Entry if transmitted in accordance with Bank's SDA Entry processing deadlines.

23.6 Customer acknowledges and agrees that if any of the requirements of this Section 23 are not met, including without limitation a failure by Customer to meet Bank's or the ACH Operator's deadline for SDA, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next available processing deadline on which the ACH Operator is open for business.

23.7 Customer further acknowledges that Bank will not consider the content of the Company Descriptive Date indicator when determining Customer's intent for processing and settlement of SDA Entries.

23.8 Customer will not initiate SDA Entries that are otherwise ineligible for SDA Entry processing and settlement in accordance with the *NACHA Rules*.

23.9 Customer otherwise agrees to and will comply with all other requirements under the *NACHA Rules* and by Bank with respect to SDA Entries, including as the same may be amended from time to time.

23.10 Customer will indemnify and hold Bank harmless from any SDA Entry processing and settlement that is performed by Bank as described herein and in accordance with the *NACHA Rules*, notwithstanding Customer's intent.

23.11 Customer will indemnify and hold Bank harmless from any intended SDA Entry not meeting the ACH Operator deadline due to Customer delays, or due to Bank processing delays that are beyond Bank's reasonable control.

24. Inconsistency of Name and Account Number. Customer acknowledges and agrees that if an Entry describes a Receiver inconsistently by name and account number, then (i) payment of such Entry transmitted to an RDFI may be made by the RDFI (or by Bank for an On-Us Entry) on the basis of the account number, even if it

identifies a person different from the named Receiver and (ii) Customer's obligation to pay the amount of Entry to Bank is not excused in such circumstances. Similarly, if an Entry describes an RDFI inconsistently by name and routing number, payment of such Entry may be made based on the routing number, and Customer shall be liable to pay that Entry.

25. Banks Unable to Accept ACH Transactions. If Customer submits an Entry to Bank relating to an RDFI which is not a participant in the ACH, then (i) Bank may reject such Entry and use reasonable efforts to notify Customer of such rejection or (ii) if Bank does not reject such Entry, upon receiving a return transaction related to the Entry from the ACH Operator, Bank may offset the Settlement Account and notify Customer of such transaction.

26. Notices, Instructions, Etc.

26.1 Except as otherwise expressly provided herein, Bank shall not be required to act upon any notice or instruction received from Customer or any other person, or to provide any notice or advice to Customer or any other person with respect to any matter.

26.2 Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been provided in accordance with the provisions of the parties' Cash Management Master Agreement.

27. Data Retention. Customer shall retain data on file adequate to permit remaking of Entries for five (5) Business Days following the date of their transmittal by Bank as provided herein and shall provide such data to Bank upon request. Without limiting the generality of the foregoing provision, Customer specifically agrees to be bound by and comply with all applicable provisions of the *NACHA Rules* regarding the retention of documents or any record, including, without limitation, Customer's responsibilities to retain all items, source documents and records of authorization, in accordance with the *NACHA Rules*.

28. Data Breaches.

28.1 Customer agrees that it will adopt and implement commercially reasonable policies, procedures and systems to provide security as to the information being transmitted and to receive, store, transmit and destroy data or information in a secure manner to prevent loss, theft, or unauthorized access to data or information ("Data Breaches"), including but not limited to, Consumer-Level ACH Data.

28.2 Customer agrees that it will promptly investigate any suspected Data Breaches and monitor its systems regularly for unauthorized intrusions.

28.3 Customer will provide timely and accurate notification to Bank by calling 1-866-475-7262 with regard to any Data Breaches when known or reasonably

suspected by Customer, including but not limited to, Data Breaches to Consumer-Level ACH Data, and will take all reasonable measures, including, without limitation, retaining computer forensic experts, to determine the scope of any data or transactions affected by any Data Breaches, providing all such determinations to Bank.

29. Audit. Bank has the right to periodically audit Customer's compliance with the *NACHA Rules*, U.S. law and Bank policies, including, but not limited to, this Appendix.

30. Records. All electronic or other files, Entries, Security Procedures and related records used by Bank for transactions contemplated by this Appendix shall be and remain Bank's property. Bank may, in its sole discretion, make available such information upon Customer's request. Any expenses incurred by Bank in making such information available to Customer shall be paid by Customer.

31. Termination. The parties may terminate this Appendix in accordance with the terms and conditions of the parties' Cash Management Master Agreement. In addition, if Customer breaches the *NACHA Rules* or causes Bank to breach the *NACHA Rules*, this Appendix may be terminated or suspended by Bank upon ten (10) Business Days' notice, or such shorter period as may be provided in the parties' Cash Management Master Agreement. Any termination of this Appendix shall not affect any of Bank's rights and Customer's obligations with respect to Entries initiated by Customer prior to termination, the payment obligations of Customer with respect to services performed by Bank prior to termination, or any other obligations or provisions that by the nature of their terms survive termination of this

Appendix, including without limitation Sections 2, 5, 10, 12, 13, 14, 18, 20, 21, 22, 27, 32, 33 and 34.

32. Cooperation in Loss Recovery Efforts. In the event of any damages for which Customer or Bank may be liable to the other or to a third party relative to the Services, both parties shall undertake reasonable efforts to cooperate with the other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that Customer or Bank may be obligated to defend or elects to pursue against a third party.

33. Governing Law. In addition to the terms and conditions of the parties' Cash Management Master Agreement, the parties agree that if any payment order governed by this Appendix is part of a funds transfer subject to the federal Electronic Funds Transfer Act, then all actions and disputes as between Customer, or any Third-Party Service Provider acting on Customer's behalf, and Bank shall be governed by Article 4-A of the Uniform Commercial Code, as varied by this Appendix.

34. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the services described herein and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.



APPENDIX III

TD WIRE TRANSFER SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement, and the parties' Bank Internet System Appendix, and applies to all TD Wire Transfer Services ("Services") made available to Customer by Bank via the Bank Internet System. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement or the Bank Internet System Appendix, as applicable. To the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, or with the terms and conditions of the Bank Internet System Appendix, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Description of the Services.

1.1 The Services described in this Appendix provide Customer with the capability to transfer funds from specific Account(s) with Bank to other accounts (the "Recipient Account(s)") as directed via the Bank Internet System. The Recipient Account(s) may be Customer accounts or third-party accounts, and may be with Bank or with domestic or foreign third-party financial institutions. Customer may use the Services to initiate one-time wire transfers, or to create templates for wire transfers made on a repetitive basis which involve the same Customer Account and Recipient Account ("Repetitive Transfer(s)"). All wire transfers must be initiated by an Authorized Representative of Customer.

1.2 Prior to Customer's use of the Services, Customer must first agree to and transmit all instructions in accordance with all of the terms, conditions and security procedures associated with the Bank Internet System, as further set forth in the Cash Management Master Agreement, including the Bank Internet System Appendix.

2. Execution of Wire Transfers.

2.1 By submitting a wire transfer, Customer authorizes Bank to withdraw the amount of any requested wire transfer which Customer may authorize and instruct via the Bank Internet System, plus any applicable fees and charges, which may be withdrawn from Customer's designated Account or from the wire transfer amount. Subject to the terms of this Appendix, Bank will accept and execute a wire transfer received from Customer that has been authenticated by Bank and that is in conformity with the Security Procedure (as further described below), cut-off times and other requirements as described in this Appendix and associated Bank Setup Form(s) and other documentation.

2.2 All wire transfers to accounts at other depository institutions are transmitted using the Fedwire funds transfer system owned and operated by the Federal Reserve Bank, or a similar wire transfer system used primarily for funds transfers between financial institutions. Notwithstanding the foregoing or anything to the contrary in this Appendix, Bank may use any means of transmission,

funds transfer system, clearing house, intermediary or correspondent bank that Bank reasonably selects to transfer funds from time to time.

2.3 Each wire transfer must include the following information in addition to any information which Bank may require for proper identification and security purposes: (i) Account number from which the funds are to be withdrawn, (ii) amount to be transferred, (iii) currency type, (iv) Customer's address, (v) name and ABA routing number or SWIFT BIC of the payee's (i.e., beneficiary's) bank, and (vi) name, address and account number of the payee (i.e., beneficiary). In the event a wire transfer describes an account number for the payee that is in a name other than the designated payee, Bank may execute the wire transfer to the account number so designated notwithstanding such inconsistency.

2.4 Templates created by Customer for Repetitive Transfers are the sole and exclusive responsibility of Customer. Except as otherwise expressly prohibited or limited by law, Customer agrees to release and hold Bank harmless from any loss or liability which Customer may incur after Bank has executed a Repetitive Transfer, including without limitation, any loss due to Customer error in creating the Repetitive Transfer template.

3. Time of Execution.

3.1 Bank will execute each authenticated wire transfer that is in conformity with all security procedures, cut-off times and other requirements set forth herein. Bank may require additional authentication of any wire transfer request. Bank reserves the right to reject a wire transfer request that cannot be properly authenticated. Cut-off times may be established and changed by Bank from time to time. Instructions for wire transfers received after such cut-off times may be treated by Bank for all purposes as having been received on the following Business Day.

3.2 Except for future-dated wire transfers, domestic wire transfers (U.S.-based receivers) initiated and approved by Bank's cut-off time on a Business Day will be processed that same day if that day is also a Business Day for Bank's correspondent facility and the recipient bank; wire transfers initiated and approved after Bank's cut-off time for domestic wire transfers will be processed the next Business Day if that day is also a Business Day for Bank's correspondent facility and the recipient bank. Future-dated

domestic wire transfers will be initiated on the effective date requested by Customer, not on the date Customer entered the transaction using the Services.

3.3 Bank may handle wire transfers received from Customer in any order convenient to Bank, regardless of the order in which they are received.

4. International Wires.

4.1 International wire transfers (non-U.S. receivers) of foreign currency initiated and approved by Bank's cut-off time for international wire transfers of foreign currency on a Business Day, and an international wire transfer of U.S. currency initiated and approved by Bank's cut-off time for international wire transfers of U.S. currency on a Business Day, will be processed within the industry standard delivery time (in most, but not all cases, two (2) Business Days). Foreign wire transfers may be subject to delays based on time-zone issues; the remote location of the recipient bank; cultural differences with respect to holidays and times of observation, etc.; and incorrect or incomplete information supplied by Customer.

4.2 Bank shall send Customer's authorized and authenticated wire transfers to foreign banks through any bank which is a member of Bank's correspondent network. Neither Bank nor any of Bank's correspondents shall be liable for any errors, delays or defaults in the transfer of any messages in connection with such a foreign wire transfer by any means of transmission. Customer acknowledges that foreign currency wire transfers must be based on a currency that Bank trades and that all rates of exchange will be the rate in effect at the time of execution of the wire transfer order, or at any other rate as may be agreed to by the parties. If the financial institution designated to receive the funds does not pay the payee (beneficiary) specified in a wire transfer order that is 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 wire transfer order is confirmed by Bank, less any charges and expenses incurred by Bank. If Customer elects to initiate an international wire transfer in U.S. currency, Customer acknowledges that the receiving bank may elect to pay the payee (beneficiary) in foreign currency at an exchange rate determined by the receiving bank. Customer agrees to bear all risk of loss due to fluctuation in exchange rates, and Customer shall pay Bank any costs and expenses of foreign currency conversion at Bank's then-prevailing rates, terms and conditions. Customer is advised that Bank's prevailing exchange rates may be less favorable to Customer than market exchange rates.

4.3 Bank makes no guarantee or representation as to the availability of funds at the foreign destination. Bank makes no express or implied warranty as to the time or date the wire transfer will arrive at the receiving bank, the amount of any fees to be charged by the receiving bank, or the time or date the payee (beneficiary) will receive credit for funds.

4.4 Customer understands and acknowledges that if the named payee (beneficiary) does not

match the account at the receiving bank, there is a risk the payee may not receive the wired funds. If the transfer is not received or credited in a timely manner, Bank will follow normal and customary procedures to complete the wire transfer, determine the location of the wired funds and/or return the funds to Customer. If Bank is unable to determine that the funds have been credited to the payee's account or have the funds returned, Customer assumes all financial liability or risk of loss for the amount of the wire transfer.

4.5 International wire transfers are subject to any and all applicable regulations and restrictions of U.S. and foreign governments relating to foreign exchange transactions. Bank has no obligation to accept any international wire transfer(s) directed to or through persons, entities or countries restricted by government regulation or prior Bank experience with particular countries. To the extent not otherwise prohibited by law, in connection with any international wire transfer(s) involving a transfer to or from any country outside of the U.S., and except as otherwise expressly prohibited or limited by law, Customer agrees to release and hold Bank harmless from any loss or liability which Customer may incur after Bank has executed the international wire transfer(s), including without limitation, any loss due to failure of a foreign bank or intermediary to deliver the funds to a payee (beneficiary).

5. Cancellation and Amendment of a Wire.

5.1 An Authorized Representative may request that Bank attempt to cancel or amend a wire transfer previously received from Customer. If a cancellation or amendment request is received by Bank before the wire transfer is executed and with sufficient time to afford Bank an opportunity to act upon Customer's request, Bank may, on its own initiative but without obligation, make a good faith effort to act upon such request. In the event Customer's cancellation or amendment request is received after execution of Customer's wire transfer request, Bank will attempt to have the wire transfer returned. Notwithstanding the foregoing, Bank shall have no liability for the failure to effect a cancellation or amendment, and Bank makes no representation or warranty regarding Bank's ability to amend or cancel a wire transfer. Except as otherwise expressly prohibited or limited by law, Customer agrees to indemnify Bank against any loss, liability or expense which Bank incurs as a result of the request to cancel or amend a wire transfer and the actions Bank takes pursuant to such request. Without limiting the foregoing, Customer agrees to be responsible for any losses arising from currency conversions effected by Bank pursuant to any foreign currency wire transfer order previously received from Customer that Customer subsequently requests be cancelled or amended.

5.2 Customer acknowledges and agrees that after a wire transfer order has been accepted by the payee's (beneficiary's) financial institution, return of such funds must be authorized by the beneficiary, and Bank has no responsibility to procure the return of such funds. If Customer asks Bank to recover funds which Bank has already transferred, Bank shall be under no obligation to do so. If Customer deposits with Bank an amount reasonably determined in good faith by Bank to approximate the costs and expenses (including attorney's fees) which Bank may incur in attempting to recover the funds

transferred, Bank may, in its sole discretion make an attempt to recover the funds. In lieu of such a deposit, Bank may request Customer to provide a bond or other assurance of payment reasonably satisfactory to Bank. Upon such deposit, or the supplying of such other assurance, Bank may take such action as it deems reasonable under the circumstances, including, for example, sending a request to reverse the transfer to any financial institution that received such funds. In no event, however, shall Bank be deemed to have guaranteed or otherwise assured the recovery of any portion of the amount transferred, nor to have accepted responsibility for any amount transferred.

6. Notice of Rejection or Return. Bank shall have no liability for wire transfers sent by Bank as directed by Customer which cannot be completed or which are returned due to incorrect information furnished by Customer. Customer is required to fully complete payee (beneficiary) name, and address, as the payee (beneficiary) bank may elect to return an otherwise valid wire transfer for incomplete payee (beneficiary) information. Bank may reject or impose conditions that must be satisfied before it will accept Customer's instructions for any wire transfer, in its sole discretion, including without limitation Customer's violation of this Appendix, Customer's failure to maintain a sufficient Account balance, or Bank's belief that the wire transfer may not have in fact been authorized. A wire transfer may also be rejected by an intermediary or payee (beneficiary) bank other than Bank, or by operation of law. If a wire transfer is rejected by Bank, Bank will notify Customer by telephone, by electronic means, by facsimile or by mail, depending on the method of origination. Upon rejection or return, Bank shall have no further obligation to act upon a wire transfer, nor shall Bank have any liability to Customer due to rejection by another person in the wire transfer process, or the fact that notice was not given or was not given at an earlier time, or within any specified time of receipt, acceptance, execution or payment of any wire transfer.

7. Security Procedure.

7.1 Customer agrees that the security procedures used by Customer and set forth or incorporated by reference in this Appendix and/or associated documents, including but not limited to the Bank Internet System Appendix, are a commercially reasonable method of providing security against unauthorized wire transfers and for all other instructions from Customer to Bank (hereinafter the "Security Procedure"). Any wire transfer by Customer shall bind Customer, whether or not authorized, if transmitted in Customer's name and accepted by Bank in compliance with the Security Procedure. Customer also agrees that any election Customer may make to change or refuse the Security Procedure is at Customer's risk and that any loss resulting in whole or in part from such change or refusal will be Customer's responsibility.

7.2 Bank may, from time to time, modify the Security Procedure. Except as expressly provided otherwise in this Appendix or in the parties' Cash Management Master Agreement, any such changes generally will be effective immediately upon notice to Customer as described in the parties' Cash Management Master Agreement. Customer will be deemed to accept any such changes if Customer

accesses or uses any of the Services after the date on which the change becomes effective.

7.3 Bank may, from time to time, propose additional or enhanced security procedures to Customer. Customer understands and agrees that if it declines to use any such additional or enhanced procedures, it will be liable for any losses that would have been prevented by such procedures. Notwithstanding anything else contained in this Appendix, if Bank believes immediate action is required for security of Bank or Customer funds, Bank may initiate additional security procedures immediately and provide prompt subsequent notice thereof to Customer.

7.4 Customer hereby acknowledges that the Security Procedure is neither designed nor intended to detect errors in the content or verify the contents of a wire transfer by Customer. Accordingly, any errors contained in wire transfers from Customer shall be Customer's responsibility, and Customer shall be obligated to pay or repay (as the case may be) the amount of any such wire transfer. No security procedure for the detection of any such Customer error has been agreed upon between Bank and Customer.

7.5 Customer is strictly responsible for establishing and maintaining its own procedures to safeguard against unauthorized wire transfers. Customer covenants that no employee or other individual will be allowed to initiate wire transfers in the absence of proper authority, supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedure and any Access Devices and related instructions provided by Bank in connection with any Security Procedure utilized by Bank and/or Customer. If Customer believes or suspects that any such Access Devices, Security Procedure, information or instructions have been disclosed to or accessed by unauthorized persons, Customer agrees to notify Bank immediately by calling 1-866-475-7262, followed by written confirmation to TD Bank, N.A., Attn: Treasury Management Services Support, 6000 Atrium Way, Mt. Laurel, New Jersey, 08054. The occurrence of unauthorized access will not affect any transfers made in good faith by Bank prior to receipt of such notification and within a reasonable time period thereafter.

