CONTRACT FOR BANKING SERVICES

THIS CONTRACT is being entered into this __________ day of ____________________, 2010, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and BANK OF AMERICA, N.A. (hereinafter the "Company") having its principal office located at 300 S. 4th Street, Las Vegas, Nevada 89101.

SECTION A – Contract Form

The subject matter of this Contract is Banking Services.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

(a) *"Automated Clearing House (ACH)"* means a computer-based clearing and settlement facility established to process the exchange of electronic transactions between participating depository institutions.

(b) *"Award Date"* means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.

(c) *"City"* means the City of Las Vegas.

(d) *"City Council"* means the governing body of the City of Las Vegas.

(e) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(f) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.

(g) *"Concentration Account"* means a deposit account into which funds are periodically transferred from various local banks, via wire transfer or automated clearing house debit, from other accounts in the same bank, or in different banks.

(h) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.

(i) *"Deliverable"* means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.

(j) *"Earnings Credit Rate (ECR)"* means an adjustment factor that reduces bank service charges on business checking accounts.

(k) *"Lockbox"* means a cash management system whereby the City's customers' mail payments to a post office box near the Company's processing center. The Company collects the checks from the lockbox and deposits them to the City's bank account and informs the City of the deposit.

(l) "Magnetic Ink Character Recognition (MICR)" means digital characters on the bottom edge of a paper check containing the issuing bank's American Bankers Association (ABA) transit number (bank identifier) and check routing symbol (denoting funds availability).

(m) *"Non-exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

(n) "*Project Manager*" means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

(o) *"Zero-balance account (ZBA)"* means an account that has a zero balance at the end of each business day. In a ZBA depository account, balances are automatically transferred to a concentration account. In a ZBA disbursement account, funds are automatically transferred from a concentration account.

B-2 Contract Type

The Contract type is fixed-fee per item less allowance earned. This is a Non-Exclusive Contract.

B-3 Prices/Costs

(a) Monthly Cost Analysis Statement. The Company will provide monthly cost analysis statements to the City within nine (9) business days after the end of the month. All charges will be paid quarterly through the compensating balance with net fees due and debited from the corresponding Concentration accounts.

(b) Banking Service fees for any optional renewal period(s) will be negotiated and substantiated using a recognized economic indicator.

B-4 Performance Period

The performance period commences from Award Date and continues for three (3) years, with two (2) three-year renewal options available at the City's sole option. The City will give the Company ninety (90) days written notice of intent to renew the Contract. Upon expiration or termination of the Contract, accounts may be left open for up to 180 days from the date of expiration or termination to allow for check clearing.

SECTION C – Statement of Work

C-1 Scope of Services

1. Scope of Banking Services

The Banking Services detailed in this section will be performed for the City, through the City's Financial Services Division. **During the term of this Contract, the Company shall provide services in accordance with the terms and procedures documented in the Company's Proposal "Attachment 1 Work Plan: Response to Statement of Work".**

2. Accounts Included

The banking activity will, for the most part, be conducted within several concentration bank accounts each with various sub-accounts as follows:

(a) Main Concentration Account
- i. Business, Sewer, and Accounts Receivable lockbox payment account
- ii. Parking Collection lockbox payment account
- iii. City Special Improvement District (SID) lockbox payment account
- iv. Leisure Services depository account
- v. Federal Inmate disbursement account
- vi. Payroll disbursement account
- vii. Controlled disbursements account
- viii. Municipal Court Bail Refund disbursement account
- ix. Third-Party Health Insurance Administrators disbursement accounts
- x. Inmate refund disbursement account

(b) City of Las Vegas Community Schools Concentration Account
- i. Community Schools' depository account
- ii. Becker Community School payroll account
- iii. Brinley Community School payroll account
- iv. Molasky Community School payroll account
- v. Charleston Heights Community School payroll account
- vi. Clark Community School payroll account
- vii. Johnson Community School payroll account

viii. Lied Community School payroll account
ix. Robison Community School payroll account
x. Gibson Community School payroll account

(c) Stand Alone Non-Zero Balance Accounts (ZBA's)
i. Bi-State Commission
ii. Las Vegas Redevelopment Agency Account
iii. The Commission for the Las Vegas Centennial
iv. CityParkway IVA
v. CityParkway V
vi. Office District Parking I
vii. Developer SID lockbox account

3. Account Structure

The Company will maximize the City's cash availability and earnings through the use of concentration and zero-balance accounts. This account structure is comprised of two Concentration Accounts, and various Zero-Balance Accounts (ZBAs) as well as multiple Stand Alone Accounts as indicated in Paragraph 2. (c), above.