8. Accuracy; Inconsistency of Receiving Beneficiary Name and Account Number. In submitting any order or related instructions, Customer shall be responsible for providing all necessary information required by Bank in conjunction with the Services. The Services are only designed to respond to information provided by Customer. Accordingly, any inaccuracy in any information provided by Customer may result in an unintended transfer of funds. Bank bears no responsibility and shall not be liable to Customer for any information provided by Customer in an order or related instructions that are inaccurate, incomplete or otherwise incorrect. When placing an international wire transfer order, Customer may be responsible for entering certain information provided to Customer by Bank, which may include, but is not limited to, the applicable exchange rate and/or a contract number. Customer acknowledges and agrees that Bank will not be liable for any loss, liability or expense incurred as a result of a Customer error related to entry of such required information. Customer acknowledges and agrees that, in accordance with Article 4A of the

Uniform Commercial Code, Bank shall be entitled to rely upon the numbers supplied by Customer to identify banks, payees (beneficiaries) and other parties to the wire transfer, even if those numbers disagree or are inconsistent with the names of those parties as provided by Customer. Bank and any other receiving financial institution shall have no obligation to determine whether a name and number identify the same person or institution. Customer acknowledges that payment of an order or related instructions may be made by the payee's (beneficiary's) bank on the basis of an identifying or bank account number even if it identifies a person different from the named payee (beneficiary).

9. Payment; Authorization to Charge Account.

Customer agrees to pay Bank the amount of each wire transfer received from Customer on the Business Day Bank executes said wire transfer or at such other time as Bank may determine. Bank will validate that sufficient funds are available in Customer's Account prior to a wire transfer being executed. Generally, if sufficient funds are not available in Customer's Account, the wire transfer will not be executed by Bank. Bank may, without prior notice or demand, obtain payment of the amount of each wire transfer by debiting the Account designated. In the event there are not sufficient funds available in the Account, Bank also reserves the right to debit any other Account that Customer maintains with Bank.

10. Wire Confirmation; Account Reconciliation.

Customer may confirm the execution of a wire transfer via the Bank Internet System. Completed wire transfers will also be reflected in Customer's periodic Account statement. Customer acknowledges and agrees that Bank is not obligated to provide Customer with a separate advice or notice for each completed wire transfer. If Customer requests that Bank provide a special notice and Bank agrees to do so, Bank reserves the right to impose a Service Fee for such notice in accordance with the Cash Management Master Agreement.

11. Service Providers. Bank may use a service provider to perform, as Bank's agent, all or any portion of Bank's obligations under this Appendix. Customer may be required to direct wire transfers and other requests to said provider.

12. Bank Reliance; Authentication.

12.1 Bank shall be entitled to rely in good faith on communications it receives as being given or sent by an Authorized Representative and as being genuine and correct. Bank shall not be liable to Customer for the consequences of such reliance.

12.2 **BANK MAY TAKE SUCH ADDITIONAL STEPS AND IMPLEMENT SUCH PROCEDURES AS IT MAY DEEM APPROPRIATE TO VERIFY THE AUTHENTICITY OF ANY WIRE TRANSFER. BANK MAY DELAY THE EXECUTION OF ANY WIRE TRANSFER PENDING COMPLETION OF A CALL-BACK, OR RECEIPT OF ANOTHER FORM OF VERIFICATION WHICH IS SATISFACTORY TO BANK. IF BANK IS UNABLE TO OBTAIN SATISFACTORY VERIFICATION, BANK, IN ITS SOLE DISCRETION, MAY REFUSE TO EXECUTE ANY WIRE TRANSFER.** In no event shall Bank be liable for any delay in executing a wire transfer or for failure to execute a wire transfer due to the absence of satisfactory verification.

12.3 Bank may electronically record any telephone conversations between Bank personnel and Customer with respect to the Services, in accordance with applicable law.

12.4 Wire transfer transactions are subject to all the foregoing and all regulations governing electronic transactions, including but not limited to Article 4A of the Uniform Commercial Code.

13. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.



APPENDIX V

TD POSITIVE PAY SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Positive Pay Services (the "Services") made available to Customer by Bank. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict. In the event of inconsistency between a provision of this Appendix and the Uniform Commercial Code ("U.C.C.," as further defined below), the parties intend to modify the effect of the applicable U.C.C. provisions to the maximum extent permitted by law.

TERMS AND CONDITIONS

1. Definitions.

1.1 **Statutory Definitions.** Unless otherwise defined in this Appendix, words or phrases shall have the meanings set forth in the U.C.C. in effect from time to time under the laws of the State specified in the governing law provision of the parties' Cash Management Master Agreement.

1.2 Definitions.

"*Authorized Account*" means the Account(s) of Customer, maintained at Bank, to which the Services described herein will apply.

"*Available Funds*" means funds on deposit in an Authorized Account and available for withdrawal pursuant to Federal Reserve Board Regulation CC and Bank's applicable funds availability schedule and policies.

"*Check Issue File*" means a record describing checks drawn by Customer on an Authorized Account and provided by Customer to Bank in accordance with Section 2.2.

"*Exception Check*" means a Presented Check or a Systematic Override Check (described in Section 2.2.2 below) that does not match data included in a Check Issue File.

"*Exception Check Report*" means a record describing Exception Checks which is provided by Bank to Customer in accordance with Section 2.3.

"*Pay Decision(s)*" means the instructions of Customer to Bank instructing Bank to pay an Exception Check.

"*Presented Check*" means a check, substitute check, or electronically-presented check drawn on an Authorized Account and presented to Bank for payment through the check collection system or over-the-counter at one of Bank's branch teller stations.

"*Return Decision(s)*" means the instructions of Customer to Bank instructing Bank not to pay an Exception Check.

"*U.C.C.*" means the Uniform Commercial Code as in effect under the laws of the State specified in the parties' Cash Management Master Agreement, as it may be amended from time to time.

2. Services.

2.1 Description.

2.1.1 The Services described in this Appendix will provide Customer with a means to either affirmatively approve the payment of a particular check upon presentation or to object to its payment. Customer acknowledges that the Services have been identified by Bank as reducing the risk of fraudulent items being paid against Customer's Account(s) when such Services are adopted and properly utilized by Customer. By conforming to the terms and conditions of this Appendix, Customer agrees and acknowledges that Customer may significantly reduce the possibility that fraudulent items will post to Customer's Account(s).

2.1.2 Customer acknowledges and agrees that the Services apply only to magnetic ink character recognition (MICR) encoded paper checks and documents. Therefore, the Services and this Appendix shall not apply to any electronic funds transfer (EFT), Automated Clearing House (ACH) transaction, or check that has been converted to an ACH transaction that does not contain a serial number. Accordingly, this Appendix shall have no effect with respect to any such transactions on Bank or Customer's respective rights, obligations, duties or responsibilities under any other agreement between the parties or applicable law or regulation.

2.2 Check Issue File.

2.2.1 Customer shall submit a Check Issue File to Bank. The Check Issue File shall accurately state the check number and the exact amount of each check drawn on each Authorized Account since the last Check Issue File was submitted (and the payee name, if Customer elects to receive payee verification services

described below). Each Check Issue File shall also identify any checks that have been cancelled by Customer prior to issuance.

2.2.2 **Payee Verification Services.**

If Customer elects to receive payee verification services in conjunction with the Services, the following additional terms shall also apply. Bank's payee verification services require the payee name to match against Customer's Check Issue File at a minimum threshold or matching score. The payee name in the Check Issue File will be electronically compared to the payee name on Presented Checks. Other information related to the payee name may also be electronically compared as part of the automated verification process to establish a matching score. Such comparisons that result in a minimum threshold or matching score will be deemed to be a matching check. Customer is responsible for complying with the payee verification services' check specifications as specified by Bank from time to time in order to ensure the highest level of performance from the payee verification services. If Customer is unable or unwilling to comply with the payee verification services' check specifications as specified by Bank, Bank may, in its sole and exclusive discretion: (a) terminate or suspend Customer's use of the payee verification services as provided in the Cash Management Master Agreement, or (b) at Customer's request, re-configure the software associated with the payee verification services to systematically process Presented Checks in reliance solely on the payee name provided by Customer to Bank in the Check Issue File and without regard to any other information related to the payee name that may appear on the Presented Checks (hereinafter "Systematic Override Checks"). Any Presented Check or Systematic Override Check that does not result in a minimum threshold or matching score shall be deemed an Exception Check and reported as such in accordance with the terms of this Appendix. Except as may otherwise be provided in this Appendix and in the Cash Management Master Agreement, Bank shall have no liability for Systematic Override Checks.

2.2.3 Customer shall send the Check Issue File to Bank in the format and medium, by the deadline(s), at scheduled day(s), at the place(s) specified by Bank and agreed to by Customer, as set forth in Services' Setup Form(s). The deadline for transmissions of the Check Issue File to Bank shall be set forth in the Services' Setup Form(s).

2.3 **Payment of Presented Checks and Reporting of Exception Checks.**

2.3.1 Bank shall compare each Presented Check by check number, check amount and payee name (if Customer elects to receive payee verification services) against each Check Issue File received by Bank. Bank may satisfy its obligation hereunder by comparing check number, amount and payee name (if applicable) set forth in Substitute Checks, checks presented over-the-counter at one of Bank's teller stations and/or electronic presentment of checks. On each Business Day, Bank:

(a) may pay and charge to the Authorized Account each Presented Check that matches, by check number, amount and payee name (if applicable), a check shown in any Check Issue File;

(b) may pay and charge to the Authorized Account all Systematic Override Checks that match, by check number, amount and payee name (if applicable and as described herein), a check shown on any Check Issue File; and

(c) shall provide to Customer an Exception Check Report that indicates whether Bank has received any Exception Checks and, if so, provide the image of the Exception Check(s) by the deadline set forth in the Services' Setup Form(s) via the Bank Internet System. Customer must provide check payment approval or return instructions to Bank on each Exception Check reported by the deadline set forth in the Services' Setup Form(s) via the Bank Internet System ("Pay or Return Decisions").

2.3.2 Bank shall not pay any Presented Check for which Bank has received from Customer a stop payment request consistent with the terms and conditions of the parties' eTreasury Services Appendix or the Account Agreement.

2.4 **Payment and Dishonor of Exception Checks.** Except as provided in Section 2.4.4 below, Bank will pay or return Exception Checks in accordance with Customer's Pay or Return Decisions.

2.4.1 **Pay Decisions.** Bank shall finally pay and charge to the Authorized Account, to the extent there are sufficient Available Funds in the Authorized Account, any Exception Check that Customer directs Bank to pay.

2.4.2 **Return Requests.** Bank shall return to the depository bank any Exception Check drawn on an Authorized Account that Customer directs Bank to return.

2.4.3 **Default Options.** If Customer fails to provide Pay or Return Decisions to Bank in accordance with these requirements, Exception Checks will be handled in accordance with the default option as set forth in the Services' Setup Form(s) for each Authorized Account, in accordance with the following:

(a) **Return Default.** Where Customer has agreed to the return default option, Bank shall return to the depository bank any Exception Check drawn on that Authorized Account.

(b) **Pay Default.** Where Customer has agreed to the pay default option, Bank may finally pay and charge to the Authorized Account any Exception Check drawn on that Authorized Account.

2.4.4 **Checks Presented for Payment at Bank Teller Stations.**

2.4.4.1 Notwithstanding anything in this Appendix to the contrary, Bank may, in its sole and absolute discretion, return to the person presenting a check drawn on an Authorized Account for payment over-the-counter at one of Bank's teller stations any such check that does not appear on a Check Issue File (i.e., an Exception Check). Customer acknowledges and agrees that Bank shall

have no obligation to inform Customer that any such check has been presented for payment at a Bank teller station. Bank shall have no liability to Customer for wrongful dishonor with respect to any such check.

2.4.4.2 If a check drawn on an Authorized Account is presented for payment over-the-counter during such time the Bank is experiencing an interruption or failure of communications or data processing facilities or systems, emergency conditions, or any other difficulties beyond the control of Bank, then, notwithstanding any other provision of this Appendix, Customer authorizes Bank to pay the Presented Check, even if the Presented Check is an Exception Check. Additionally, Bank shall have no obligation to notify Customer of any such Presented Check.

2.5 Customer and Bank Communications.

2.5.1 Customer or Bank, at its discretion, may each submit to the other party a revision of any communication provided for under this Appendix (e.g., the revision of Check Issue Files, Exception Check Reports, Pay Decisions, Return Decisions). The revised communication must (i) be sent in its entirety and not in the form of a partial amendment to the communication originally sent, (ii) identify the original communication, and (iii) be sent in the format and medium, by the deadline(s), and at the place(s) established by the receiving party. A properly submitted revised communication serves to revoke the original communication.

2.5.2 Bank shall use only Check Issue Files that comply with Section 2.2 and have not been revoked in accordance with Section 2.5.1 in the preparation of Exception Check Reports under this Appendix.

2.5.3 Customer shall use only Exception Check Reports that comply with Section 2.3 and have not been revoked in accordance with Section 2.5.1 in the preparation of Pay Decisions and Return Decisions. Bank shall not be obligated to comply with any Pay Decision or Return Decision received in a format or medium, after a deadline, or at a place not permitted under this Appendix and Services' Setup Form(s), but may instead treat such a Pay Decision or Return Decision in accordance with the default option agreed to by Customer in the Services' Setup Form(s).

2.5.4 Bank is not responsible for detecting any Customer error contained in any Check Issue File, Pay Decision or Return Decision sent by Customer to Bank.

2.6 Submission of Data Prior to Implementation of Services. Customer shall submit to Bank a current, reconciled list of all outstanding checks issued on each Authorized Account one (1) week prior to the implementation of the Services hereunder. Depending on the frequency with which Customer issues checks, Bank reserves the right to require Customer to submit one or more additional such lists so that all outstanding, unpaid checks issued on any Authorized Account have been reported to Bank prior to the implementation of the Services.

3. Remedies.

3.1 **U.C.C. Liability.** To the extent applicable, the liability provisions of U.C.C. Articles 3 and 4 shall govern this Appendix, except as modified below. To the extent permitted by U.C.C. Articles 3 and 4, the liability of Bank under this Appendix shall in all cases be subject to the provisions of the parties' Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank.

3.2 **Wrongful Honor.** It shall constitute wrongful honor by Bank if Bank pays an Exception Check listed in a timely Exception Check Report unless: (i) Customer issued a Pay Decision, or (ii) Customer agreed to the pay default option and did not issue a Return Decision by the deadline set forth in the Services' Setup Form(s). In the event that there is wrongful honor, the following shall apply:

3.2.1 Bank shall be liable to Customer for the lesser of the amount of the wrongfully paid Exception Check or Customer's actual damages resulting from Bank's payment of the Exception Check.

3.2.2 Bank expressly waives any right it may have to assert that Customer is liable for the amount of the wrongfully honored Exception Check on the grounds that the Exception Check was properly payable under U.C.C. Section 4-401.

3.2.3 Bank retains the right to assert Customer's failure to exercise reasonable care under U.C.C. Sections 3-406 and 4-406.

3.2.4 Bank retains the right to assert the defense that Customer has sustained no actual damages because Bank's honor of the Exception Check discharged for value an indebtedness of Customer.

3.3 **Wrongful Dishonor.** Except as provided below, it shall constitute wrongful dishonor by Bank if Bank dishonors an Exception Check: (i) that Bank has been ordered to pay pursuant to a Pay Decision, or (ii) for which Customer has not issued a Return Decision under the pay default option by the deadline set forth in the Services' Setup Form(s).

3.3.1 Bank's liability for wrongful dishonor of an Exception Check shall be limited to the damages for wrongful dishonor recoverable under U.C.C. Articles 3 and 4.

3.3.2 Notwithstanding Section 3.3.1, Bank shall have no liability to Customer for wrongful dishonor when Bank, acting in good faith, returns an Exception Check:

(a) that it reasonably believed was not properly payable; or

(b) if there are insufficient Available Funds on deposit in the Authorized Account; or

(c) if required to do so by the service of legal process on Bank or the instructions of regulatory or government authorities or courts.

3.4 Rightful Payment and Dishonor. Except as provided in Section 3.5, the following shall apply:

3.4.1 If Bank honors an Exception Check in accordance with the pay default option agreed to Customer or in accordance with a Pay Decision issued by Customer, such honor shall be rightful, and Customer waives any right it may have to assert that the Exception Check was not properly payable under U.C.C. section 4-401.

3.4.2 If Bank dishonors an Exception Check in accordance with the return default option agreed to by Customer or in accordance with a Return Decision issued by Customer, the dishonor shall be rightful, and Customer waives any right it may have to assert that the dishonor was wrongful under the U.C.C. section 4-402.

3.4.3 Customer agrees that Bank exercises ordinary care whenever it rightfully pays or returns an Exception Check consistent with the provisions of this Appendix.

3.5 Faulty Information. Subject to the terms and conditions of the Cash Management Master Agreement, Bank shall be liable for losses, other than incidental or consequential damages, proximately caused by its honor of a check that was not properly payable, or its dishonor of a check that was properly payable, if the honor or dishonor occurred because Bank, in accordance with the provisions of Section 2 of this Appendix:

(a) should have shown the check on an Exception Check Report but failed to do so due to Bank error, unless Bank provided Customer with timely information that disclosed the error; or

(b) showed the check on an Exception Check Report but referenced the wrong check number due to Bank error, unless Bank provided Customer with timely information that disclosed the error.

3.6 Assignment. To the extent that Customer suffers a loss under this Appendix, Bank assigns to Customer any claim that Bank would have against a depository or collecting bank to recover the loss, including any claim of breach of warranty under U.C.C. Sections 4-207, 4-208, and 4-209.

4. Stop Payment and Return Decisions. The Services will not be used as a substitute for Bank's stop payment services. Customer will follow Bank's standard stop payment procedures if it desires to return a check that matches the data included in a Check Issue File or other check that was validly issued. Nothing in this Appendix will limit Customer's right to stop payment on any check that matches the data included in a Check Issue File or other check, or Bank's right to return any check that matches the data included in a Check Issue File or other check that Customer has authorized Bank to pay in accordance with this Appendix if Bank determines in its sole discretion that 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 that there are insufficient collected or Available Funds in the Authorized Account to pay it.

5. Governing Law. Except where expressly required by contrary provisions of the U.C.C., any claim, controversy or dispute arising under or related to this Appendix shall be governed by and interpreted in accordance with the governing law provision of the parties' Cash Management Master Agreement.

6. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the parties' Cash Management Master Agreement is terminated. In the event of termination, all sums owed to Bank hereunder shall be immediately due and payable.



APPENDIX VII

TD LOCKBOX SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Lockbox Retail and TD Lockbox Wholesale Services (the "Services") made available to Customer by Bank. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Services. The Services described in this Appendix provide Customer with a remittance or payment processing arrangement that offers an efficient method for the collection and processing of certain payment items payable to Customer, and the accompanying documents or information associated with such payment items. Through the Services, Bank receives, opens and processes checks and credit card payment authorizations (if authorized) for Customer, and the accompanying documents for such payments, that are addressed to Customer and delivered to U.S. Post Office Boxes or locations designated by Bank.

1.1 Retail Lockbox. The Services consolidate and expedite the automated processing of high volume, low dollar remittance payments received by Customer, as applicable, from its retail clients.

1.2 Wholesale Lockbox. The Services also consolidate and expedite the automated processing of low volume, large dollar remittance payments received by Customer, as applicable, from its vendors or other third parties.

2. Customer Obligations & Authorizations.

2.1 Customer will maintain an Account at Bank as the designated depository Account for the Services ("Designated Account"). Customer will maintain balances in the Designated Account or other Customer Account(s) sufficient to offset any returns for payments that cannot be deposited.

2.2 Customer authorizes Bank to establish United States Postal Service ("USPS") Caller Boxes (as such terms are defined by the USPS) (collectively, the "PO Box(es)" or "Lockbox(es)") at pre-determined postal facilities, or to utilize existing Customer-established PO Boxes, to collect payments and accompanying documents remitted for the benefit of Customer. If a Customer-established PO Box will be used for purposes of the Services, Customer is solely responsible for any and all charges related to the rental and use of the PO Box.

2.3 Customer agrees to provide Bank with unrestricted and exclusive access to Customer-established Lockbox location(s) and contents, and Bank has the sole right to process remittance materials contained therein.

2.4 Prior to deposit into the Designated Account, the Lockbox contents will not be available to Customer, except upon request to Bank, and only with Bank's consent.

2.5 Customer is responsible for instructing all of its clients about the requirements of the Services as they relate and apply to payments and accompanying documents remitted by those clients for the benefit of Customer.

2.6 Customer authorizes Bank to endorse all payments received by Bank with a standard lockbox endorsement used by Bank and without the signature of payee, date or payor name, and to deposit payments, including those with restrictive legends and endorsements, into Customer's Designated Account.

2.7 Bank may delegate all or a portion of its duties or rights regarding the Services and as set forth in this Appendix to Bank Third Parties (as defined in the Cash Management Master Agreement). Bank may change the Bank Third Parties to which it delegates these responsibilities in its sole and exclusive discretion.

3. Mail Collection and Processing.

3.1 Mail Collection and Pre-Processing. Bank shall collect the mail from Lockboxes in accordance with Bank's schedule, as such schedule may change from time to time. Bank will transport mail by courier to its processing location(s), open the mail containing checks, share drafts, money orders, credit card payment information (if authorized), invoices or other contents (hereinafter referred to collectively as "Lockbox Item(s)"). Bank will also accept overnight delivery packages as part of the Services, when the same are properly addressed to and receipt properly confirmed by Services' personnel at Bank's processing location(s), and will process the same in accordance with this Appendix. For each Lockbox Item

received, using ordinary care, Bank will date stamp, inspect and process the Lockbox Item as specified in the Services' Setup Form(s).

3.2 **Item Processing.** Lockbox Items will be processed according to the Account Agreement, except as modified by this Appendix.

3.2.1 **Domestic Checks.** Bank may accept for deposit to Customer's Account all items made payable to or endorsed by Customer as an individual payee or joint payee, regardless of whether those items bear Customer's endorsement, subject to Bank's verification and final inspection. Customer may also provide a list of acceptable payee(s) (an "Acceptable Payee") on the Services' Setup Form(s).

3.2.2 **Foreign Checks.** Foreign check deposits are processed in accordance with the Services' Setup Form(s). Checks drawn on U.S. banks in U.S. dollars will be deposited. Checks drawn in foreign currency (including Canadian checks in CAD) will be processed according to the Services' Setup Form(s).

3.2.3 **Cash.** Cash deposits are not accepted for processing under the Services. Customer shall advise its clients not to send currency or coin to the Lockbox. Bank is not responsible for cash intentionally sent to the Lockbox, but never processed. Notwithstanding the foregoing, in the event cash is received in the Lockbox, Bank will make a good faith effort to deposit cash into Customer's Designated Account and provide a control report regarding these items to Customer.

3.2.4 **Credit Cards.**

(a) Credit card payments may only be processed through the Lockboxes upon approval by Bank and execution by Customer of all required agreements and related documentation, including without limitation a merchant credit card processing services agreement ("Card Processing Agreement") and associated merchant account with Bank and/or another financial institution. Customer is responsible for complying with the terms of Customer's Card Processing Agreement, and with all applicable card network rules with respect to credit card payments.

(b) In order to be eligible for processing by Bank, written authorizations to charge payments due Customer to the payors' credit cards ("Charge Authorizations") must be received through the Lockboxes. A Charge Authorization received in the

Lockbox must contain the name of the account debtor, the account debtor's credit card number, expiration date, the three digit security code, and the amount of the payment authorized, all of which must be written or imprinted on the authorization form in a reasonably legible manner. If any one of these items of information is missing from a Charge Authorization, or is, in the sole judgement of Bank or its service provider, not sufficiently legible for processing purposes, the Charge Authorization will not be processed, and will be forwarded to Customer as set forth below.

(c) Bank will proceed to process for approval each Charge Authorization received in the Lockbox which contains the information required above and is otherwise eligible for processing. Bank will seek approval from the issuer of the applicable credit card for the payment transaction set forth on the Charge Authorization. Bank will submit for settlement each Charge Authorization approved in this manner.

(d) Credit card payments will be batched independently from regular payment items in the Lockbox. Following processing of Charge Authorizations for approval, Bank will segregate those Charge Authorizations which are approved from those Charge Authorizations which are declined. Reports will be sent to Customer regarding these deposits based on the Services' Setup Form(s).

3.2.5 **Other Items.** Items received from the Lockbox other than Lockbox Items or cash will be forwarded to Customer as unprocessed items. Except for its gross negligence or willful misconduct, Bank shall not be responsible for any claimed loss or disappearance of cash or other payments in bearer form.

3.2.6 **Additional Terms.**

(a) Customer guarantees to Bank the payment of all deposited items identified in this Section 3.2. Bank will return to Customer any payments that cannot be deposited. Lockbox Items with apparent alterations will not be deposited. Under no circumstances shall Bank be responsible or liable for identifying or failing to identify stale-dated and post-dated checks or checks specifying "payment in full" (or similar statements) in Customer's Lockbox Items, or for processing such items. Customer acknowledges that if checks specifying "payment in full" (or similar statements) are negotiated, that could adversely affect Customer's ability to collect any balance owed on the related liability. Customer understands and agrees that Bank makes no representation or warranty that it will apply an endorsement intended to preserve Customer's rights to collect the full amount owed or that any endorsement that applies to a Lockbox Item will in fact preserve Customer's

right to collect the full amount owed. Customer assumes all risks of negotiation of such items.

(b) Bank's receipt of Customer's mail hereunder shall not make Bank a bailee of the Lockbox Items. With respect to the Lockbox Items that are deposited and become part of the balance in Customer's Designated Account, Bank and Customer will have a debtor-creditor relationship as normally exists between a depository bank and its depositors. If Customer is a governmental entity, Customer agrees that, in performing the Services, Bank is not acting as an agent for the collection of taxes.

3.3 Remittance Transaction Processing.

3.3.1 Transactions processed as part of the Services are comprised of two separate documents: the remittance coupon, stub or invoice (hereinafter "Coupon(s)") and the drawer's payment. High-speed image-enabled devices capture Customer's retail remittance documents, including checks and Coupons. Transactions are captured using image-enabled capture devices that collect both financial and non-financial information. The actual document capture requirements are set forth in the Services' Setup Form(s).

3.3.2 Bank will process transactions with (i) one payment and one Coupon, (ii) multiple payments and/or multiple Coupons, and (iii) one or more payments and no Coupon, as specified in the Services' Setup Form(s). Bank will process remittance transactions as set forth in the Services' Setup Form(s).

3.3.3 To accomplish high-speed automated processing, Bank does not examine checks (including, without limitation, any inspection for missing signatures, dates, payees, or endorsements) except as the parties may otherwise be described in the Services' Setup Form(s). Customer agrees that Bank does not assume any responsibility or liability for its failure to discover and forward to Customer items bearing restrictive legends or endorsements (e.g., "paid in full," "final payment" or words of similar meaning). Bank will use a standard endorsement that will be considered Customer's payee endorsement.

3.3.4 Transaction totals are captured and balanced against individual check totals generated and with the Coupon (if applicable) supplied by Customer's client. Full check MICR line capture is supported during the capture process. Once balanced, transactions are released for deposit processing.

3.3.5 As part of the Services, wholesale payments will be imaged, and such payments may be re-associated with the Coupon (if enclosed), to the extent set forth in the Services' Setup Form(s).

4. Deposit Processing.

4.1 Bank prepares items for deposit into Customer's Designated Account. These deposited items are memo posted throughout the Business Day and reflect the

amount of items processed. The credit and collection of these items are subject to the terms and conditions of the Account Agreement.

4.2 Bank reserves the right to not process any item received for deposit if Bank decides not to handle that item. If Bank makes this decision, Bank will forward the item to Customer for further handling.

4.3 Transactions processed after Bank's cut-off time or during a non-Business Day will be credited on the next Business Day, as set forth in the Services' Setup Form(s).

5. Insufficient Funds and Returned Items.

5.1 Bank may deduct the amount of an item deposited to the Designated Account or other Account if Bank receives notice that the item has not been paid and has been returned. Returned items are processed in accordance with the Services' Setup Form(s). Returned items that are not re-deposited, or that have been returned a second time, will be debited from the Designated Account or another Account at Bank, as set forth in the Services' Setup Form(s), even if Bank could have made a claim for reimbursement on the item from the bank on which the item was drawn or from another bank. Bank may charge an item against the Designated Account or other Account even if the charge results in an overdraft.

5.2 Bank may incur losses or expenses due to a delay in returning an unpaid item if the item's endorsement is obscured by other material on the back of the item. If an item is issued with material on the back (for example, a carbon band), Customer agrees to indemnify Bank against any related losses and expenses, including any finance charges, legal fees and court costs incurred in Bank's attempt to receive payment on the item.

6. Remittance Reporting.

6.1 **Remittance Package.** At the end of each Business Day on which Customer has Lockbox activity, Bank may send a remittance package with contents as selected in the Services' Setup Form(s).

6.2 **CD-ROM.** Bank may create a CD-ROM of images of processed checks and remittance detail, at Customer's request, on a daily, weekly, or monthly basis. If the documents are unable to be imaged, Bank reserves the right to forego scanning and forward the original documents to Customer. Bank has no liability for illegible images created from a damaged or illegible original document, and such original document will be forwarded to Customer, if requested, assuming that such original has not yet been destroyed.

6.3 Electronic Transmission.

6.3.1 Subject to the terms and conditions of and in accordance with Bank's Appendix for Data Transmission Services, remittance data will be

transmitted to Customer electronically at such time(s) as selected in the Services' Setup Form(s).

6.3.2 Retail Lockbox. As applicable, the optical character recognition ("OCR") scan line is captured from a retail remittance Coupon with check digit validation (when supplied on the Coupon), as outlined in the Services' Setup Form(s). Bank will provide scan line requirements for this purpose. Bank may accommodate additional fields by mutual agreement and designation in the Services' Setup Form(s). Bank may provide a daily file of retail payments formatted to interface with Customer's accounts payable system.

6.3.3 Wholesale Lockbox. As applicable, information is taken from the wholesale remittance Coupon together with payment information, as outlined in the Services' Setup Form(s), to create a data transmission of receivables information.

6.3.4 Reporting fields will be determined based on Customer's capture specifications and available fields or information on the Coupon, as set forth in the Setup Form(s). All Customer requests for re-transmission of a failed transmission should occur within one (1) Business Day of the originally scheduled transmission.

6.4 Web Access.

6.4.1 As may be made available by Bank from time to time, Customer may use a Web-based service to access a variety of reporting options for the Services ("Web Access"), including reporting of deposits, images of Lockbox Items, and online review of deposit details subject to pre-established data entry fields. Information is available for review by Customer as the Lockbox Items are processed.

6.4.2 A user guide and procedures shall be provided to Customer as well as hardware requirements. Customer agrees not to use Web Access in connection with any activity other than those permitted by this Appendix, unless Bank provides prior written approval. Customer shall use Web Access solely for the purposes described in this Appendix. When Bank uses Web Access, Customer accepts the *Terms of Use* for Web Access, as posted on Web Access pages from time to time, and all selected features and functions of the modules on Web Access.

6.4.3 Bank shall use commercially reasonable efforts to notify Customer promptly of any system interruption, and notify Customer in advance of any update releases or other permitted changes that may reasonably be expected to affect Customer. Bank may make available to Customer new service releases and enhancements from time to time.

6.4.4 Bank offers its general security system capabilities to protect the integrity of the account transaction and remittance information. If a password, PIN, or other security device or identifier is used

in connection with Web Access, Customer is responsible for the safekeeping of that device or identifier. Customer shall not disclose the security device or identifier to any unauthorized individual. Bank will establish for Customer a log-on ID ("user ID"). Customer will establish a unique password. Bank recommends that Customer change its password periodically. Customer agrees to notify Bank immediately if Customer becomes aware of: (i) any loss or theft of Customer's user ID and/or password; or (ii) any unauthorized use of Customer's user ID and/or password. Within established security procedures, Bank will be responsible for: (i) restricting Web Access to valid user IDs/passwords, (ii) restricting access to customer information only to valid user IDs/passwords assigned to such user, and (iii) properly acting upon instructions and communications associated with a valid user ID/password assigned to a specific user. Bank may provide optional security features to include such features as passwords that expire at pre-established time periods or restrict log-on user ID to certain times in the day. Bank may cancel any user ID/password if Bank has reason to suspect improper use. Prior to cancellation, Bank shall confer with Customer, unless in Bank's reasonable opinion it would be impracticable or imprudent to do so.

7. Retail Lockbox Remittance Document Testing.

Customer and Bank understand and agree that the Services are dependent on the successful testing and pre-approval by Bank of Customer's remittance documents. Customer agrees that it will not change, in any respect, any remittance document or its contents without thirty (30) days' minimum prior written notification to Bank, and subsequent acceptance, testing, and approval by Bank. Bank reserves the right to test Customer's remittance documents from time to time to assess poor quality Coupons that may require manual processing by Bank. All custom, non-standard assessment, testing and review, and any required custom handling, may be subject to additional Bank fees.

8. Liability. Remittance processing is a highly automated service, and Bank uses commercially reasonable efforts to process items. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement and the Account Agreement.

9. Termination of this Appendix. In the event that Customer terminates the Services, Bank may forward mail from a closed Lockbox to the address designated by Customer, in writing, for a period of ninety (90) calendar days. Bank charges apply and are payable in advance of Bank providing such forwarding service. If Customer does not select forwarding service, mail will be returned to sender. Customer understands that PO Box numbers may not be transferable, as the PO Box may be issued within Bank's unique zip code, and, therefore, must be retired.

10. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies

available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such

time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.



APPENDIX VIII

TD DIGITAL EXPRESS SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Digital Express Services (the "Services") made available to Customer by Bank. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Services. The Services provide Customer with an Internet-based system designed to expedite check depositing services by enabling Customer to use check conversion technology to submit to Bank, for deposit to Customer's Account(s), electronic check images and associated information ("Check Images") in lieu of the original checks from which such Check Images were obtained. These Services are provided in accordance with the *Check Clearing for the 21st Century Act* ("Check 21").

2. Hardware Requirements.

2.1 In order to use the Services, Customer must utilize certain Bank-approved image/scanner hardware (the "Hardware"). Customer must either (a) have or obtain the Hardware, as approved by Bank ("Customer Hardware"), or (b) utilize Hardware provided by Bank ("Bank Hardware"). Customer must also have a Computer as outlined in the Cash Management Master Agreement, as Bank may specify and approve from time to time.

2.2 If Customer elects option (a), Customer Hardware, Customer is solely responsible for the purchase, maintenance, performance and adequacy of Customer Hardware. Bank makes no representations or warranties concerning, and has no responsibility or liability for, Customer Hardware or its use with the Services. Bank shall have no liability or responsibility whatsoever for errors, including but not limited to processing or transmission errors, resulting from any Check Images transmitted by Customer using Customer Hardware.

2.3 If Customer elects option (b), Bank Hardware, Customer agrees as follows:

(i) Bank will retain ownership of Bank Hardware provided by Bank for use with the Services.

(ii) Customer will not use Bank Hardware in connection with any remote check deposit service offered by any other financial institution other than Bank.

(iii) Customer acknowledges that Bank did not manufacture Bank Hardware and has provided the same to Customer on an "AS IS" basis, and warrants only that, upon delivery, Bank Hardware will conform to Bank's then current applicable standards for use of the Services. Bank Hardware is provided to Customer with a standard

manufacturer's warranty. Customer shall thereafter be responsible for purchasing any and all additional manufacturer warranty period(s) beyond the standard warranty, as may be made available by the manufacturer, for complying with all manufacturer recommendations for preventive maintenance, or for repairing or replacing Bank Hardware.

(iv) Customer shall bear the entire risk of loss, theft, damage or destruction of Bank Hardware from the date of receipt until return shipment to a Bank branch or shipped postage-paid to Bank. Such loss, damage or destruction of Bank Hardware shall not relieve Customer of the obligation to make payments or to comply with any other obligation under this Appendix.

(v) Upon termination of this Appendix by either party for any reason, Customer shall return Bank Hardware in the same condition as when originally provided to Customer, except for ordinary wear and tear resulting from proper use. Bank Hardware shall be packed for proper return shipment to such place as Bank shall specify. In the event Bank Hardware has not been returned within fifteen (15) Business Days of termination of this Appendix, Customer shall make payment to Bank in an amount equivalent to the depreciated value for Bank Hardware. Where agreed to by Bank in its sole discretion, Customer may purchase Bank Hardware from Bank, subject to the terms and conditions of Bank's bill of sale or similar agreement.

3. Check Images; Image Replacement Documents.

3.1 Customer may use the Services to deposit original paper checks using the Hardware to scan, capture and submit Check Images to Bank through the Services' Internet site ("Services Site"). Eligible items for deposit include original checks that Customer has received for payment or deposit, and obligations of financial institutions (travelers' checks, cashier checks, official checks, and money orders).

3.1.1 The following check types are *not eligible* for use with and may not be processed using the Services:

(i) Checks drawn on banking institutions outside the U.S. or in currencies other than U.S. Dollars;

(ii) Irregular checks (e.g., where the numerical and written amounts are different);

- (iii) Previously-returned checks;
- (iv) Checks payable to or in cash;
- (v) Checks exceeding any Customer transaction or file limits as Bank may establish from time to time; and
- (vi) Checks that are postdated or more than six (6) months old.

3.1.2 The following check types are *restricted* for use with and may only be processed using the Services with prior approval by Bank (as further described below):

- (i) Checks payable to a third party (rather than to Customer) (hereinafter “Third Party Checks”); and
- (ii) Remotely-created checks (or remotely created payment orders deposited into or cleared through the check clearing system) (hereinafter, collectively referred to simply as “remotely-created checks” unless otherwise expressly specified).