All disbursements, except for the Stand Alone Accounts, will flow through the Zero-Balance Accounts. All balances, except for the Stand Alone Accounts, will be maintained in the Concentration Accounts as indicated in Paragraph 2, above. The ZBAs will be reimbursed at the close of the business day. The ZBAs will always have a zero ledger balance at the beginning of each business day.

The City reserves the right to open additional Concentration Accounts, ZBAs, and Stand Alone Accounts during the contract period at the price proposed in the proposal.

(a) Concentration Accounts

The purpose of these accounts is to concentrate the cash balances on a daily basis. It is the City's intent to maintain a single compensating balance for each concentration account, held as deposits that are either insured or collateralized to support activity costs for all related sub-accounts.

Deposits to the Concentration Accounts and the sub-depository and lockbox accounts will be retained in the Concentration Account until the funds become available (see 4. Availability of Funds) at which time they will be considered collected balances. The various disbursement accounts (see 2. Accounts Included) will not have any deposit transactions.

Appropriate balances will be transferred from the Concentration Account to the various disbursement accounts (and other ZBAs) at the end of the business day to cover the amount of checks presented. Conversely, deposits received in the sub-depository and lockbox accounts will be transferred into their respective Concentration Accounts at the end of the business day.

On a daily basis (see 6. Daily Balance Report Notification and Electronic Banking) the City will have on-line access of the collected balance in the Concentration Account. Any balances remaining in the Concentration Account at 6:00 p.m., including EFT transfers received after the 6:00 p.m. cutoff, will be given an earnings credit on the available balance in accordance with provisions in 8. Earnings Credit Program.

(b) Zero-Balance Accounts

The various disbursements accounts will be used solely to process disbursements. There will not be any deposits into these accounts, except for bank transfers to cover checks presented for payment.

The various lockbox payment accounts will be used solely to process customer payments to the City.

The sub-depository accounts will be used for all City deposits as well as incoming wires.

The ZBAs will operate on the following basis:

At the end of the business day, the zero-balance accounts will be debited individually for each check presented during the day or credited individually for each deposit received. At the close of the business day, the total amount debited or credited will be transferred from/to the Concentration Account and credited or debited to the ZBA.

Memo-posting of the totals of checks or deposits in the zero-balance accounts will not be permitted.

Transfers between the accounts will be charged to the City only as transfers and not also as items deposited and check paid. All transfers will take place automatically without initiation by the City.

(c) Stand Alone Non Zero Balance Accounts

The various Stand Alone Non ZBA accounts are used as both depository and/or disbursement accounts. These accounts may have their own individual tax identification numbers separate from the City.

Each account will stand alone and maintain a certain balance as needed by the City.

The City requires, for analysis purposes, that the Main Concentration account serve as the key account for all the Stand Alone accounts. All analysis charges shall be debited out of the City's Main Concentration account and the City of Las Vegas Community Schools Concentration Account by the 20th of each month following the end of each quarter.

4. Availability of Funds

Deposits will be made periodically during the business day (8:00 a.m. to 2:00 p.m. or later depending on the bank) to a designated location mutually agreed on by the City and the Company.

The Company agrees to credit the City's Concentration Account for selected items according to the following schedule:

Incoming EFT Transfers receive same day credit regardless of time of receipt during the day. EFTs received after the 6:00 p.m. cutoff will be treated as collected funds for that day and will be considered part of the available funds. See 8. Earnings Credit Program.

Funds availability for all checks will be based on the Company's "Availability Schedule". The Company must notify the City, in writing, of any changes to the schedule. The City reserves the right to periodically audit the Company's compliance with the existing "Availability Schedule".

5. Deposit Reconciliation Service

A deposit reconciliation service is requested to establish a unique number for each major depositing location, so that NSF checks can be easily tracked back to the particular department and deposit discrepancies can be easily reconciled. This unique number shall be located on the deposit ticket and each check deposited shall be tracked by the particular deposit ticket.

6. Daily Balance Report Notification and Electronic Banking

The Company shall provide the City with on-line account access no later than 7:00 a.m. with the following minimum information:

(a) Previous Day balance reporting as follows:

- i. Ledger balance
- ii. Available (or collected) balance
- iii. Float for 1, 2 and 3 day
- iv. Summary of debit and credit postings
- v. Detail listing of all debit and credit transactions
- vi. One file each day with indicators for each bank account
- vii. Separate daily totals for each type of credit card with department code
- viii. Departmentalized deposits in detail

(b) Current day transaction/balance reporting

(c) Month-end transaction/balance reporting

(d) Monthly bank statement to be retrieved by the City

i. Available no later than 10 calendar days after month-end
ii. Available in Excel by deposit location

7. Electronic Banking

The City requires access to on-line banking for the following services:

(a) Stop payments

i. Stop payments shall be allowed by phone for extenuating circumstances

(b) Currency / change order system

i. Some other type of automation will be considered

(c) Electronic payment of payroll withholding taxes

(d) Wire transfers

i. The Company agrees to set-up frequently used templates.
ii. The Company agrees to establish the requirements (i.e.: number of approvals required, dollar limits, etc.) for each template.
iii. Wire transfers shall be allowed by phone for extenuating circumstances.
iv. Ability to warehouse instructions for future value dated wire transaction.