Notwithstanding the foregoing, under no circumstances may Customer use the Services to deposit any check types that Customer is banned or prohibited from using or accepting under applicable law, including, by way of example only, the use or acceptance by sellers and telemarketers of remotely created payment orders (which include remotely-created checks) as defined and described in the Federal Trade Commission’s Telemarketing Sales Rule.

3.2 Third Party Checks. Customer shall request approval from Bank prior to any use of the Services to process Third Party Checks, which permission Bank may grant or refuse in its sole and exclusive discretion. Such use of the Services and the scope of permitted Third Party Checks may be limited or restricted by Bank in its sole and exclusive discretion, including without limitation to those Third Party Checks that have been properly endorsed over to Customer as further described below.

3.2.1 If approved to use the Services to process Third Party Checks, Customer shall make the following additional representations and warranties upon each delivery to Bank of an Electronic File (as defined below) containing Third Party Checks:

- (i) All endorsement(s) on the original Third Party Checks are legible, genuine and accurate;

Customer has instituted procedures to ensure that each original Third Party Check was authorized by the drawer in the amount stated on the original Third Party Check and to the payee(s) stated on the original Third Party Check;

Each Third Party Check contains all endorsements applied by the prior payee(s) stated on the original Third Party Check and has been properly endorsed by such payee(s) for payment over to Customer;

Customer is authorized to enforce each Third Party Check that is transmitted to Bank using the Services, and Customer is authorized to obtain payment of and each Third Party Check is properly payable to and enforceable by Customer;

Consistent with the terms of this Appendix as well as the Account Agreement, if a Third Party Check is returned, Customer owes Bank the amount of the Third Party Check, regardless of when the Third Party Check is returned. Bank may withdraw funds from Customer’s Account to pay the amount owed to Bank, and if there are insufficient funds in Customer’s Account, Customer will owe the remaining balance; and

Except where otherwise provided, all other provisions of this Appendix shall apply to Third Party Checks and to Customer’s use of the Services in conjunction with Third Party Checks.

3.3 Remotely-Created Checks. A remotely-created check, unlike a typical check or draft, is not created by the paying or drawer bank and does not contain the signature of the account-holder (or a signature purporting to be the signature of the account-holder). In place of a signature, the check generally has a statement that the account-holder authorized the check or has the account-holder’s name typed or printed on the signature line. Customer shall request approval from Bank prior to any use of the Services to process remotely-created checks, which permission Bank may grant or refuse in its sole and exclusive discretion. Such use of the Services and the scope of permitted remotely-created checks may be limited or restricted by Bank in its sole and exclusive discretion, and/or by applicable law.

3.3.1 If approved to use the Services to process remotely-created checks, Customer shall be deemed to make the following additional representations and warranties upon each delivery to Bank of an Electronic File containing remotely-created checks:

- (i) Customer has received express and verifiable authorization to create the check in the amount and to the payee that appears on the check;

- (ii) Customer will maintain proof of the authorization for at least two (2) years from the date of the authorization, and supply Bank with such proof, if Bank requests it, within five (5) Business Days of the request; and

- (iii) Consistent with the terms of this Appendix as well as the Account Agreement, if a remotely-created check is returned, Customer owes Bank the amount of the check, regardless of when the check is returned. Bank may withdraw funds from Customer’s Account to pay the amount owed to Bank, and if there are insufficient funds in Customer’s Account, Customer will owe the remaining balance.

- (iv) All other provisions of this Appendix shall apply to remotely-created checks and to Customer’s use of the Services in conjunction with remotely-created checks.

3.3.2 Customer agrees to operate in accordance with applicable laws and regulations regarding remotely-created checks, including but not limited to, Regulation CC and applicable warranties, the Uniform Commercial Code and applicable warranties, the Bank

Secrecy Act, USA Patriot Act, and the Federal Trade Commission Telemarketing Sales Rule, as the same may be amended from time to time. Without limiting the foregoing, Customer represents, warrants and covenants that it will not use the Services to deposit any check types that Customer is banned or prohibited from using or accepting under applicable law.

3.4 If at any time Bank believes that Customer's use of the Services to deposit Third Party Checks and/or remotely-created checks may create a risk of financial loss or otherwise result in unacceptable exposure to Bank, including but not limited to unacceptable rates of returned items, or may be subject to or otherwise involve irregular, unauthorized, fraudulent or illegal activity, Bank may, at its sole discretion, immediately and without prior notice to Customer, suspend or terminate Customer's use of the Services, and/or Customer's use in conjunction with Third Party Checks and/or remotely-created checks, in addition to but not in lieu of all other rights and remedies available to Bank under this Appendix and the Agreement.

3.5 Customer shall enter check information into the Services Site, imaging the front and the back of each paper check and capturing the information contained in the MICR line of the paper check. Customer shall review each Check Image for clarity to ensure that the item is legible and can be reproduced as an Image Replacement Document ("IRD(s)" or "Substitute Check(s)"). Using the Services, an electronic file will be created ("Electronic File") that contains electronic information relating to and converted from the paper checks that have otherwise been truncated or removed from the forward collection and payment process (each an "Electronic Item"). To ensure accuracy, Customer shall balance the dollar total of each deposit to the sum of the Electronic Items prior to transmitting the Electronic File to Bank.

3.6 Customer authorizes and agrees that Bank may, in conjunction with and via the Services, add the image of an endorsement, an electronic endorsement or a "virtual endorsement" for Customer to the Check Image of any check or item deposited under the terms of this Appendix, and that such endorsement shall be legally enforceable against Customer even though the endorsement did not appear and was not placed on the original paper check or item. In the event Bank does supply a virtual or similar endorsement, Bank may instruct Customer not to otherwise endorse the check or item so as to minimize any conflict with the legibility of the virtual endorsement.

3.7 Customer shall determine that the Electronic File has been received based on the confirmation page of the Services Site. Bank will indicate acceptance of the transactions and any transactions rejected by the Services on the Services Site. Customer shall process any rejected transactions as paper checks through the normal paper check deposit process.

3.8 Customer shall enter the dollar amount of a paper check(s), along with any other optional information that Customer would like retained by the

Services Site. The Services Site provides for reports and exporting of the information that has been entered.

3.9 Bank shall electronically deliver to Customer, through the Services Site, a confirmation of receipt for each deposit submitted, and the deposit shall be considered received by Bank when such confirmation is delivered to Customer. Deposits received via the Service by 9:00 p.m. Eastern Time on any Business Day or at any time on any Calendar Day that is not a Business Day will be posted to Customer's Account on the same Business Day, with next Business Day availability of deposits based on Bank's Account Agreement. Bank reserves the right to reject any single Check Image or group of Check Images for any reason, before or after delivery of confirmation of receipt.

3.10 Customer acknowledges and agrees that in the event any deposited item converted to a Check Image is returned for any reason (for example, non-sufficient funds), Bank may return the item to Customer by delivery of either a Substitute Check or the Check Image, including all return information. Return items will be handled in the same manner as check deposits in accordance with the Account Agreement.

4. Customer Responsibilities and Obligations.

4.1 Customer represents, warrants and covenants that after truncation of an original check, Customer shall safeguard the Electronic Items and original checks identified in any Electronic File previously sent to Bank in order to ensure that such original checks and Electronic Items: (i) shall not be submitted for deposit with Bank or any other financial institution, except in accordance with the terms and conditions of this Appendix related to un-processable Electronic Items and (ii) shall not be transferred for value to any other person or other entity. As an additional security control, Customer shall ensure that the front of each original check is properly marked with wording or other marking in order to reflect that the deposit has been sent for processing.

4.2 Upon receipt of any transmitted Electronic File, Bank shall be the lawful owner of such Electronic File and each Electronic Item with respect to original checks imaged in that Electronic File. Customer shall retain all original checks truncated pursuant to this Appendix for a period of thirty (30) Calendar Days in a manner that is mutually agreed upon between the parties hereto. However, for accounting, auditing and other legal purposes, Customer may keep electronic records regarding its receipt and deposit of such checks, provided such internal electronic records cannot be used to generate duplicate Electronic Files for purposes of depositing and presenting such checks for payment.

4.3 Customer shall deliver promptly to Bank, upon its request, the original check if a request is made within the retention period provided above, or Substitute Check or Sufficient Copy thereof, for each Electronic Item created by Customer. The term "Sufficient Copy" means a copy of an original check that accurately represents all of the information on the front and back of the original check as of

the time the original check was truncated or is otherwise sufficient to determine whether or not a claim is valid.

4.4 Customer shall not create at any time an Electronic File under this Appendix or otherwise use the Services to capture or maintain tax identification numbers or non-public personal information of any third-party from whom Customer has received an original check for payment or deposit or which Customer has selected for truncation.

4.5 Customer agrees to abide by all federal and state laws, and rules and regulations applicable to banking transactions.

4.6 If Bank receives a returned item for a check deposited by Customer after Customer has terminated this Appendix, then Customer agrees that Bank may debit Customer's Account, or if such Account has been closed by Customer, Bank will send a request for payment to Customer, and Customer agrees to pay Bank within a commercially reasonable period of time.

4.7 Customer agrees to have controls in place to ensure that the Services, including the Hardware and checks processed through the Hardware, are properly safeguarded and stored in accordance with the timeframe set forth in Section 4.2 above and in a secure location, under effective control, in order to safeguard against unauthorized access and use. Customer shall ensure that all such checks are thereafter destroyed by a cross-shredder, and/or pulped or otherwise destroyed in such a manner that does not permit recovery, reconstruction or future use of the checks. Customer agrees that it will not simply throw out such paper checks with other classes of records or with miscellaneous trash. Customer agrees to be responsible for all damages resulting from lack of proper controls over processed checks.

4.8 Customer shall notify Bank of any interruptions in, delay or unavailability of, or errors caused by the Services immediately upon discovery thereof. Notwithstanding the foregoing, in the case of any error caused by the Services and subject to Section 11 of the parties' Cash Management Master Agreement, Customer shall provide such notice within thirty (30) Calendar Days of the date of the earliest notice to Customer which reflects the error. Failure of Customer to provide such notice to Bank shall relieve Bank of any liability or responsibility for such error, omission or discrepancy.

5. Customer Warranties, Covenants. Customer makes the following representations, warranties and covenants as of the effective date of this Appendix and upon each delivery of an Electronic File to Bank:

5.1 An Electronic File may include an electronic representation of a Substitute Check. Customer shall redeposit a returned original check or a returned Electronic Item by delivering the same to any Bank branch location. A returned original check or returned Electronic Item may not be re-submitted by Customer using the Services. Customer may only use the Services to re-submit an IRD or Substitute Check that has been returned to Customer for non-sufficient funds.

5.2 With respect to each Electronic Item in any Electronic File delivered to Bank, the Electronic Item

accurately represents all of the information on the front and back of the original check as of the time that the original check was created by the payor; contains all required and valid endorsements; replicates the MICR line of the original check; and meets all FRB standards of and technical requirements for sending Electronic Items to any as set forth in the applicable FRB operating circular, or as established by the American National Standards Institute ("ANSI") or any other regulatory agency, clearing house or association. Specifically, each Electronic Item of each original check shall be of such quality that the following information can clearly be read and understood by sight review of such Electronic Item:

- (i) the amount of the check;
- (ii) the payee of the check;
- (iii) the signature of the payor of the check;
- (iv) the date of the check;
- (v) the check number;
- (vi) the information identifying the payor and the paying bank that is preprinted on the check, including the MICR line; and
- (vii) all other information placed on the original check prior to the time an image of the original check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check.

5.3 Customer shall also ensure that the following information is captured from the MICR line of each original check:

- (i) the American Bankers Association routing transit number ("RTN");
- (ii) the number of the account on which the check is drawn;
- (iii) when encoded, the amount of the check; and
- (iv) when encoded, the auxiliary on-us field (serial number) and the process control field of the check.

5.4 The Electronic Item bears all endorsements, if any, applied by previous parties that handled the check in any form (including the original check, as Substitute Check, or another paper or electronic representation of such original check or Substitute Check) for transfer, forward collection or return.

5.5 Customer is entitled to enforce the original check, or Customer is authorized to obtain payment of the original check on behalf of a person who is either entitled to enforce the original check or is authorized to obtain payment on behalf of a person entitled to enforce the original check.

5.6 Customer will submit financial and/or other additional information to Bank upon request in order for Bank to establish or amend Customer's deposit and file limits as further described in Section 6 and as established by

Bank and communicated to Customer, or to otherwise monitor or audit Customer's use of the Services and compliance with this Appendix. Customer will also notify Bank of any change in transaction volumes or financial condition that may have an effect on this Appendix or Customer's use of the Services.

5.7 Customer shall also request permission from Bank in advance of any change in locations at which the Services are used or change in the physical location or address of any Hardware from its original Bank-approved location or address, which permission Bank may grant or refuse in its sole and exclusive discretion. In addition to but not in lieu of the foregoing, Customer shall request advance permission from Bank prior to using the Services and/or any Hardware outside the continental United States and/or outside of those states (including the District of Columbia) in which Bank operates from time to time. Bank may grant or decline such request in its sole and exclusive discretion and in consideration of applicable law.

5.8 Both Customer and the clients with whom it does business are reputable and are not using Bank as a conduit for money laundering or other illicit purposes.

5.9 None of Customer's transactions to be processed by Bank are prohibited by any applicable law, regulation, order, rule or judgment.

5.10 Customer Electronic Files will not contain viruses that originate from Customer's Computer, in accordance with the requirements of Section 7 of the Cash Management Master Agreement.

5.11 None of Customer's employees are a national of a designated blocked country or "Specially Designated National", "Blocked Entity", "Specially Designated Terrorist", "Specially Designated Narcotics Trafficker", or "Foreign Terrorist Organizations" as defined by the United States Office of Foreign Assets Control.

5.12 Customer is responsible for implementing operational controls and risk-monitoring processes, as well as conducting periodic self-assessments of the security of the Services and its processes and practices with regard to use of the Services.

6. Deposit and File Limits. Customer's use of the Services is limited as more particularly described in the Services' Setup Form(s), and as the parties may otherwise agree from time to time. Such limits may include but are not limited to, e.g., maximum total daily dollar amounts; maximum per item dollar amounts; maximum percentage of monthly transactions returned; and maximum number of items to be deposited per day.

7. Administrator(s) and Authorized Users.

7.1 Customer may designate Administrator(s) relative to the Services, as set forth in the Services' Setup Form(s). Customer is solely responsible for designating its Administrator(s). Customer agrees to provide Bank, upon Bank's request, with any certificate or documentation that is acceptable to Bank specifying the name of the person who is authorized to be designated as Administrator(s) from time to time.

7.2 The Administrator(s) may designate other Administrators and/or Authorized Users. Customer accepts as its sole responsibility an Administrator's designation of other Administrators and Authorized Users. Customer understands that the Administrator(s) will control, and Customer authorizes the Administrator(s) to control, access by other Administrator(s) and Authorized Users of the Services through the issuance of passwords. The Administrator(s) may add, change or terminate Customer's Authorized Users from time to time and in his/her sole discretion. Bank does not control access by any of Customer's Authorized Users to any of the Services.

7.3 Customer will require each Administrator and each Authorized User to comply with all provisions of this Appendix and all other applicable agreements. Customer acknowledges and agrees that it is fully responsible for the failure of any Administrator or any Authorized User to so comply.

7.4 Whenever any Authorized User leaves Customer's employ or Customer otherwise revokes the authority of any Authorized User to access or use the Services, Customer must notify the Administrator immediately, and the Administrator is solely responsible for de-activating such Authorized User's password. Whenever an Administrator leaves Customer's employ or Customer otherwise revoke an Administrator's authority to access or use the Services, Customer remains fully responsible for all use of the passwords and the Services.

8. Security Procedures.

8.1 Upon successful enrollment, Customer can access the Services via the Services Site, or any website that Bank may designate from time to time, using the security procedures as described from time to time. Bank will provide Customer with an organizational or User ID that is the electronic identification, in letters and numerals, assigned to Customer by Bank that will be used for log-in by Customer's Administrator(s) and Authorized User(s). Bank will also provide the Administrator(s) initially designated by Customer with an initial individual password to gain access to the Services. The Administrator(s) and Authorized User(s) must change his or her individual password from time to time for security purposes, as prompted by the Services Site, or more frequently.

8.2 Customer acknowledges that Administrator(s) will, and Customer authorizes Administrator(s) to, select other Administrators and Authorized Users by issuing to any person an individual password. Customer further acknowledges that Administrator(s) may, and Customer authorizes Administrator(s) to, change or de-activate the individual password and/or any individual password from time to time and in his or her sole discretion.

8.3 Customer acknowledges that, in addition to the above individual passwords, access to the Services includes, as part of the Access Devices, a multi-factor authentication security procedure at log-in for Customer, including Administrator(s) and Authorized Users.

This additional security procedure involves an additional access code and Computer registration that is in addition to User ID and individual password security (hereinafter "Enhanced Log-in Security").

8.4 Bank does recommend as a commercially reasonable security procedure that Customer implement dual control of the Services, whereby one Authorized User creates, edits, cancels, deletes and restores an Electronic File, and a second different Authorized User reviews the Electronic File prior to it being released.

8.5 Customer accepts as its sole responsibility the selection, use, protection and maintenance of confidentiality of, and access to, the Access Devices. Customer agrees to take reasonable precautions to safeguard the Access Devices and keep them confidential. Customer agrees not to reveal the Access Devices to any unauthorized person. Customer further agrees to notify Bank immediately if Customer believes that the confidentiality of the Access Devices has been compromised in any manner.

8.6 The Access Devices identify and authenticate Customer (including Administrator(s) and Authorized Users) to Bank when Customer accesses or uses the Services. Customer authorizes Bank to rely on the Access Devices to identify Customer when Customer accesses or uses any of the Services, and as signature authorization for any transaction, transfer or other use of the Services. Customer acknowledges and agrees that Bank is authorized to act on any and all communications or instructions received using the Access Devices, regardless of whether the communications or instructions are authorized. Bank owns the Access Devices, and Customer may not transfer them to any other person or entity. If this Appendix is terminated, Customer's access to the Services will be immediately terminated.

8.7 Customer acknowledges and agrees that the Access Devices and other security procedures applicable to Customer's use of the Services are a commercially reasonable method for the purpose of verifying whether any transaction, transfer or other use of the Services was initiated by Customer. Customer agrees to be responsible for any transmission Bank receives through the Services that is processed by Bank in accordance with the security procedures, even if such transmission is not authorized by Customer, including any fraudulent transmission by Customer's employees or agents. Customer agrees that any election Customer may make to change or waive any optional security procedures recommended by Bank is at Customer's risk and that any loss resulting in whole or in part from such change or waiver will be Customer's responsibility. Customer further acknowledges and agrees that the Access Devices are not intended, and that it is commercially reasonable that the Access Devices are not intended, to detect any errors relating to or arising out of a transaction, transfer or any other use of the Services.

8.8 If Customer has reason to believe that any Access Devices have been lost, stolen or used (or may be used) or that a transaction, transfer or other use of the

Services has been or may be made with any Access Devices without Customer's permission, Customer must contact its Administrator. Customer also agrees to provide Bank with immediate notice of any actual or suspected breach in the security of or other unauthorized access to the Services through use of Customer's Computer. Such notice shall include a description of the incident in general terms; a description of the type of information or data related thereto that was the subject of unauthorized access or use; a description of what Customer has done to protect the information or data from further unauthorized access; and a telephone number or other contact information so that Bank can call for further information or inquiry. In no event will Bank be liable for any unauthorized transaction(s) that occurs with any Access Devices.

9. Limitation of Liability. In addition to but not in lieu of the limitations of liability and related provisions contained in the parties' Cash Management Master Agreement, Bank shall have no liability for any error or delay in performing the Services and shall have no liability for not affecting a Check Image, if:

(i) Bank receives actual notice or has reason to believe that Customer has filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;

(ii) The ownership of funds involving a Check Image or Customer's authorized representative's authority to transmit a Check Image is in question;

(iii) Bank suspects a breach of the security procedures;

(iv) Bank suspects that Customer's Account has been used for illegal or fraudulent purposes; or

(v) Bank reasonably believes that a Check Image is prohibited by federal law or regulation, or otherwise so provided in the Appendix.

Further, Bank will not be liable to Customer for any unauthorized actions or fraud initiated or caused by Customer or its employees or agents. Bank will also be excused from failing to transmit or delay in transmitting a Check Image if such transmittal would result in it exceeding any limitation imposed on it by any governmental or regulatory body.

10. Audit Rights and Site Visits; Internal Controls. Bank, its accountants, auditors or agents shall have the right to conduct site visits of Customer, as well as review, inspect and audit, at Bank's expense and with reasonable notice, and at any time as Bank may in good faith deem necessary or reasonable during or after the term of this Appendix, Customer's compliance with the terms of this Appendix, including but not limited to Customer's use of the Services, its Computer and security infrastructure, and the books and records of Customer related to: (i) Customer's activities hereunder and/or (ii) conformance with Customer's obligations hereunder. In addition, Bank reserves the right, in its sole and exclusive discretion, to require Customer to

implement additional internal controls at Customer location(s) where use of the Services occurs and to request information from Customer relative to Customer's security infrastructure. Any review, inspection or audit to be performed by or for Bank pursuant to this Section 10 shall be conducted only during normal business hours, using reasonable care not to cause damage and not to interrupt the normal business operations of Customer.

11. Survival. The provisions of Section 9, as well as Customer's obligation to produce the original of, or a Sufficient Copy of, any item accepted within any deposit upon Bank's request in accordance with Section 4 hereof, and Customer's liability for breach of any representation and/or warranty made in Sections 3, 4 and 5 hereof shall survive termination of this Appendix and/or the Cash Management Master Agreement.

12. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.



APPENDIX IX

TD ACCOUNT RECONCILEMENT SERVICES - FULL

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Account Reconciliation Services – Full (the “Services”) made available to Customer by Bank. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Services. The Services described in this Appendix will assist Customer in reconciling and managing the check and deposit activity in Customer's designated checking Account(s) (“Authorized Accounts”). Use of the Services does not affect any of Customer's obligations, which are described in the Account Agreement, to discover and report unauthorized or missing signatures and endorsements, or alterations on checks drawn on Customer's Accounts.

2. Submission of Data.

2.1 Customer shall have its checks prepared in accordance with Bank specifications, and will supply Bank with twenty-five (25) voided checks to be used for testing. The checks will be tested to ensure the paper stock is of a minimum weight and is encoded with Bank's ABA (routing and transit) number, account number and check number to ensure the readability of the MICR line on Bank's equipment.

2.2 Customer shall send a file to Bank containing information regarding checks that have been issued by Customer (“Check Issue File”) in the format and medium, by the scheduled day(s) and to the place(s) specified by Bank and agreed to by Customer as set forth in the Services' Setup Form(s). The Check Issue File shall include check issue date, check issue amount, payee, stop payments, and voided or cancelled checks, if applicable.

2.3 Prior to implementation of the Services, Customer shall submit to Bank a current, reconciled list of all outstanding checks issued on each Authorized Account one (1) week prior to the implementation of the Services hereunder. Depending on the frequency with which Customer issues checks, Bank reserves the right to require Customer to submit one or more additional lists so that all outstanding, unpaid checks issued on any Authorized Account have been reported to Bank prior to the implementation of the Services hereunder.

2.4 Customer will send to Bank a test file in the format and medium as identified in the Services' Setup

Form(s) to ensure the readability of the Check Issue File on Bank's equipment.

2.5 Customer agrees to receive its paid check data (“Paid Check Data”) from Bank in the specified format and medium, on the scheduled day(s) and at the place(s) specified by Bank and as set forth in the Services' Setup Form(s).

2.6 Prior to receiving a file from Bank containing Customer's Paid Check Data, Customer will be provided with a test file by Bank to ensure the readability of the Paid Check Data, on Customer's equipment. Customer agrees to report any test file failures.

2.7 Bank shall compare each of Customer's paid checks by check number and amount against each Check Issue File received by Bank. Bank does not, and shall not be obligated to, compare any other data (such as payee names) on a presented check with a Check Issue File, even if a Check Issue File contains such other data. Bank may satisfy its obligation hereunder by comparing check numbers and amounts received in Substitute Checks (as defined in the Cash Management Master Agreement) and/or via electronic presentment of checks.

3. Statement of Transactions. Within five (5) Business Days following the scheduled date for reconciliation, as set forth in the Services' Setup Form(s), or receipt of the final Check Issue File for the current reconciliation period as set forth in the Services' Setup Form(s), Bank will provide a fully reconciled report including a listing in check number sequence of all outstanding paid, issued, voided, stopped and cancelled items from the statement schedule. Customer shall review the listing and report any errors as set forth in the Cash Management Master Agreement between Bank and Customer. Customer's use of the Services or Bank's receipt of information associated with the Services does not increase Bank's duties or obligations with respect to Customer's Accounts.

4. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. Bank's liability under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without

limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and

shall remain in full force and effect until termination or such time as a different or amended Full Reconciliation Services Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.

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APPENDIX X

TD ACCOUNT RECONCILEMENT SERVICES - PARTIAL

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Account Reconciliation Services – Partial (the "Services") made available to Customer by Bank. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Services. The Services described in this Appendix will assist Customer in reconciling and managing the check activity in Customer's designated demand deposit account(s) ("Authorized Accounts"). Use of the Services does not affect any of Customer's obligations, which are described in the Account Agreement, to discover and report unauthorized or missing signatures and endorsements, or alterations on checks drawn on Customer's Accounts.

2. Submission of Data.

2.1 The Services allow Customer to periodically receive a file and/or report of paid check data to include paid check date, paid check amount and paid check serial number, in accordance the Services' Setup Form(s) ("Paid Check Data"). Customer shall have its checks prepared in accordance with Bank specifications and will supply Bank with 25 voided checks to be used for testing. The checks will be tested to ensure the paper stock is of a minimum weight and is encoded with Bank's ABA (routing and transit) number, account number and check number to ensure the readability of the MICR line on Bank's equipment.

2.2 Customer agrees to receive Paid Check Data in the specified format and medium, on the scheduled day(s) and at the place(s) specified by Bank and agreed to by Customer as set forth in the Services' Setup Form(s).

2.3 Prior to receiving a Paid Check Data file, Customer will be provided a test file by Bank to ensure the readability of the Paid Check Data on Customer's equipment. Customer agrees to report any test file failures.

2.4 In accordance with Customer's Account schedule, Bank will provide a file of Paid Check Data in accordance with the Services' Setup Form(s) and a paper listing of paid checks, stop payments, missing checks, and paid date. Bank shall report Substitute Checks (as defined in the Cash Management Master Agreement) on the same basis as ordinary checks / items.

3. Statement of Transactions. Within three (3) Business Days following the scheduled date for reconciliation, as set forth in the Services' Setup Form(s), Bank will provide a report including a listing of paid checks, checks that have been identified as stop payments and checks missing in sequence. Customer shall review the listing and report any errors as set forth in the Cash Management Master Agreement between Bank and Customer. Customer's use of the Services or Bank's receipt of information associated with the Services does not increase Bank's duties or obligations with respect to Customer's Accounts.

4. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Partial Reconciliation Services Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.



APPENDIX XII

TD CHECK IMAGING SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Check Imaging Services (the "Services") made available to Customer by Bank. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Services. The Services are designed to provide Customer with images of Customer's paid checks and a file, in Portable Document Format ("PDF"), of the Account statement associated with those checks on an optical compact disc ("CD"). On a predetermined schedule, or per Customer's Account statement cycle, a CD which contains front-and-back images of all Customer checks paid during that period will be mailed to Customer. The CD contains an associated index that is used for the retrieval of the paid check images. Application software, sublicensed to Customer by Bank and installed on Customer's Computer ("Computer Software"), is used to scan the CD and produce images that match the index search criteria entered by Customer. Bank will include images of any Substitute Checks (as defined in the parties' Cash Management Master Agreement) and/or reconstituted electronic images on the CD. Bank may also provide Customer with images of Customer's deposited checks (front and back) and deposit tickets as part of the Services, subject to Bank's prior approval.

2. Software; Hardware. In addition to but not in lieu of the terms and conditions contained in the parties' Cash Management Master Agreement regarding software and Customer's Computer, the following shall also apply:

2.1 The Computer Software (and associated license agreement(s) or terms) will be included with each CD mailed to Customer. Customer may be provided with additional Computer Software, or with software to be placed on Customer's network ("Network Software") in conjunction with the Services. The Services are contingent upon the successful installation of the Computer Software and any Network Software (collectively, the "Services' Software") by Customer.

2.2 A user manual will be provided to Customer which outlines the hardware and Services' Software requirements, as well as specific Customer instructions for use of the Services. Customer shall be solely responsible, at Customer's expense, for obtaining any and all requisite hardware and software, in addition to the Services' Software, for proper utilization of the CD and for repairing, servicing, and maintaining any and all such hardware.

2.3 Customer understands and acknowledges that the Services' Software is not the property of Customer. Customer acknowledges that Customer has, and shall have, no right, title, or interest in or to the Services' Software, except the perpetual license and right to use the Services' Software for the purposes described herein and in accordance with the terms of all license agreements and other documents provided to Customer by Bank. Customer further acknowledges that Customer has, and shall have, no right to copy, transfer, alter, modify, reverse compile, reproduce in any manner or convey in any manner, any part or all of the Services' Software.

2.4 Bank shall have the right to modify, correct, enhance or issue replacement Services' Software from time to time at its sole discretion. Customer shall immediately update the Services' Software with any requisite changes upon notice thereof from Bank.

3. CD Issuance.

3.1 Bank will use reasonable efforts to produce and mail a CD to Customer within five (5) Business Days after the predetermined schedule or end of the Account statement cycle (the "Cycle Cut-Off Period"). Bank will use reasonable efforts to produce a replacement CD within five (5) Business Days of receipt of notice from Customer should the CD be lost or deficient.

3.2 **Maximum Time Period for Replacement.** Customer acknowledges and understands that Bank may not be able to produce or replace a CD after one hundred twenty (120) days have elapsed from the end of the respective Cycle Cut-Off Period.

4. No Warranty. In addition to but not in lieu of the terms and conditions contained in the parties' Cash Management Master Agreement regarding disclaimer of warranties, BANK FURTHER DISCLAIMS ANY IMPLIED WARRANTY OF DURABILITY OF THE IMAGES OF CHECKS IMAGED IN CONNECTION WITH THE SERVICES.

5. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or

limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such

time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.

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APPENDIX XIII

TD ZERO BALANCE ACCOUNT SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Zero Balance Account Services (the "Services") made available to Customer by Bank. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Services. The Services described in this Appendix permit Customer to maintain a zero or other pre-selected target balance in certain secondary or sub-accounts that are associated with a primary commercial checking account, all as further described below.

1.1 Customer will designate a primary checking Account (the "ZBA Parent Account"), and one or more secondary Accounts (the "ZBA Sub-Accounts") to be associated with the Services, as set forth in the Services' Setup Form(s).

1.2 Through the Services, Customer authorizes Bank to transfer funds between the ZBA Parent Account and ZBA Sub-Accounts in order to bring the respective balances of the ZBA Sub-Account(s) to the pre-selected target balance(s), as set forth in the Services' Setup Form(s).

1.3 Customer may select a target balance for each Sub-Account in the amount of \$0 or a pre-defined collected or ledger balance amount.

1.4 After posting all debits and credits to the ZBA Sub-Accounts each Business Day, each ZBA Sub-Account's balance in excess of the target balance, including both collected and uncollected balances, will be transferred automatically to the ZBA Parent Account, unless Customer elects to transfer collected balances only.

1.5 In the event that, after posting of all debits and credits to the ZBA Sub-Accounts each Business Day, the balance in any ZBA Sub-Account is less than the target balance, sufficient funds from the ZBA Parent Account will, to the extent available, be transferred to the ZBA Sub-Account to reach the target balance.

1.6 Bank is under no obligation to transfer funds to any one or more ZBA Sub-Accounts to the extent

that such transfer(s) would cause an overdraft of collected balances in the ZBA Parent Account. Bank may, in its sole discretion, determine the priority in which funds from the ZBA Parent Account are applied to ZBA Sub-Account(s).

1.7 Customer agrees that Bank is not acting as a fiduciary with respect to funds in either the ZBA Parent Account or in any ZBA Sub-Account.

1.8 If any of the ZBA Sub-Accounts are owned by an Affiliate of Customer, then: (1) Customer represents and warrants it has all necessary power and authority to transfer funds into and out of such ZBA Sub-Account(s), and (2) Customer will indemnify Bank from any claim by any owner(s) of such ZBA Sub-Account(s) or any third party with respect to a transfer into or out of such ZBA Sub-Account(s).

2. Termination; Effectiveness.

2.1 The parties may terminate this Appendix and/or the Services in accordance with the terms and conditions of the Cash Management Master Agreement. This Appendix and associated Services shall automatically and immediately terminate if the ZBA Parent Account and/or the ZBA Sub-Account(s) are closed.

2.2 Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.



APPENDIX XIV

TD CURRENCY SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Currency Services (the "Services") made available to Customer by Bank or Bank's third-party service provider. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Services. The Services described in this Appendix provide Customer with (1) money room cash and check deposit processing, as described in further detail below, including: counting, validating, posting and adjustments to Customer's Account, and (2) cash disbursement orders, as described in further detail below, including: packaging of coin and currency orders and debiting of Customer's Account.

2. Money Room Cash and Check Deposits.

2.1 With respect to money room cash and check deposit processing services, Customer shall directly engage and execute an agreement between Customer and an armored carrier company ("Armored Carrier") that is on Bank's approved list of Armored Carriers. Customer will disclose to Bank its chosen Armored Carrier and provide Bank with a copy of Customer's agreement with the Armored Carrier (hereinafter the "Armored Carrier Agreement") upon Bank's request. Customer will arrange for the Armored Carrier to retrieve and transport all U.S. or Canadian (the latter being subject to Bank's pre-approval and acceptance in limited geographic areas only) coin and currency ("Cash Deposits") and checks ("Check Deposits") (collectively, the "Deposits") from certain of Customer's locations. Bank will designate a Bank money room processing location (each a "Cash Processing Center") to which Armored Carrier shall deliver Customer's Cash Deposits. Customer will inform Bank of any requested changes to these arrangements. Customer will prepare all Deposits in accordance with Bank's Deposit Preparation Guidelines to ensure accurate and timely credit. Bank will provide Customer with a copy of Bank's Deposit Preparation Guidelines.

2.2 At the time of pick-up of the Deposits, the Armored Carrier will sign-off on a log that is maintained at Customer's location(s) which indicates the date, time and bar code for each plastic bag associated with the Deposits. The Armored Carrier will transport the Deposits to Customer's Bank-designated Cash Processing Center in the same condition as they were received. The Cash Processing Center will count all Cash Deposits and record the total amount of funds to be credited on Bank's books and records

as a Cash Deposit to Customer's Account(s). To the extent the Deposits include Check Deposits, Bank shall arrange for transport of those Check Deposits to a Bank-designated Bank check processing location (each a "Check Processing Center").

2.3 In accordance with the Bank's Deposit Preparation Guidelines, Cash Deposits shall be prepared separately from Check Deposits and bundled separately by Customer for pick-up by Customer's Armored Carrier and delivery to Bank's Cash Processing Center.

2.4 Bank will provide Customer with same-Business-Day provisional credit for Cash Deposits received from the Armored Carrier by the Bank-designated Cash Processing Center in accordance with the Cash Processing Center's cut-off time of 6:00 pm. ET. Bank is not responsible if Customer's Armored Carrier does not deliver to the Bank-designated Cash Processing Center in time to meet the same-Business-Day provisional credit cut-off time. Credit may not be issued same-Business-Day if the Deposits are not prepared in accordance with Bank's Deposit Preparation Guidelines. Deposits remain the sole and exclusive property of Customer until Customer's Armored Carrier has delivered the Deposits to Bank's Cash Processing Center. Bank will not be responsible for any loss, theft, damage or destruction of the Deposits upon Customer's Armored Carrier pick-up of the Deposits until delivery to Bank's Cash Processing Center.

2.5 Customer acknowledges and agrees that it may only use the Services in connection with deposits to its own Account(s) with Bank. Customer agrees that no third parties, including employees of Customer, may use the Services for deposits to accounts other than Customer's Account(s). Without limiting the foregoing, should Customer permit any such third party usage, Customer agrees to defend, indemnify and hold Bank harmless from any claims by such third parties, including, but not limited to, those arising from the loss, damage or alteration of the third party deposit(s).

3. Currency Requisitions.

3.1 Customer may initiate a request for coin and currency (a "Cash Order") via a Bank-designated Cash

Processing Center's automated touchtone system, or, by special arrangement with Bank only, via Bank's local branch office(s). Cash Orders via Bank's automated touchtone system shall be initiated by Customer using its Bank-issued User ID and personal identification number ("PIN"). The ordering deadline for Cash Orders on a Business Day for delivery the following Business Day varies by Cash Processing Center. Cash Orders must be made by the designated Cash Processing Center's ordering deadline on a Business Day for the Armored Carrier's pick-up on the following Business Day.