8. Earnings Credit Program

The Company agrees to give an earnings credit on the collected balance in the Concentration Accounts, as well as the various Stand Alone accounts, on the Company's books at 6:00 p.m. (including any EFT transfers received after 6:00 p.m.). All earnings credits from the Stand Alone accounts shall be applied to the City's Main Concentration account to be netted against the analysis fees (see, B-3 Prices/Costs). The balance on the books at 6:00 p.m. is interpreted to include any EFT transfers received during the day, less any outgoing EFTs. See Attachment D for Company's earnings credit calculation.

In the event that the Concentration Accounts and any Stand Alone account is a negative balance, then interest charged on any overdrawn balances will be calculated using the same formula that the City receives on the earnings credit allowance. The Company shall not assess penalties, such as overdraft fees, on any negative balance.

9. ACH Services

The Company shall support the Automated Clearing House (ACH) technology and transmission deadlines that the City uses for processing direct deposit payroll payments, payroll taxes, accounts payable vendor payments, and sewer receivables.

10. Account Reconciliation

The Company shall provide reconciliation services for all accounts specified in this Contract. Reconciliation services shall include at least the following requirements:

(a) An ASCII formatted file for each account for the checks paid each month. The layout for each file will include at least the account number, check number, amount and date paid.

i. This file can be transmitted to the City electronically or via the internet. **Submittal via File Transfer Protocol (FTP) is preferred.**
ii. Whichever method of transmission is used, the City desires to have the ability to export the data into a spreadsheet program.

(b) Access to timely check clearing data via the internet

i. Other comparable mediums will be considered as long as the data is timely (within a week or less from the date of clearing).
ii. This data must be maintained and retrievable for a period of at least six months.

(c) On a monthly basis, a CD ROM of cancelled check images must be provided. All accounts will be combined on one CD. Software to access images will be provided by the Company. An index must be included on the CD, whereby a search can be performed for a specific payment.

(d) Return of debit and credit memos or availability to access via internet.

(e) The ability to remove outstanding checks from the current month's outstanding check listing after a period of one year. The preferred method would be to have the Company automatically remove checks older than one year from the outstanding list. These checks would still have an unpaid status; however, such checks would not be included in the monthly current outstanding check listings.

Company will provide the monthly cancelled check files within six (6) business days after the end of a month. Other services are to be provided within nine (9) business days after the end of the month.

11. Lockbox Service

The Company shall provide lockbox services to the following minimum specific requirements:

(a) Pick up all items in the P.O. Box at least once every business day before 8:00 a.m.

(b) Have the capability to process single check single coupon, multiple checks single coupon, single check multiple coupons, single check with no limit coupons (meaning one check for 1,000 coupons) and multiple checks for multiple coupons.

(c) Have the capability to manually key data for Accounts Receivable and Parking lockbox payments.

(d) Have the capability to read City's coupon scan lines for Sewer, Business License and Special Improvement Districts (SID) as they currently exist.

(e) Process the payments by matching the amount of the check with the amount of the attached coupon. The following is a description of our various current lockbox operations:

i. The City's SID administrator, Assessment Management Group (AMG), receives all the supporting documentation (including envelopes) each day in order to key in exceptions. The data is transmitted electronically and uploaded into AMG's software database.

ii. The Business License, Accounts Receivable and Sewer data is electronically retrieved. Exceptions are to be delivered no later than 11:00 a.m. the next business day. Exceptions are categorized as follows:

(1) The check is already deposited but missing a payment coupon.

(2) Checks that are not made payable to the City or an acceptable payee name.

iii. The lockbox will receive the actual parking ticket, a non scannable coupon, which will require manual data entry. The Parking Ticket data is electronically retrieved. Exceptions are to be delivered no later than 11:00 a.m. the next business day. Exceptions include:

(1) No ticket

(2) No check

(3) Correspondence w/o payment

(4) Rental company contracts

(5) "Paid in Full" payments

(6) Post-dated checks

(7) Checks that don't fully cover tickets (transaction out of balance)

(f) The City requires delivery of lockbox data by 2:30 p.m. daily. The data must be available for electronic retrieval. The exception items must be available for delivery, pick-up, or imaged (preferably accessible via the internet on one file). All supporting documentation must also be delivered, mailed, or imaged. This includes envelopes (including access to the postmark) as well as the back of coupons when the customer provides change of address data. If imaged, the quality of the image must be of an acceptable quality.

(g) The City requires a header record on lockbox transmissions, which includes the time period, covered in the transmission.

(h) All checks and bills that are to be accepted and processed by the Company will be entered into the Company's computer system by customer account number and amount.

(i) The City also requests that the Company provide an FTP site in which the City and AMG can retrieve the information.

(j) The Company is prohibited from contacting any customer regarding their account or payment. All questions are to be directed to the City or AMG.

(k) All research requests from the City or AMG will be addressed within 48 hours.

(l) All daily batch reports will be transmitted in CD media or other approved electronic media.

The City reserves the right to modify the above specifications with the approval of the Company in order to gain increased efficiencies in the system.

The Company agrees to test the scan ability of any stubs the City or AMG plans to use before any stubs are actually processed. Stubs that are subsequently rejected by the Company's processing equipment, and later found to be scan able will not be charged to the City. Only stubs that fail the scanning process twice will be rejected and billed to the City.

12. Parking Coin Sorting

The Company agrees to receive unsorted, unwrapped, coins in bags; count or weigh them; and include them in the deposit on the day received. A separate deposit location number will be provided. The Company is advised that, as these funds are uncounted, proper internal controls must be in place to insure that until the coins are counted and recorded, they are not to be handled by one individual independently of anyone else. In other words, a minimum of two persons must be present whenever these funds are handled until they are counted and recorded.

Current estimates of coins to be deposited from Parking are $85,000 per month, or about $4,000 per day.

Charges for coin sorting shall be reported as a separate identifiable line item on the City's cost analysis.

13. Statement and Advice Frequency

Monthly Bank Statements will be for the full calendar month and will be made available on-line or delivered to the person responsible for bank statement reconciliation within the City's Accounting Operations Division within nine (9) business days after the end of the month.

Monthly Cost Analysis Statement for a particular month will be completed and made available on-line or delivered to the City's Financial Services Division within nine (9) business days after the end of the month.

14. Other Banking Services and Conditions

(a) All returned checks due to insufficient funds will be automatically re-deposited a second time. If a check is returned a second time, the Company will issue a debit memo and forward the returned check to a contact person in the City Treasurer's office.

(b) The City intends to pay for all services specified within the Contract. Other services which the Company customarily provides at no cost shall also be included. All other supplies must be priced and included.

   i. A large portion of the City's deposits will be made through an armored car service that has been contracted by the City. All costs related to the armored car service are paid directly by the City and are not part of this Contract.

(c) All charges will be paid through the compensating balance with net fees due and debited from the corresponding Concentration Accounts. Should the City add services not listed, those charges will be covered by the compensating balance as directed by the City. Unless agreed to by the City, this Contract contains all the costs associated with providing banking services, as requested, to the City.

<u>Additional costs not previously approved or authorized by the City will not be paid or funded in the compensating balance calculations.</u>

(d) All debit and credit memos must be reported in writing, or made available on-line, to the City within three (3) business days (i.e. copy of the memo, plus any supporting documentation). All debit and credit memos required to adjust errors caused by the Bank will not be charged to the City. All bank errors must be corrected within three (3) business days of notification by the City.

(e) The Company agrees to provide MICR check specifications to the City. The City uses laser-check printing and therefore MICR-encodes checks as the checks are printed.

(f) The Company will provide coins and currency as occasionally requested by various locations within the City.

(g) The City is currently utilizing Positive Pay in which the check files are transmitted daily to the Company. This process protects the City (as well as our employees and vendors) against check fraud. The Company runs a report against presented checks and informs the City of any exceptions via its online banking portal. Checks presented for payment at the teller line are also compared to this report and irregularities are communicated to the City.

   i. The City requires electronic transmission of positive pay data
   ii. The City requires uniformity in the administration of positive pay. The same procedures will be followed to implement positive pay for each account.

(h) The City is currently accepting credit/debit cards as payment for many City services. The City accepts MasterCard, Visa, Discover, and American Express at approximately 20 different locations, with the intention to add locations.

   i. The City requires a designated representative to facilitate and manage Chargebacks.
   ii. The City will be credited daily for the gross amount of the bank card transactions. Any sales discount fee or percentage proposed will be billed at the end of the month and will be debited out of the City's Main Concentration Account.