3.2 For Cash Orders placed by Customer in accordance with this Section 3, Bank will fulfill Customer's Cash Order and debit Customer's Account on the Business Day prior to the Business Day for pick-up by Customer's Armored Carrier. Cash Orders on a Customer Account with insufficient funds may not be processed, in Bank's sole and exclusive discretion. Cash remains the sole and exclusive property of Bank until Customer's Armored Carrier signs the Bank-designated Cash Processing Center's manifest confirming Customer's Armored Carrier's pick-up of the Cash Order. Bank will not be responsible for any loss, theft, damage or destruction of the Cash Order upon Customer's Armored Carrier signing the Cash Processing Center's manifest confirming the Armored Carrier's pick-up of the Cash Order.

4. Armored Carrier as Customer's Authorized Agent and Independent Service Provider.

4.1 Customer represents and warrants that its Armored Carrier is acting as Customer's duly authorized agent at all times when interacting with Bank as described in this Appendix. Customer authorizes Bank to rely upon that authorization when interacting with Customer's Armored Carrier. Customer agrees that Bank's reliance on the foregoing when interacting with Customer's Armored Carrier shall be deemed reasonable, and further agrees to defend, indemnify, and hold Bank harmless from any and all claims, demands, damages, and liabilities (including reasonable attorneys' fees and expenses) directly or indirectly arising out of or incurred by reason of the Armored Carrier interacting with Bank as an agent for Customer.

4.2 Customer acknowledges and agrees that (i) Bank does not own or control the Armored Carrier; (ii) the Armored Carrier retains the discretion to determine what customers and geographic areas it will serve and maintains the ultimate responsibility for scheduling, movement and routing; (iii) the Armored Carrier acts as Customer's exclusive agent when Deposits are in transit and is responsible for the Deposits during transit; and (iv) the Armored Carrier is responsible for maintaining adequate insurance covering theft, employee fidelity and other in-transit losses. Bank is not and shall not be considered an insurer of any Deposits or other property placed with or under or in the possession, care, custody and/or control of the Armored Carrier. Deposits delivered by Customer to the Armored Carrier will be deemed deposited only when delivered to Bank and credited to Customer's Account as described in this Appendix.

5. Disputes Regarding Validity of Instructions; Deliveries.

5.1 Customer agrees that any and all disputes, claims, controversies, or causes of action that it may have now or in the future that are or may be directly or indirectly related to either (a) the legitimacy, accuracy, or timeliness of arrival of any Deposits to the Bank-designated Cash Processing Center, or (b) the pick-up of Cash Orders by Customer's Armored Carrier from the Bank-designated Cash Processing Center, shall be solely and exclusively between the Armored Carrier and Customer. Customer agrees that Bank shall be held harmless and excluded from any and all such matters.

5.2 Customer further agrees that Bank may make any and all adjustments to amounts deposited to or withdrawn from Customer's Account(s) if, subsequent to receipt and/or processing of a Deposit or a Cash Order, Bank discovers or becomes aware of a discrepancy, error in or omission from such Deposit or Cash Order. The parties understand and agree, however, that this right of correction and adjustment shall be at Bank's sole and exclusive discretion and shall not create any obligation or duty of Bank to examine, inspect, scrutinize or question any Deposit or Cash Order it receives from Customer or its Armored Carrier.

6. **Adjustments to Cash Order(s).** Customer will verify each Cash Order within twenty-four (24) hours of its receipt. In the event Customer believes there is a discrepancy with a delivery of a Cash Order, Customer must send a written notice of discrepancy to Bank no later than ten (10) Business Days after Customer's receipt of the Cash Order. The written notice shall be on Customer's letterhead, signed by an Authorized Signer on the Account, and shall describe the discrepancy and request research and resolution of the discrepancy. Customer should include originals of any currency straps involved, and copies of any and all Bank materials provided with the Cash Order delivery. If Customer fails to notify Bank within such time period, and Bank is required to adjust Customer's Account, Bank will not pay interest to Customer on the amount of the adjustment.

7. **Adjustments to Check Deposits and Cash Deposits.** Bank shall also have the right to make any and all adjustments to the amount to be credited to Customer's Account(s) as a Check Deposit or Cash Deposit if, subsequent to Bank's receipt and/or processing, Bank discovers or becomes aware of a discrepancy, error or omission in the Deposit.

8. **Availability of Deposits.** Customer understands and agrees that the availability for withdrawal, including for the fulfillment of any Cash Order(s), of any deposit of Cash Deposits or Check Deposits, shall be governed by the funds availability provisions of this Appendix and the Account Agreement, as the same may be amended from time to time.

9. **Additional Customer Warranties.** In addition to

the other warranties in this Appendix and the Cash Management Master Agreement, Customer represents and warrants that: (a) Customer will obtain the right from the Armored Carrier to provide a copy of the Armored Carrier Agreement to Bank; (b) Customer has given all necessary consents and approvals to the Armored Carrier allowing the Armored Carrier to provide Bank with the Deposits; (c) Customer and/or the Armored Carrier as Customer's agent shall safeguard the currency until it is physically delivered to Bank or Bank's agent; and (d) Customer will immediately notify Bank, and Customer will cause the Armored Carrier to immediately notify Bank, if there has been any breach of security related to the Armored Carrier activities hereunder or otherwise in conjunction with Customer's use of the Services.

10. Customer Request for Investigations. In addition to and not in lieu of Customer's obligations under this Appendix, the Cash Management Master Agreement or the Account Agreement, Customer may submit a written notice to Bank requesting an investigation of any loss, discrepancy or dispute relating to the performance and delivery of the Services. Customer agrees to provide such notice to Bank within thirty (30) Calendar Days of the event giving rise to the loss, discrepancy or dispute. Customer agrees to

cooperate fully, and cause its employees, agents, officers and contractors to cooperate fully, with Bank in any such investigation. If Customer fails to cooperate, or fails to provide notice to Bank within the time period required in this Section, Bank will be released from any obligation to investigate the loss, discrepancy or dispute, and will also be released from any liabilities, claims or expenses incurred by Customer or any third party in connection with such loss, discrepancy or dispute.

11. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable to or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.



APPENDIX XXI

TD DATA TRANSMISSION SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to TD Data Transmission Services made available to Customer by Bank or Bank's third-party service provider. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. **Services.** The Data Transmission Services (the "Services") provide Customer with the ability to exchange information files with Bank's (or its third-party service provider's) information systems for a variety of needs and functions. This Service allows Customer to send and/or receive its Bank files using File Transfer Protocol ("FTP"), Hypertext Transfer Protocol Secure ("Secure Web"), Secure File Transfer Protocol ("SFTP"), SWIFT Transmission, or via such other method as the parties may agree upon from time to time, as may be set forth in a Services' Setup Form(s), and as further described below.

2. **FTP Transmission.**

2.1 This method of data transmission permits Customer to deliver and/or receive encrypted files to a Bank-maintained FTP server. Bank will create a drop-box directory on the server where Customer may upload and deliver data files. To send data to Bank, Customer will either push the data files to Bank's directory, or Customer will give Bank a unique user name, password and Customer service address, and Bank will deliver the file. For data Bank sends Customer, Customer will pull the data files from its outbound directory on the server.

2.2 The technical requirements for FTP over the Internet include an Internet connection, FTP client capabilities, and Pretty Good Privacy ("PGP") or equivalent software for file encryption and decryption.

2.3 Files for transmission by FTP must be encrypted using PGP Version 4.0 or higher. PGP provides encryption technology including encryption, decryption, key management, encrypted email, digital signatures, key generation, certified keys and key revocation. Bank will generate a public key/private key pair for Customer. The public part of the key will be sent to Customer via Customer's assigned mailbox on Bank's transmission platform. The private part of the key will be securely kept within Bank. Customer will also generate a key pair for files that it sends to Bank. The public part of this key pair will be sent to Bank, also via the mailbox, while only Customer will know the private key.

2.4 To begin transmission by FTP, Bank will establish Customer's access to Bank's FTP server. Bank will provide Customer with the domain name required for the FTP connection. Customer will be provided a User ID and password that is unique to Customer and will be required each time Customer wishes to connect to Bank's transmission platform to send or receive files. PGP public keys for encryption will be exchanged. Bank and Customer will perform, to their mutual satisfaction, connectivity testing between platforms and encryption testing on transmitted files prior to Customer's use of the Service via FTP transmission.

3. **Secure Web Transmission.**

3.1 This method of data transmission permits Customer to deliver and/or receive files using an Internet connection, User ID and password. Bank will provide Customer with the domain name of a website that will display a web page with Customer's root directory. Customer can upload data files to this directory by clicking the Browse button and selecting the file from Customer's local network. Data files sent by Bank will be displayed in Customer's outbound directory and may be downloaded by Customer to its local network.

3.2 The technical requirements for Secure Web include an Internet connection and browser supporting 128-bit Secure Sockets Layer ("SSL") encryption.

3.3 Files for transmission through Secure Web are encrypted using SSL. SSL is an open protocol for securing data communication across computer networks that provides a secure channel for data transmission through its encryption capabilities. SSL allows for the transfer of digitally-signed certificates for authentication procedures and provides message integrity to protect against data being altered en route. Bank and Customer will perform, to their mutual satisfaction, connectivity testing between platforms and encryption testing on transmitted files prior to Customer's use of the Service via Secure Web.

4. Secure FTP (SFTP) Transmission.

4.1 This method of data transmission permits Customer to deliver to and/or receive files from a Bank-maintained SFTP server. Files transfers through SFTP communications are encrypted using Secure Shell (“SSH”). SSH is an open protocol for securing data communication across computer networks providing a secure channel for data transmission. The encryption used by SSH is intended to provide confidentiality and integrity of data over an unsecured network, such as the [Internet](#). SSH uses public-key cryptography to authenticate the remote computer and allow the remote computer to authenticate the user, if necessary.

4.2 Customer has the option to push files to Bank’s SFTP server or have Bank pull Customer’s files. For Customer push, Bank will create a drop-box directory on the SFTP server and provide Customer with a user name, password, and URL/domain name. Customer must provide an external IP address of the location sending files so that Customer’s IP address can be added to access control lists within Bank’s firewalls. For Bank to pull Customer’s files, Bank will need a user name, password, URL/domain name, and directory from Customer so that Bank can pull files from Customer’s SFTP servers. Bank and Customer will perform, to their mutual satisfaction, connectivity testing between platforms prior to Customer’s use of the Services.

4.3 Customer also has the option for Bank to push Customer files (recommended by Bank) or Customer can pull the files from Bank’s SFTP server. For Bank to push Customer’s file, Bank needs Customer’s URL/domain name, unique user name, password, and directory. For Customer to pull files from Bank’s SFTP server, Customer must provide the external IP address of the location pulling the files so that Customer’s IP address can be added to access control lists within Bank’s firewalls. If Customer chooses to pull files from Bank’s SFTP server, then files must be PGP encrypted, since files will reside on an SFTP server within Bank’s DMZ. Bank will need Customer’s public PGP key so that Bank can encrypt files. Bank and Customer will perform, to their mutual satisfaction, connectivity testing between platforms and encryption testing (if necessary) on transmitted files prior to Customer’s use of the Services.

4.4 Customer will need an FTP client capable of using the SSH protocol. If Customer decides to pull files from Bank, Customer will need an application/utility capable of creating a PGP key pair and decrypting PGP files.

5. Secure Software.

5.1 This method of data transmission involves the use of a Java®-based program that serves as a secure access channel through which information may be exchanged between Customer’s Computer and Bank. This software is provided by Bank and must be installed on a Customer’s Computer or network. Secure Software facilitates the secure transfer of files both to and from Customer’s network location.

5.2 The technical requirements for Secure Software include an Internet connection.

5.3 Files for transmission through Secure Software are encrypted using SSL. SSL is an open protocol for securing data communication across computer networks that provides a secure channel for data transmission through its encryption capabilities. SSL allows for the transfer of digitally-signed certificates for authentication procedures and provides message integrity to protect against data being altered en route. Bank and Customer will perform, to their mutual satisfaction, connectivity testing between platforms and encryption testing on transmitted files prior to Customer’s use of the Services via Secure Software.

6. SWIFT Transmission.

6.1 This method of transmission provides Customer with the ability to use Society of Worldwide Interbank Financial Telecommunications operating as S.W.I.F.T. SCRL, Limited Liability Cooperative Society (“SWIFT”) messaging services as described in this Section to engage in certain electronic communications with Bank (hereinafter the “SWIFT Services”). With the SWIFT Services, Customer may: (1) transmit certain SWIFT messages and documents to Bank and receive certain SWIFT messages and documents from Bank and other financial institutions, using SWIFT FIN and/or SWIFTNet FileAct, the latter of which is a file transfer service that allows the transmission of messages and documents over the SWIFT network in all formats agreed upon by Bank, and (2) transmit and receive SWIFT Instructions (as further described below) from Bank and other financial institutions in connection with certain Cash Management Services as agreed by the parties from time to time. Bank is a participating depository financial institution in SWIFT.

6.2 SWIFT Rules. The “SWIFT Rules” are the documents and other publications as amended by SWIFT from time to time that Customer may access at www.swift.com, whether in paper or electronic format, providing specific terms and conditions and other details relating to the provision and use of the SWIFT Services, including without limitation the SWIFT Contractual Arrangements; the SWIFT General Terms and Conditions; the SWIFT Service Bureau Policy and the SWIFT Data Retrieval Policy; the SWIFT MA-CUG, SCORE and TRCO Service Descriptions and any other SWIFT Service Descriptions applicable to the SWIFT Services; and the SWIFT On-line Support Service information. This Appendix, the SWIFT Services provided hereunder and the rights and obligations of the parties hereto shall be subject to the SWIFT Rules, as they may be amended from time to time. The parties agree to comply with the SWIFT Rules and to be aware of and comply with changes or updates to the SWIFT Rules.

6.3 SWIFT Instructions.

6.3.1 Bank may honor and act upon any authenticated SWIFT message, communication or instruction, including any Payment Order (hereinafter a “SWIFT Instruction”) received in Customer’s name or under

any SWIFT Business Identifier Code (BIC) that: (1) is unique to Customer, (2) is owned by a parent company or other affiliate of Customer, or (3) is owned by an unrelated third party and/or that is otherwise operating by agreement with Customer as Customer's agent for purposes of Customer's use of the SWIFT Services. Each such BIC(s) shall be identified by or through Customer in the Services' Setup Form(s) (hereinafter, collectively, "Customer's BIC(s)"). Customer acknowledges that the Services' Setup Form(s) shall also set out the key features and requirements that shall apply to Customer's use of the SWIFT Services, which may include but are not limited to the following:

- i. the SWIFT messaging services to be used to transmit SWIFT Instructions to Bank (e.g., SWIFT FIN and/or SWIFTNet FileAct);
- ii. the SWIFT message types and file formats that are supported by Bank under the SWIFT Services, including the types of Payment Orders that Customer may transmit;
- iii. the technical parameters associated with and required for SWIFTNet FileAct (e.g., file transfer mode options and file transfer fields, etc.);
- iv. the type of information that Bank shall provide in conjunction with any SWIFT message sent by Bank to Customer within the SWIFT Services, including any account status or other information made available by Bank;
- v. the Customer Account(s) to be used in connection with the SWIFT Services; and
- vi. the SWIFT access model (e.g., SCORE, MA-CUG, etc.) and connectivity (e.g., direct access, Alliance Lite, member, service bureau, etc.) associated with Customer's use of the SWIFT Services.

6.3.2 SWIFT Instructions made in accordance with this Appendix and the SWIFT Rules shall be deemed to have been given by an individual authorized to act on behalf of Customer. Bank will act in reliance on the accuracy and completeness of the SWIFT Instruction received by Bank in Customer's name or via Customer's BIC(s). Customer shall ensure that any SWIFT Instruction sent to Bank fully and accurately reflects the advice, request, instruction or communication intended to be provided to Bank by Customer and is duly authorized. Customer irrevocably authorizes Bank to (a) treat as accurate, authentic and properly authorized, rely upon and implement any SWIFT Instruction received by Bank which originates (or appears to originate) from Customer (including, in the case of a Payment Order, debiting the Account as specified in the SWIFT Instruction), and (b) to process each such SWIFT Instruction as described in this Section 6.

6.3.3 Notwithstanding the foregoing, Bank is not obligated to act on a SWIFT Instruction or treat a SWIFT Instruction as accurate, authentic or authorized, if:

- the SWIFT Instruction does not meet the requirements of the SWIFT Rules or otherwise appears not to have been prepared or sent in accordance with this Section;
- Bank considers that the execution of that SWIFT Instruction may place Bank in breach of any law or regulation; or
- Bank reasonably suspects that the SWIFT Instruction received by Bank (a) may not fully and accurately reflect an advice, request, instruction or communication that Customer intended to give to Bank; or (b) may not have been given in accordance with Customer's authorization procedures.

Except to the extent prevented by applicable law or regulation, Bank shall notify Customer if, under this Section 6.3, it does not act on a SWIFT Instruction.

6.4 Secure Communications Channel.

6.4.1 SWIFT offers SWIFT messaging services as a secure communications channel. SWIFT has established procedures and requirements for controlling access to SWIFT messaging services (each, an "Access Control") that may include, without limitation, access codes, message authentication codes, secure card readers, digital signatures, and hardware security modules. In addition, SWIFT authenticates certain messages based on SWIFT message type prior to accepting them for routing as SWIFT Instructions (each, an "Authenticated Message"). 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 Instructions between them as SWIFT requires from time to time (each, an "Authentication Procedure"). Collectively, the Access Controls and Authentication Procedures shall be referred to herein as the "SWIFT Security Procedures."

6.4.2 Bank and Customer rely on SWIFT's Access Controls and, in the case of an Authenticated Message, the Authentication Procedures, if any, that SWIFT requires to secure the transmission of Customer's SWIFT Instructions. Bank does not undertake and will have no obligation to Customer to separately authenticate any SWIFT Instruction that Bank receives in Customer's name or under Customer's BIC, whether or not Customer actually issued the SWIFT Instruction. Bank may, at Bank's sole election and option, contact Customer with respect to any SWIFT Instruction that Bank receives in Customer's name or under Customer's BIC, but Bank's election to contact Customer with respect to one or more SWIFT Instruction will not obligate Bank to contact Customer with respect to subsequent SWIFT Instructions that Bank receives in Customer's name or under Customer's BIC.

6.5 Customer Representations and Warranties. Customer represents and warrants with respect to itself and the Customer's BIC(s) identified by or through Customer in the Services' Setup Form(s) that it:

- is registered with SWIFT as either a "Member Administered Closed User Group" and/or "Closed User Group" and/or "SCORE (Standardized Corporate Environment)" member;
- is in compliance with applicable SWIFT Rules;
- is not in violation of any federal, state or local laws with respect to the SWIFT Services;
- is a duly incorporated and validly existing legal entity;
- is in good standing financially and in compliance with all laws and regulations applicable to Customer; and
- is subject to regular audits in accordance with internationally recognized accounting standards by independent auditors.