(i) The City requires various accounts in which the City grants authority for individuals in other entities (Insurance third-party administrator, YMCA, Community Schools) to act as signatories on City checking accounts.

(j) The City requires full collateralization of non-FDIC-insured balances through the State of Nevada's Pooled Collateral Program.

(k) The Company will provide the City with the ability to make night drop deposits after hours. City staff will prepare a deposit slip, use a tamper-resistant plastic bag and night drop the deposit after hours, for deposit the next day.

(l) The Company will provide Electronic Data Interchange (EDI) services that are capable of processing EDI transactions for both payments and receipts.

(m) The Company will provide the City with the ability to utilize automated sweep accounts for investment purposes.

15. <u>Additional Banking Services</u>

Additional Banking Services may be added during the term of this Contract if the City determines a need for such additional services. These services will be provided at a negotiated price as determined by both parties to this Contract. Any such services shall be added to the Contract by written amendment and signed by both parties to be effective on such date as these additional services are implemented.

SECTION D – Special Clauses

D-1 Legal Notice [CAO-7/24/08]

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

(i) received by the party to whom it is directed by hand delivery or personal service, or transmitted by facsimile with confirmation of transmission,

FOR THE CITY:

City of Las Vegas
Manager, Purchasing and Contracts
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964

FOR THE COMPANY:

Bank of America, N.A
Greg M. Titus
Senior Vice President
401 S. Virginia Street, 2nd Floor
Reno, Nevada 89501
Fax: 312-453-6476

(b) The parties shall provide written notification of any change in the information stated above.

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

(d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

D-2 Project Manager/Company Representative [CAO-7/24/08]

(a) The City designates Colleen Lewis, Senior Financial Analyst, as the Project Manager for this Contract. The City will provide written notice to the Company, should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.

(b) The Company designates Greg Titus, Senior Vice President, as the Company Representative for this Contract. The Company will provide written notice to the City, should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Warranty – Services [CAO-7/24/08]

The Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty and/or in the event of non-performance and/or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-4 Intellectual Property Rights [CAO-7/24/08]

Except for Company's proprietary manuals, user guides, software and intellectual property rights, all deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City are exclusively the property of the

D-5 Licenses/Registrations [CAO-7/24/08]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

D-6 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

SECTION E – General Clauses

E-1 Disputes [CAO-7/25/08]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute, and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution and in the same notice as to whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be in the City.

E-2 Notice of Delay [CAO-7/24/08]

(a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

(b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Termination for Default [CAO-7/24/08]

(a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:

i. Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;

ii. Make progress, so as to endanger performance of this Contract; or

iii. Perform any of the other provisions of this Contract.

(b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.

(c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in the manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue the work not terminated.

(d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3 (Termination for Convenience).

(e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

(f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

E-4 Insurance:[CAO-1/12/09] R

(a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

i. Industrial/Workers' Compensation Insurance protecting the Company from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance to the City on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive.

ii. Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.

iii. Commercial Automobile Liability Insurance of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles.

If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in (iii) above, do not apply.

iv. Professional Liability Insurance (only if the contract is for professional services) of limits no less than $1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

v. Director's and Officers' Insurance of limits to less that $1,000,000, combined single limited and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

vi. Banker's blanket bond for officers, managers and employees in the amount of Five Million Dollars ($5,000,000.00).

vii. Maintenance of sufficient capitalization to meet the Federal Depositor's Insurance Corporation minimum qualifications for insuring accounts.

(b) The Company shall deliver certificate(s) of insurance in ACORD form, and endorsements indicating that such coverage required by this Contract is in effect shall be delivered to Insurance Tracking Services, Inc. (ITS), the City's authorized representative, within three days after the Award Date of this Contract, or before work commences, whichever is earliest. All policy certificates and endorsements are required to be an agent authorized by that insurer and who is licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Company shall annually provide ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall endeavor to provide the ITS with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801
Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999
Email: michael.palacios@instracking.com

(c) The City, its officers and employees shall be named as additional insureds and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

(d) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Paragraph E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

(e) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

(f) The Company is encouraged to purchase any additional insurance as it deems necessary.

(g) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

E-5 Indemnification [CAO-7/24/08] **R**

(a) In addition to the insurance requirements set forth in Paragraph E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any negligent act or omission on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract Notwithstanding the foregoing, the indemnification obligations of Company for Liabilities under this agreement will not exceed the annual fees paid on an annual basis and $1,000,000.00 over the life of this Contract.

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them, within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

(c) It is expressly agreed that the Company shall defend the City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Notwithstanding the foregoing, the indemnification obligations of Company for Liabilities under this agreement will not exceed the annual fees paid on an annual basis and $1,000,000.00 over the life of this Contract.

E-6 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-7 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-8 Taxes/Compliance with Laws [CAO-7/24/08]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company in the performance of the obligations of this Contract shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

E-9 Audit of Records [CAO-8/5/08]

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of seven (7) years after the date of a transaction giving rise to the services hereunder. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City, or its designated representative(s), shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to the address, designated by the City, within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Agreement. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Paragraph

(c) If, at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-10 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-11 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-12 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-13 Modification/Amendment [CAO-7/24/08]

Except for modifications or amendments required by applicable law, rule and/or regulation, this Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-14 Entire Agreement, Section and Paragraph Headings [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-15 Conflict of Interest (City Officials) [CAO-7/24/08]

(a) An official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) Each party represents, to the best of such parties knowledge, that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-16 Public Records [CAO-7/24/08]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract, all supporting documents, and proposals submitted under the original Request for Proposal are deemed to be public records.

E-17 Confidentiality – City Information [CAO-7/24/08]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. Unless required by applicable law, rule and/or regulation, the

Company shall not disclose this information, nor allow to be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, The Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall, to the extent legally permitted, notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-18 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-19 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

E-20 Changes – Fixed-Price Services [CAO-7/24/08]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

i. Description of services to be performed.
ii. Time of performance (i.e., hours of the day, days of the week, etc.).
iii. Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

(c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.

(d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-21 Counterpart Signatures [CAO-9/24/08]

This Contract may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION F – List of Attachments/Exhibits/Schedules

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference	Date	Pages
Attachment A	Certificate – Disclosure of Ownership/Principals	April 1, 2010	2
Exhibit A	Company's Proposal, excerpted	Sept. 23, 2009	37
Exhibit B	Treasury Services Terms and Conditions	May 5, 2010	69
Exhibit C	Remote Deposit Service Amendment to Treasury Terms and Conditions	May 5, 2010	3
Exhibit D	Commercial Automated Investment Account	May 5, 2010	7
Exhibit E	Earnings Credit Rate (ECR) Calculations	Sept. 23, 2009	1
Schedule A	Pricing for Banking Services	Sept. 23, 2009	4
Schedule B	Pricing for Other Services	Sept. 23, 2009	4

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

J. Ponticello 4/26/10
Deputy City Attorney Date

BANK OF AMERICA

Greg Titus, Senior Vice President

"Company"

ATTACHMENT A
Certificate - Disclosure

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 **Contracting Entity**
Name Bank of America, National Association
Address Reno Plaza BC, 401 S Virginia St. Reno, NV 89501
Telephone 775-688-8783
EIN or DUNS 94-1687665

Block 2 **Description**
Subject Matter of Contract/Agreement –Provider of general banking and merchant card services
Contract No.

Block 3 **Type of Business**
☐ Individual ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Trust X Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity. **Bank of America, National Association is a wholly owned subsidiary of BANA Holding Corporation.**

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: ____.

Block 5 **DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: Bank of America Corporation's Annual Report on 10-K

Date of Attached Document: _February 26, 2010 Number of Pages: 762

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity

KATHLEEN NEWBY
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 96-5891-2
MY APPT. EXPIRES DEC. 18, 2012

Name

April 1, 2010
Date

Subscribed and sworn to before me this 1st day of

April, 2010

Kathleen Newby
Notary Public

Exhibit A
Excerpts from Company's Proposal

1. BOA Proposal Attachment 1. "Work Plan – Response to Statement of Work"

2. BOA Proposal Attachment 2. "Additional Information"

3. Availability Schedule

4. Map of Bank of America branches

5. Additional Questions and Answers

Original

Response to City of Las Vegas Request for Proposal for Banking Services

RFP No. 090056-CW

SUBMITTED BY:
Greg Titus
Senior Client Manager
Bank of America
775.688.8783
greg.m.titus@bankofamerica.com

Jeff Moore
Product Delivery Senior Officer
Bank of America
702.824.9090
jeffrey.b.moore@bankofamerica.com

September 23, 2009

Bank of America

Bank of America

September 23, 2009

Ms. Cindy White, C.P.M., CPPB
Office of the City Clerk
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

Dear Ms. White,

Bank of America is pleased to submit this proposal to serve as the City of Las Vegas' premier provider of general banking and merchant card services. We have summarized the key components of our proposal highlighting some of the reasons we believe Bank of America represents the best qualified banking partner for the City.