6.6 Third-Party Service Providers; Third Party-Service Provider Activities.

6.6.1 Customer may appoint a third party, whether a SWIFT registered user/member, SWIFT authorized service bureau or other third party, to send or receive SWIFT Instructions, perform other functions and/or otherwise act as Customer's agent for purposes of the SWIFT Services provided hereunder (a "Third-Party Service Provider"), as shall be set forth in the Services' Setup Form(s). In such event, Customer agrees that the Third-Party Service Provider shall have all the powers of Customer in relation to the SWIFT Services. Customer unconditionally authorizes Bank to deal directly with the Third-Party Service Provider in connection with all matters relating to the SWIFT Services, including, without limitation, the receiving and sending of SWIFT Instructions (including Payment Orders), and any testing to be completed with respect to the SWIFT Services. All SWIFT Instructions received by Bank from Third-Party Service Provider are hereby authorized by Customer. All acts and omissions of Third-Party Service Provider shall be the acts, omissions and responsibility of Customer and shall be governed by the provisions of this Appendix. For the avoidance of doubt, Customer shall ensure the Third-Party Service Provider complies with the relevant provisions of this Appendix. Notice of any termination of Third-Party Service Provider's authority to receive and send SWIFT Instructions to Bank on Customer's behalf shall be given to Bank in writing. The effective date of such termination shall be ten (10) Business Days after Bank receives written notice of such termination. Notwithstanding the foregoing, Customer agrees that Bank retains the right to reject any such Third-Party Service Provider and thus any associated SWIFT Instructions initiated by Customer's Third-Party Service Provider in Bank's sole discretion.

6.6.2 Subject to Bank's prior approval and in its sole and exclusive discretion, Customer may be permitted to use the SWIFT Services provided hereunder on behalf of and in conjunction with Accounts that belong to Customer's clients, as well as on Customer's own behalf. Customer shall provide an appropriate letter of authority and/or execute any such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or continuation by Customer of the SWIFT Services in the capacity of a third-party service provider. Customer agrees that Bank retains the right to reject any request by Customer to engage in such activities as well as any SWIFT Instructions by Customer in such capacity, in Bank's sole discretion. In the event Bank approves Customer's use of the SWIFT Services as a third-party service provider, then the following shall also apply:

(a) Customer represents and warrants to Bank that each Customer client has given Customer authority to access and engage in SWIFT Instructions with respect to its Accounts through use of the SWIFT Services to the same extent as if Customer owned them, including in the capacity of a "third party service provider;"

(b) each reference to "Customer" herein will be deemed to be a collective reference to Customer and each Customer client whose Accounts are included in Bank's implementation of Customer's set-up for the SWIFT Services;

(c) all of the provisions set forth herein will apply to the Customer client's Account(s) as if Customer owned them;

(d) each person who is authorized to act on Customer's behalf with respect to the SWIFT Services is also authorized to act on Customer's behalf to the same extent with respect to the Accounts of each Customer client whose Accounts are included in Bank's implementation of Customer's set-up for the SWIFT Services; and

(e) Customer shall be liable for all monetary, confidentiality and other obligations to Bank hereunder as they relate to Customer's use of the SWIFT Services for itself as well as each such Customer client. Customer agrees to notify Bank immediately if Customer's authority with respect to Customer's client(s) is revoked or changed.

6.7 Customer Direction and Indemnity.

6.7.1 In the event that the BIC(s) identified by or through Customer in the Services' Setup Form(s) are owned by a parent company or other affiliate of Customer, or are owned by an unrelated third party and/or such third party is otherwise operating by agreement with Customer as Customer's Third-Party Service Provider for purposes of the SWIFT Services, Bank is prepared to act on a SWIFT Instruction from Customer's SWIFT BIC(s) only upon receipt of the indemnity provided in this Section 6.

This indemnity shall be in addition to and not in lieu of an additional indemnity provided by Customer in the Cash Management Master Agreement.

6.7.2 Bank is authorized to accept and honor any files and/or SWIFT Instructions sent from any of Customer's SWIFT BIC(s) without making any inquiry as to the validity or sufficiency of the SWIFT Instructions and to consider the SWIFT Instructions of like force and effect as written orders made in accordance with the signing authorities held by Bank from time to time for the operation of Customer's Account(s) with Bank.

6.7.3 Without limiting the scope of Section 6.7.2, Bank is authorized to disclose information about Customer, its Accounts and banking relationship with Bank, including any changes to such information, in response to and as directed in the SWIFT Instructions as required to process the same.

6.7.4 Bank shall not be liable for any loss or damage incurred by Customer, or any third party arising from or in any way related to Bank acting upon or refusing to act upon any SWIFT Instructions from Customer's BIC(s), unless due to the gross negligence or willful misconduct of Bank. Notwithstanding the foregoing, in no event shall Bank be liable for any indirect, special or inconsequential damages incurred by Customer or any third party arising from or in any way related to Bank acting upon or refusing to act upon any SWIFT Instructions.

6.7.5 Customer hereby agrees to indemnify and hold Bank harmless from and against any losses, liabilities, claims, damages, fees, or expenses whatsoever that Bank may suffer, incur or be under or that may be brought against Bank, pursuant to, in connection with, or in any way related to Bank acting upon, delaying in acting upon or refusing to act upon any SWIFT Instructions from Customer's BIC(s).

6.8 Termination of SWIFT Services. In addition to but not in lieu of the provisions of the Cash Management Master Agreement, the SWIFT Services shall terminate automatically in the event that:

- either party loses user status as defined in the SWIFT General Terms and Conditions of the By-laws;
- SWIFT has ceased to provide, and not resumed providing, any of the SWIFT messaging services;
- SWIFT, in exercise of its rights under the SWIFT Rules, has required either party to terminate the SWIFT Services; or
- Bank has ceased to provide the Cash Management Services.

6.9 Suspension of SWIFT Services. In addition to but not in lieu of the provisions of the Cash Management Master Agreement, either party may suspend the use of the SWIFT Services for such period(s) as it considers appropriate in its

absolute discretion by notice to the other party if: (a) suspension is necessary for the purposes of (routine or emergency) maintenance; (b) for security or technical reasons, including a suspension of the SWIFT messaging services by SWIFT, use of the SWIFT messaging services is impossible or cannot be achieved without unreasonable cost to Bank or Customer; (c) suspension is required by SWIFT or the SWIFT Rules; or (d) suspension is necessary to avoid or reduce any material damage or disadvantage to either party.

7. Security Procedures.

7.1 Customer agrees that the security procedures set forth or incorporated by reference in this Appendix (including without limitation the SWIFT Security Procedures), the Cash Management Master Agreement and/or associated documents provided by Bank, including without limitation the Services' Setup Form(s), are a commercially reasonable method of providing security against unauthorized access to or interception of transmissions between Customer and Bank (hereinafter collectively the "Security Procedures"). Any transmission by Customer shall be deemed authorized if transmitted in accordance with the Security Procedures. Bank may, from time to time, modify the Security Procedures. Such modifications shall become effective upon receipt of notice by Customer or such later date as may be stated in the Bank's notice to Customer. If Customer fails to object to such change, it shall be deemed to agree to such change.

7.2 With respect to SWIFT in particular, Customer further acknowledges that the SWIFT Security Procedures are the only security procedures offered for SWIFT Instructions that Customer transmits through the SWIFT Services. Customer has solely determined that the SWIFT Security Procedures best meet Customer's requirements with regard to the size, type and frequency of the SWIFT Instructions issued by Customer to Bank using the SWIFT Services and that the SWIFT Security Procedures are a commercially reasonable method of providing security against unauthorized access to or interception of transmissions between Customer and Bank. Customer acknowledges that it is bound by the terms and conditions of each SWIFT Instruction, including any request to cancel or amend a SWIFT Instruction, whether or not authorized by Customer, that Bank receives in Customer's name or under Customer's BIC(s) through the SWIFT Services and in accordance with the SWIFT Security Procedures.

7.3 Nothing in this Appendix shall be deemed a representation or warranty by Bank that FTP, Secure Web, SFTP or SWIFT communications are secure. Rather, after review of the alternatives, Customer has selected a communication method that it believes best suits its needs.

7.4 Bank and/or SWIFT (as applicable) may, from time to time, propose different, additional or enhanced security procedures to Customer. Customer understands and agrees that if it declines to use any such enhanced procedures, it will be liable for any losses that would have been prevented by such procedures. Notwithstanding

anything else contained in this Appendix, if Bank and/or SWIFT believes immediate action is required for the security of Bank, SWIFT or Customer funds or data, Bank and/or SWIFT may initiate additional security procedures immediately and provide prompt subsequent notice thereof to Customer.

7.5 Customer hereby acknowledges that the Security Procedures are neither designed nor intended to detect errors in the content or verify the contents of a transmission between the parties. Accordingly, any errors contained in a transmission from Customer shall be Customer's responsibility. Except as otherwise expressly provided in the parties' Cash Management Master Agreement or other Appendix between the parties, no security procedure for the detection of any such Customer error has been agreed upon between Bank and Customer.

7.6 Customer is strictly responsible for establishing and maintaining procedures to safeguard against, detect and mitigate unauthorized access to or interception of transmissions. Customer covenants that no employee or other individual under Customer's control will be allowed to initiate transmissions in the absence of proper authority, supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any passwords, codes, security devices and

related instructions provided by Bank in connection with any Security Procedure utilized by Bank, SWIFT and/or Customer. If Customer believes or suspects that any such password, code, security device, Security Procedure, information or instructions have been disclosed to or accessed by unauthorized persons, Customer agrees to notify Bank immediately followed by written confirmation as provided in the Services' Setup Form(s).

7.7 Customer shall retain data files for five (5) Business Days following the date of their transmittal by Customer as provided herein, and shall provide such data files to Bank upon request.

8. Effectiveness. Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to Data Transmission Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the parties' Cash Management Master Agreement is terminated.



APPENDIX XXII

TD ACH POSITIVE PAY SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Automated Clearing House ("ACH") Positive Pay Services (the "Services") made available to Customer by Bank. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement or the *NACHA Rules* (as defined below). Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

TERMS AND CONDITIONS

1. Definitions.

"*Authorized Account*" means Customer's Account(s) designated by Customer and maintained at Bank to which the Services will apply.

"*ACH Entry*" means an order or request for the transfer of money to an Authorized Account (a "Debit Entry") as also defined in the *NACHA Rules*.

"*ACH Authorizations*" means Customer's written instructions and authorization criteria provided to Bank in conjunction with the set-up and implementation of the Services, including the Services' Setup Form(s) and/or via a separate ACH block and filter agreement with Bank (hereinafter the "Filter Agreement"), and/or otherwise in accordance with the Services as described in this Appendix, which either prohibits all ACH Entries or permits only the posting of specified ACH Entries to an Authorized Account.

"*Exception Entry*" means an ACH Entry (excluding ARC, BOC, POP, RCK, or XCK SEC Codes) that does not meet Customer's ACH Authorizations previously provided to Bank (and may also be referred to within the Services as a "Rejected" Entry), and that is therefore scheduled to be returned to the Originator of the ACH Entry.

"*NACHA Rules*" means the National Automated Clearing House Association's ("NACHA") *Operating Rules and Operating Guidelines*, which govern the ACH system.

"*Pay Decision(s)*" means Customer's confirmation instruction to Bank to pay/post an Exception Entry.

"*Return Decision(s)*" means Customer's confirmation instruction to Bank to not pay/post an Exception Entry but to instead return the ACH Entry to the Originator.

"*Return Default Disposition*" means the Services' automatic default disposition of all ACH Entries that do not meet Customer's ACH Authorizations, whereby all such ACH Entries are scheduled to be returned to the Originator of the ACH Entry.

2. Services.

2.1 The Services described in this Appendix will provide Customer with a means to: (1) review ACH Entries received on a particular Customer Account that are scheduled to be returned to the Originator as an Exception Entry in accordance with Customer's ACH Authorizations and the Return Default Disposition; and (2) confirm the return of the Exception Entry through a Return Decision, or to override the Return Default Disposition and instruct Bank to pay/post the Exception Entry to Customer's Account through a Pay Decision.

2.2 Customer acknowledges that the Services have been identified by Bank as a service that can reduce the risk of fraudulent ACH Entries being posted against Customer's Account(s) when such Services are adopted and properly utilized by Customer. By conforming to the terms and conditions of this Appendix, Customer acknowledges and agrees that it may significantly reduce the chance that fraudulent ACH Entries will post to Customer's Account(s) by electronically matching incoming ACH transactions to ACH Authorizations.

3. Customer Authorizations.

3.1 Customer will designate Authorized Account(s) to be used with the Services via the Services' Setup Form(s).

3.2 As applicable, Customer shall begin use of the Services with either: (a) any ACH Authorizations initially submitted by Customer to Bank and then established by Bank on Customer's behalf in conjunction with the set-up and implementation of the Services, or (b) any existing ACH Authorizations on Customer's Authorized Account(s) that have been established via a Filter Agreement. Customer may add to or modify those initial or existing ACH Authorizations from time to time as set forth herein. Customer shall be responsible for the accuracy and completeness of all information provided to Bank both through the use of the Services and via the Services' Setup Form(s).

3.3 Customer may submit additional ACH Authorizations, make changes to initial or existing ACH Authorizations, or delete initial or existing ACH

Authorizations related to the Authorized Account(s) online via the Services' module of the Bank Internet System. Such changes shall become effective on the next Business Day following the day on which the changes were made by Customer. Each Business Day, Bank will provide an updated list of successfully processed ACH Authorizations to Customer via the Services. In the event Customer submits a change or addition to the ACH Authorizations that is incomplete, contains an error or that cannot otherwise be processed by Bank, Bank will use commercially reasonable efforts to notify Customer on the next Business Day that the associated ACH Authorization(s) has been rejected. Until such time as Customer reviews and corrects it, the rejected ACH Authorization(s) will not appear on the updated list of successfully processed ACH Authorizations that Customer receives.

3.4 In the event Customer fails to fully and accurately populate or complete all requested fields associated with the ACH Authorizations, the following will also apply:

(a) If Customer does not insert a specified maximum dollar amount, then no maximum dollar amount shall apply with respect to the applicable ACH Entry(ies) or transaction(s) subject to the ACH Authorization(s).

(b) If Customer does not insert a specified expiration date, then no expiration date shall apply to the applicable ACH Entry(ies) or transaction(s) subject to the ACH Authorization(s).

4. Processing of ACH Entries and Reporting of Exception Entries. Bank will electronically compare each ACH Entry presented to Bank for settlement against Customer's Authorized Account(s) on a Business Day (including those presented by other depository institutions, ACH Operators or by Bank) with Customer's ACH Authorizations. In accordance with that review, on each Business Day, Bank will:

(a) allow incoming ACH Entries that match Customer's ACH Authorizations to post to Customer's Authorized Account(s); and

(b) treat as Exception Entries all incoming ACH Entries that do not match Customer's ACH Authorizations and will provide to Customer, through the Bank Internet System, a listing of all Exception Entries that are otherwise scheduled for Return Default Disposition. Customer must monitor, review and issue a Pay Decision or Return Decision on each Exception Entry reported through the Bank Internet System by the pre-established deadline set forth within the Services. Customer may also set up alerts to be sent to Customer by a pre-established time each Business Day advising Customer whether or not there are any Exception Entries to be reviewed that Business Day.

5. Payment and Dishonor of Exception Entries.

5.1 Customer may choose to confirm the Return Default Disposition of individual Exception Entries presented via the Services by providing a Return Decision to Bank by the pre-established deadline set forth within the

Services, in which case such Exception Entries will be automatically returned to the Originator.

5.2 Customer may choose to override the Return Default Disposition of individual Exception Entries presented via the Services by providing a Pay Decision to Bank by the pre-established deadline set forth within the Services, in which case such Exception Entries will be paid/posted to Customer's Authorized Account(s) at the end of the current Business Day.

5.3 Customer may choose not to or may otherwise fail to review and provide a Pay Decision or a Return Decision for any Exception Entries by the pre-established deadline, in which case the Return Default Disposition will apply and all such Exception Entries will be automatically returned to the Originator.

6. Customer and Bank Communications.

6.1 Customer shall use the Services' module of the Bank Internet System to report all Pay Decisions or Return Decisions. Bank shall not be obligated to comply with any Pay Decision or Return Decision received in a format or medium, after a pre-established deadline, or at a place not permitted under this Appendix or the Services' Setup Form(s), and may instead treat any such communication from Customer as a Return Decision or otherwise apply the Return Default Disposition to such communication.

6.2 Bank is not responsible for detecting any Customer error contained in any ACH Entries presented, decisioned, returned or processed, or in any Pay Decision or Return Decision by Customer.

6.3 In the event that Bank is unable to provide Customer with a listing of Exception Entries through the Bank Internet System for Customer's Pay Decision or Return Decision as described in Section 4, the Return Default Disposition shall apply in accordance with Customer's previously established ACH Authorizations.

6.4 Customer's ACH Authorizations hereunder will be accepted by Bank subject to the condition that ACH transactions have not already been posted or are not otherwise in the process of posting, and that Bank will have a reasonable opportunity to act on Customer's ACH Authorizations before any such processing.

6.5 Bank shall have a reasonable time after receipt of Customer's request to implement the Services and shall not assume responsibility for stopping ACH transactions that have already been posted to Customer's Account(s).

6.6 Bank shall be bound only to exercise ordinary care in attempting to post or return ACH Entries as described in this Appendix.

7. Remedies.

7.1 **Bank Liability.** To the extent permitted by applicable law, the liability of Bank under this Appendix shall in all cases be subject to the provisions of the parties' Cash Management Master Agreement, including, without

limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank.

7.2 Wrongful Payment/Posting. It shall constitute wrongful payment/posting by Bank if Bank pays/posts an Exception Entry for which Customer has provided a Return Decision by the pre-established deadline set forth within the Services and otherwise in accordance with the other terms of this Appendix. In the event that there is wrongful payment/posting, Bank shall be liable to Customer for the lesser of the amount of the wrongfully paid/posted Exception Entry or Customer's actual damages resulting from Bank's posting of the Exception Entry, subject to the terms of the parties' Cash Management Master Agreement.

7.3 Rightful Payment and Return.

7.3.1 If Bank honors an Exception Entry in accordance with a Pay Decision by Customer as described in Section 5.2, such payment/posting shall be rightful, and Customer waives any right it may have to assert otherwise.

7.3.2 If Bank returns an Exception Entry in accordance with a Return Decision by Customer as described in Section 5.1, or otherwise pursuant to a Return Default Disposition as described in this Appendix, the return shall be rightful, and Customer waives any right it may have to assert otherwise.

7.3.3 Customer agrees that Bank exercises ordinary care whenever it rightfully pays/posts or returns an Exception Entry consistent with the provisions of this Appendix.