- **Government Market Focus** - Bank of America is structured along key market segments. One of these key market segments is State and Local Government. The Nevada Government Banking Department is supported by operations, treasury management, credit, investment management and merchant services personnel dedicated **solely** to meeting the needs of our governmental clients. No other Nevada bank brings this market focus and this level of resources to the government market.
- **Knowledge of the City** – Having previously been the primary bank for the City, and with key personnel (Greg Titus and Lita Evans) having extensive recent experience with the City's accounts, Bank of America is well versed in the City's operating procedures and policies and has built strong relationships and mutual trust with many key City personnel. This depth of understanding is a valuable resource that enables us to provide you with the high quality banking partnership you expect.
- **Substantial Cost Benefits** – In the last two years Bank of America has shown the City many ways to reduce its banking services costs. This Proposal contains even more direct ways to reduce your costs at a time when municipal budgets have never been tighter. These benefits include:
  - A conversion incentive of $300,000 ew ~~**$200,000**~~ in the form of an account analysis credit plus the waiver of all set up fees.
  - An above market Earnings Credit Rate (ECR) through our Premium managed ECR currently set at 0.60%.
  - A waiver of the Treasury Liquidity Guarantee Program (TLGP) fee. This temporary program, implemented by the FDIC in late 2008, provides unlimited FDIC insurance coverage on non-interest bearing accounts. The

duration of this program and/or the bank's continued participation in the program is not fully known at this time.

- **Innovative Products** - Bank of America is ranked as the number one provider of Treasury Services in the United States. We have attained this ranking by offering innovative products and solutions and being responsive to the needs of our clients. The Bank is continually developing new products and services to help keep our client's operations functioning as efficiently as possible. Recent innovations include CashPro, our state-of-the-art web portal, and ePayables. a new payment channel for electronic vendor payments that can pay the City over 1% on many of your existing accounts payables.
- **Proven Support of the Nevada Municipal Credit Market** - Bank of America has consistently underwritten the greatest amount of competitive municipal private placement debt of any bank in Nevada. In 2008 alone, we provided over $500 million in municipal credit in Nevada. This far exceeds any other bank in Nevada. In 2009, we began to limit our credit support to existing clients but we have still managed to provide over $100 million in Nevada municipal credit so far.
- **Commitment to our Communities** - The Bank currently carries an "Outstanding" Community Reinvestment Act (CRA) rating which is the highest given.

Thank you for considering Bank of America. We look forward to the opportunity to demonstrate our capabilities to you and your staff and commit ourselves to providing the City of Las Vegas with the highest quality, most cost effective services in the banking industry today.

Sincerely,

Greg Titus
Senior Vice President
Senior Client Manager

Jeff Moore
Senior Vice President
Product Delivery Sales Officer

Bank of America's Response

In this section, the Offeror is to provide a proposed approach to satisfy the requirements set forth in attached Exhibit A, "Statement of Work". As part of the work plan, the Offeror shall submit the following items:

Attachment 1 - Work Plan: Response to Statement of Work

Please see the following pages for our responses to Attachment 1 - Work Plan: Response to Statement of Work"

ATTACHMENT 1 – WORK PLAN
RESPONSE TO STATEMENT OF WORK

BANK: Bank of America, N.A.

1. Scope of Banking Services
Offeror's Experience
Bank of America has been in Nevada for many years, tracing its lineage back to Valley Bank of Nevada and the Bank of Las Vegas. Today, Bank of America is one of the world's largest financial institutions, and has proudly served customers for over 150 years. We provide unmatched convenience in the United States, serving more than 53 million consumer relationships with more than 6,100 retail banking offices, nearly 18,500 ATMs and award-winning online banking.

Our mission is to provide government clients like the City with successful experiences while leveraging national best practices and tailoring our advice, solutions and service to fit the special requirements of each government entity. Bank of America is a leading financial provider that serves every type of government from the largest states to the smallest municipalities. This trend is very apparent in Nevada where Bank of America serves over half of the state's public entities. In fact, we have twice the level of public deposits as our closest competitor.

Our Government Banking client managers, product advisors and client service teams are experienced banking professionals, many of which have years of experience working within government organizations or directly with government clients. Government Banking representatives receive ongoing training and industry information to maintain expertise in financial trends and topics that may affect our clients and in turn we are better able to recommend innovative solutions to meet challenges that may arise. We are proud of our teams' vast experience and knowledge and we are continuously committed to offer the highest level of service.

Bank of America has been a proud partner with the City for credit needs. As we all enter new frontiers while maneuvering through the current market crisis, Bank of America has demonstrated loyalty and partnerships to the City by utilizing our strong balance sheet and financial stability for many of your credit needs. As government agencies flee toward safety, Bank of America has proven to be that safe haven.

The bank affirms the requirement for the banking services detailed in this section will be performed through the City's Financial Services Division.