8. Other Terms of the Services.

8.1 Customer acknowledges that the Services do not preclude Bank's standard ACH processing procedures or the application of the *NACHA Rules*, which may cause an ACH Entry to be dishonored even if Customer's instructions do not otherwise require Bank to return such ACH Entry.

8.2 Customer acknowledges that the Services do not apply to transactions between Customer and Bank, including any Bank affiliates and subsidiaries, such as

loan or credit card payments ("Bank-Related Entries"). Bank is permitted to pay Bank-Related Entries whether or not Customer has included these in Customer's ACH Authorizations as reflected in this Appendix and until such time as Customer's authorization with respect to the underlying Bank-Related Entries is revoked or otherwise terminated.

8.3 Customer acknowledges that the Services are intended to be used to identify and return ACH Entries which Customer suspects in good faith are fraudulent, unauthorized or otherwise unwarranted. The Services are NOT intended to be a substitute for authorization instructions or to delay Customer's decision on ACH Entries, including but not limited to stop payment orders on ACH Entries which are not suspected in good faith to be unauthorized. If Bank suspects or deems, in Bank's sole discretion, that Customer is using the Services contrary to those intentions, Bank may require Customer to provide evidence that ACH Entries that Bank returns pursuant to Customer's instructions were in fact unauthorized. In addition, Bank may hold Customer liable for losses that Bank sustains on ACH Entries which Bank is requested to return under the Services and which Customer does not reasonably establish as unauthorized ACH Entries, including as under the *NACHA Rules*.

9. Termination; Effectiveness.

9.1 The parties may terminate this Appendix and/or the Services in accordance with the terms and conditions of the Cash Management Master Agreement. This Appendix and the associated Services shall automatically terminate in the event the underlying Authorized Account(s) are closed. In the event of termination of this Appendix and the associated Services, Customer's ACH Authorizations in effect as of the date of termination will remain in effect with respect to Customer's Authorized Accounts, and all ACH Entries will thereafter be processed in accordance with such ACH Authorizations.

9.2 Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services, except for any existing ACH Authorizations currently on record with regard to the Authorized Account(s) as of the date of this Appendix.

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Proposal Details – Best and Final



TD Bank has thoroughly examined the City of Coconut Creek's RFP for Banking Services. We are confident that we can provide all of the required services and exceed your expectations.

TD BANK OFFERS THE FOLLOWING TO CITY OF COCONUT CREEK:

TD Bank recommends the use of our Advantage account structure. We are offering to the City of Coconut Creek an Earnings Credit Rate on collected balances to offset fees. We are also offering the City of Coconut Creek no reserve requirement, hence providing all balances in its entirety to cover service charges. TD Bank will offer the City of Coconut Creek and interest to help maximize interest earnings. Funds within these account(s) are Fully Collateralized in Accordance with FL State Statutes governing Public Funds.

The following rates are proposed:

Advantage Earnings Credit Rate:

- TD Bank will provide the City of Coconut Creek a **MANAGED EARNINGS CREDIT RATE of 35 Basis Points (0.35%)** on balances utilized to offset bank service charges. This rate will be bank managed.
- This option offers the highest ECR and results in the most interest paid monthly to the City of Coconut Creek. Interest paid on any excess balances will be automated. TD Bank will review the projected target balance periodically to ensure the City of Coconut Creek is optimizing the use of their balances for earnings credits and interest.

Advantage Interest Rate:

- TD Bank will provide the City of Coconut Creek a **MANAGED INTEREST RATE of 18 Basis Points (0.18%)** on excess funds not needed to offset bank service fees. These rates will be bank managed, determined by market conditions.
- The City will earn interest only (no ECR) on its full collected balances since none will be needed to cover bank fees for the first 12 months of the relationship.
- We will conduct regular Relationship Reviews and TD Bank will inform the City of Coconut Creek of its options to maximize returns while providing safety and liquidity.

City of Coconut Creek				
4800 West Copans Road, Coconut Creek FL 33063				
Banking Services, RFP No. 03-17-21-10				
Line	Description	QTY*	Unit Cost	Extended Cost
1	DEMAND DEPOSIT SERVICES			
1.1	Account Maintenance - Monthly	60	\$10.8000	\$648.00
1.2	Audit Confirmation Electronic	5	\$0.0000	\$0.00
1.3	Deposits credited	2	\$0.5400	\$1.08
1.4	Deposit supply order fees	8	\$0.0000	\$0.00
1.5	Electronic credits posted	2766	\$0.0900	\$248.94
1.6	Items deposited	8690	\$0.0945	\$821.21
1.7	Rlbx transit items deposited	15783	\$0.1350	\$2,130.71
1.8	Rlbx on-us items deposited	1365	\$0.1350	\$184.28
1.9	Items paid not enclosed	2234	\$0.1170	\$261.38
1.10	Electronic debits posted	443	\$0.0900	\$39.87
1.11	Other miscellaneous debits	8	No Charge	\$0.00
2	ZERO BALANCE SERVICES			
2.1	Zba master account	12	\$19.3500	\$232.20
2.2	Zba sub account	36	\$12.1500	\$437.40
3	RETURNED CHECK SERVICES			
3.1	Deposited item returned	38	\$6.7500	\$256.50
4	BRANCH/NIGHT DEPOSIT SERVICES			
4.1	Branch cash otc deposit/\$1000	98	\$0.0002	\$0.02
4.2	Branch cash order	1	No Charge	\$0.00
4.3	Branch curr ord/strap	3	No Charge	\$0.00
5	CASH VAULT SERVICES			
5.1	Cash vault deposits	621	\$0.9000	\$558.90
5.2	Vlt deposit error	4	\$5.1000	\$20.40
5.3	Vlt automatic/electronic change order	36	\$6.9000	\$248.40
5.4	Vlt currency order-full strap	2	\$0.4200	\$0.84
5.5	Vlt currency order-loose bill	180	\$0.4200	\$75.60
5.6	Vlt rolled coin order	6	\$0.0900	\$0.54
5.7	O/S bulk cash deposits/Vault cash deposit per \$1	108409	\$0.0007	\$78.05
5.8	Armored car expense	22	All contract negotiations for Armored Carrier services and the associated costs are between the City and its preferred courier. With TD Bank, the City has the option to choose any Armored Carrier as TD has relationships with all the major providers.	\$0.00
6	ARP SERVICES			
6.1	Partial recon - base fee	12	\$27.0000	\$324.00
6.2	Partial aegon - item charge	23	\$0.0405	\$0.93
6.3	Full aegon - base fee	12	\$38.2500	\$459.00
6.4	Full aegon - item charge	2181	\$0.0405	\$88.33
6.5	Positive pay - base fee	24	\$27.0000	\$648.00
6.6	Positive pay mismatch item	12	\$0.0000	\$0.00
6.7	Arp positive pay returned chk	3	\$6.7500	\$20.25
6.8	Arp auto d/t to bank/tran	75	No Charge	\$0.00
6.9	Arp auto d/t to bank/rcrd	2214	No Charge	\$0.00
6.10	Arp auto d/t to bank/agro	309	No Charge	\$0.00
6.11	Basic positive pay - base	34	\$9.0000	\$306.00
6.12	Basic positive pay - item	196	\$0.0405	\$7.94
6.13	Payee name verification item	2215	No Charge	\$0.00
7	IMAGE DELIVERY SERVICES			
7.1	Cd-rom premium cd	36	\$31.5000	\$1,134.00
7.2	Cd rom images per item	2234	\$0.0360	\$80.42

Proposal Details – Best and Final



Fees Waived:

- TD Bank will **WAIVE (12) MONTHS OF ACCOUNT ANALYSIS SERVICE CHARGES** to the City of Coconut Creek to help offset any transition costs. This waiver does not include courier service fees.
- TD Bank will **WAIVE ALL IMPLEMENTATION/SOFTWARE FEES** for cash management products/services.
- TD Bank will **NOT** charge the City of Coconut Creek **ANY FDIC CHARGES** providing the City an additional cost savings.
- TD Bank will also provide the City of Coconut Creek an additional benefit by not charging a **10% reserve requirement** which will provide ECR and interest on the City of Coconut Creek's first dollar.
- TD Bank will provide the City an annual amount of **\$1,500** towards its choice of banking supplies for the initial 5 year contract term. Any additional supplies exceeding this amount can be obtained at standard cost. Coin wrappers are provided at no cost.

Technical Support:

- TD Bank will provide local or virtual technical support and staff training to the City of Coconut Creek for services such as online banking (eTreasury) and other Cash Management Services.

Explanation of Interest and Earnings Credit Rate Calculations:

TD Bank's ECR and Interest rates are not directly tied to any specific financial market rate at this time. We utilize a "managed" rate method of determining ECR and interest each month. In the management of these rates, a central leadership rate committee examines competitive data and various indices. Rates are established each month based on real-time positions in these indices and are tempered by historic and emerging trends or events. TD Bank reserves the right to change its rate and methodology from time to time in its sole and absolute discretion without regard to any external interest rate index or market conditions.

8	ACH SERVICES			
8.1	Ach monthly maintenance	48	\$23.4000	\$1,123.20
8.2	Consumer ppd debits originated	21684	\$0.0765	\$1,658.83
8.3	Consumer ppd credits originated	16694	\$0.0765	\$1,277.09
8.4	Corp credits orig ccd,ccd+ctx	104	\$0.0765	\$7.96
8.5	Ach reversals - item	6	\$6.3000	\$37.80
8.6	Ach fax page	188	\$0.0000	\$0.00
8.7	Ach return item	68	\$2.5875	\$175.95
8.8	Ach notification of change (noc item)	8	\$1.9125	\$15.30
8.9	Tm ach pass-through file	102	\$9.0000	\$918.00
8.10	Tm ach batch processing fee	11	\$0.5625	\$6.19
8.11	Tm ach ppd debits originated	1	\$0.0990	\$0.10
8.12	Tm ach ppd credits originated	15	\$0.0990	\$1.49
9	ACH FRAUD CONTROL			
9.1	Ach fraud cntrl monthly maint	60	\$9.0000	\$540.00
10	WIRE TRANSFER SERVICES			
10.1	Wire trsf monthly maint/acct	60	\$0.0000	\$0.00
10.2	Out non-repetitive wire phone	1	\$6.1875	\$6.19
10.3	Tm domestic repetitive wire	226	\$6.1875	\$1,398.38
10.4	Tm domestic non-rep wire	44	\$6.1875	\$272.25
10.5	Incoming domestic wire transfer	7	\$6.3000	\$44.10
10.6	Tm internal repetitive wire	4	\$6.1875	\$24.75
11	LOCKBOX SERVICES			
11.1	LBX lockbox deposits	252	\$0.6300	\$158.76
11.2	RLbx maintenance	12	\$90.0000	\$1,080.00
11.3	RLbx correspondence/non-remail/no payment	193	\$0.1710	\$33.00
11.4	RLbx unprocessed/rejected items	913	\$0.2025	\$184.88
11.5	RLbx deposit preparation	12	\$0.0000	\$0.00
11.6	SLBX special document handling	2678	\$0.0045	\$12.05
11.7	RLbx po box annual rental	1	\$130.0000	\$130.00
11.8	RLbx inbound receipted mail	15	\$0.0000	\$0.00
11.9	Scannable keystrokes	44600	\$0.0135	\$602.10
11.10	RLBX postage	12	\$36.0000	\$432.00
11.11	RLbx auto drr to client/tran	251	No Charge	\$0.00
11.12	RLbx auto drr to client/rcrd	24539	No Charge	\$0.00
11.13	Marksense flag	92	No Charge	\$0.00
11.14	Low speed match items	24225	No Charge	\$0.00
11.15	Scan multiple payments	5166	\$0.1215	\$627.67
11.16	Scan partial payments	7156	\$0.1260	\$901.66
11.17	Scan online archive 90 days	65420	No Charge	\$0.00
11.18	Scan images less than 5k	24225	No Charge	\$0.00
11.19	Scan image cd rom per cd	12	Not Provided	\$0.00
11.20	RPS full text search	65420	\$0.0000	\$0.00
11.21	RLbx web exception maintenance	12	\$130.0000	\$1,560.00
11.22	RLbx web exceptn-items present	363	\$0.3000	\$108.90
12	TREASURY MANAGER			
12.1	TM/OLC maintenance fee	12	\$51.7500	\$621.00
12.2	TM/OLC prior day serv/month	12	No Charge	\$0.00
12.3	TM/OLC prior day/acct	60	No Charge	\$0.00
12.4	TM/OLC prior day/detail item	7335	\$0.0810	\$594.14
12.5	TM/OLC current day serv/month	12	No Charge	\$0.00
12.6	TM/OLC current day/acct	60	No Charge	\$0.00
12.7	TM/OLC current day/item detail	3852	\$0.0810	\$312.01
12.8	TM/OLC special rpt mnth maint	7	No Charge	\$0.00
12.9	TM/OLC car report/report	61	No Charge	\$0.00
12.10	TM/OLC return item/report	38	No Charge	\$0.00
12.11	Stop payment/Per stop	159	\$12.6000	\$2,003.40
12.12	ACH service/per month	12	\$4.5000	\$54.00
12.13	Acct transfer/per transfer	7	\$0.2700	\$1.89
12.14	Wire service/per month	12	\$4.5000	\$54.00
12.15	Image item retrieval/per image	774	\$0.0810	\$62.69
13	ONLINE COURIER			
13.1	OLC ACH fraud ctrl reject rpt	1	No Charge	\$0.00
Total				

* Quantities are based on the annual volume.

City of Coconut Creek					
4800 West Copans Road, Coconut Creek FL 33063					
Banking Services, RFP No. 03-17-21-10					
Additional service charges					
Line	Description	QTY*	Unit Cost	Extended Cost	Notes/Comments
	RLBX TRANSIT ITEMS DEPOSITED - dda	15780	\$0.0945	\$1,491.21	
	RLBX TRANSIT ITEMS DEPOSITED - dda	1368	\$0.0945	\$129.28	
	CASH VAULT DEPOSITS - DDA Dep	624	\$0.5400	\$336.96	
	ZBA Credit Transfer	0	\$0.1125	\$0.00	
	ZBA Debit Transfer	0	\$0.1125	\$0.00	
	Overdraft		\$15.7500	\$0.00	
	TD eTreasury - Balance Reporting Accounts (Gold)	60	\$7.6500	\$459.00	
	TD eTreasury - SecurID Token	36	\$4.9500	\$178.20	
	ARP Issue File Transmission (first 10 transmissions charged)	144	\$9.0000	\$1,296.00	
	Digital Express Monthly Maint	0	\$58.5000	\$0.00	
	Digital Express Checks Deposited	0	\$0.0585	\$0.00	
	Digital Express - Additional Scanner	0	\$29.2500	\$0.00	
	Digital Express Deposit Correction	0	\$11.2500	\$0.00	
	LBX - Retail Check Clearing	17148	\$0.0135	\$231.50	
	Retail -Web Access Maintenance	0	\$54.0000	\$0.00	
	Retail - Retail Web Per Item	0	\$0.0009	\$0.00	
	Retail -Extended Web Archive Maint	0	\$22.5000	\$0.00	
	Retail - Retail Web Per Item 7 Year	0	\$0.0203	\$0.00	
	LBX-760-Web DDL Processed Item - Per Image	0	\$0.0450	\$0.00	
	LBX-760-Non-Check Scanned Item Per Image	0	\$0.0450	\$0.00	

* Quantities must be based on the annual volume.

Benjamin, Asha

From: Ramkalawan, Pamela <Pamela.Ramkalawan@td.com>
Sent: Tuesday, April 13, 2021 3:32 PM
To: Benjamin, Asha
Subject: RE: Banking Services, RFP No. 03-17-21-10 - Best and Final offers, clarification and additional details needed urgently.
Attachments: Government references - TD Bank.pdf; Additional pricing sheet - TD Bank.pdf; Proposal Details - City of Coconut Creek - TD Bank BAFO.pdf; Price schedule - Present services - TD Bank.pdf

Good afternoon Asha,
Please see the attached documents as you requested. If there is anything else that is needed, please do not hesitate to reach me.

Regards,
Pamela
Pamela Ramkalawan | Vice President | Government Banking
TD Bank, America's Most Convenient Bank
Mailstop FL7-008-202 | 5900 N. Andrews Ave. 2nd Floor, Ft. Lauderdale, FL 33309
T: 954 233 2064 | M: 561 866 8368 | F: 954 233 2037

Tonya England | Sales and Service Specialist | Government Banking
T: 954 233 2054 | F: 954 233 2037 Specialist | Tonya.England@td.com

Internal

From: Benjamin, Asha <ABenjamin@coconutcreek.net>
Sent: Monday, April 12, 2021 3:55 PM
Subject: FW: Banking Services, RFP No. 03-17-21-10 - Best and Final offers, clarification and additional details needed urgently.
Importance: High

**CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST
: COURRIEL EXTERNE. NE CLIQUEZ PAS SUR DES LIENS ET N'OUVREZ PAS DE PIÈCES JOINTES AUXQUELS VOUS NE FAITES PAS**

Good day,


Confirm the receipt of this email which was sent on Thursday, April 8, 2021 3:01 PM.

Kindly note the deadline.

Asha Benjamin
Procurement Analyst
City of Coconut Creek
4800 West Copans Rd.
Coconut Creek, FL 33063
954-956-1499
954-973-6754 fax



Please note that City Hall is closed on Fridays. Hours of operation are Monday through Thursday 7:00 am to 6:00 pm.

 Please consider the environment before printing this email. Thank you.

From: Benjamin, Asha
Sent: Thursday, April 8, 2021 3:01 PM
Subject: Banking Services, RFP No. 03-17-21-10 - Best and Final offers, clarification and additional details needed urgently.
Importance: High

Good day,

Please have the attached forms completed (if applicable) which reflects the services that the City presently uses. **These forms must be returned on or before Tuesday, April 13, 2021 at 4:00 p.m. EST.**

This should be your best and final offer for this RFP.

Note the following:

- Where there is no charge, fees are waived or the service is not provided, this must be stated, do not use \$0.00
- Additional services should only be added if they apply to **THIS** pricing schedule of services (use notes/comments field to add details if needed)
- Provide references for any government agencies that use your lockbox service for Emergency Medical Services payments and Utility Billing payments
- List all or any government agencies that presently do business with your firm
- All fees/charges/requirements that apply, in addition to what is listed, must also be stated on the additional charges pricing sheet e.g. FDIC charges, minimum/federal reserve's requirements etc.

Return these forms to my attention via email.


Please note this request is based on the results of the first evaluation meeting. Review public notices on the eBid system to confirm the next evaluation date.

Asha Benjamin
Procurement Analyst
City of Coconut Creek
4800 West Copans Rd.
Coconut Creek, FL 33063

954-956-1499
954-973-6754 fax
www.coconutcreek.net



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