2. Accounts Included
The bank affirms the requirement to offer and open the accounts necessary for the City to conduct activity within concentration accounts and various sub-accounts.

3. Account Structure
The bank affirms the requirement for the City to open additional Concentration Accounts, ZBAs, and Stand Alone Accounts for the duration of the contract.
The bank affirms the requirement for all analysis charges to be debited out the City's Main Concentration account and the City of Las Vegas Community Schools Concentration Account by the 20th of each month following the end of each quarter.

4. Availability of Funds
The bank affirms the requirement to credit the City's Concentration Account for selected items accordingly to the above criteria. We have created a customized "Availability Schedule" that maximizes your access to incoming funds. We recommend that the City use this best available schedule. We have included the City's customized availability schedule in the "Attachments" section of this response.

5. Deposit Reconciliation Service
Depository +
Depository+ offers the City an automated reconciliation service that tracks transactions by location number and concentrates these multiple location deposits into one account. Each City location deposits to a unique "subsidiary" account, then dollars and associated information automatically roll up to the appropriate concentration account. The subsidiary account number is associated with your location or department number.

This service provides 100% tracking so that every transaction is reported with a location number and descriptive text, including deposit adjustments, returned items and change and supply order debits.

6. Daily Balance Report Notification and Electronic Banking
(a) For previous day balance and summary reporting, CashPro Online® presents reporting on: closing ledger balance, opening ledger balance, collected/closing available balance, opening available balance as well as transactions, amounts, reference fields, float on credits and any available additional text data.

CashPro gives you access to a wealth of information and related images in one central location. You have current reporting on account activity at your fingertips to make daily decisions, including:

- Lockbox remittance detail
- ACH deletions, returns and reversals
- ACH cash concentration
- Disbursement
- Account analysis
- ZBA/float summary
- ARP daily adjustment

(b) CashPro Online includes a wide variety of preformatted current day transaction and balance reports to assist the City with daily cash positioning. Reports are available to include balance and summaries only, transactions only or a combination of balance, summary and detail transaction information.

(c) Month-end transaction and balance reporting are also available through CashPro Online. The City has access to monthly bank statements and Account Analysis statements as soon as they are available, without having to wait for paper statements to arrive in the mail. Online statements and reports can be viewed, printed or exported to internal ERP software.

(d) Monthly bank statements are available the next calendar day after the generated cutoff date. Account Analysis statements are available the sixth business day of the billing month. They can also be exported in a PDF or TXT (text) format.

7. Electronic Banking
(a) Bank of America currently offers online entry of stop payment capabilities through CashPro Online or by calling your Client Service Advisor if online access is unavailable.

With our Stop Pay service, the City can place stop payment requests directly into the bank's stop payment files over the Internet. Stop Payments may be placed for six, 12, 18, 24 and 36 month durations. A formatted screen guides you in providing the required information. If the PC is linked to a printer, this screen may be printed as verification of the stop payment request. Confirmation of stop payments will be delivered online within minutes of release to the bank. This information is now available at all banking centers nationwide for viewing by our tellers.

(b) Yes, Bank of America has a fully automated online coin and currency ordering system. This service allows the City to submit change orders through a single file transmission connecting to the secure Bank of America website. Change orders can be made for next day delivery prior to 6:45 p.m. Pacific in one comma delimited file. Change orders can be placed 24 hours a day; however, orders transmitted before the 6:45 p.m. cut-off are available for armored courier pick-up the following business day.

(c) The City can initiate ACH payroll payments (including withholding taxes) through CashPro Online ACH. In a single session, you can initiate as many ACH transactions as desired. Clear, easy-to-follow screens guide you through each step. User-friendly processes reduce or eliminate the cost of using outside vendors to perform your ACH transactions. Simply key in transaction information such as dollar amount, account number and bank ID number or use the CashPro Online data import capability to upload information from your internal application systems to avoid re-keying.

Besides direct deposit of payroll, the City can initiate other ACH payments through CashPro Online ACH including:

- State and Federal tax payments
- Cash concentration and disbursement
- Vendor payments

- Pre-authorized debits and credits
- Internal book transfers
- State child support payments

(d) CashPro Online enables the City to send wire transfers at any time, creating and using repetitive templates with the click of a button. As payment information is entered, CashPro Online intuitively modifies the screen to accommodate each type of transfer — internal, domestic or international wire transfers.

Wire Authorizations
Our security procedures allow the City to establish an authorized user's access to accounts, templates and types of transfers. Three different approval levels are available to safeguard your wires. If you choose not to specify an approver, the individual preparing the transaction also has the authority to approve it. Alternatively, you can require that one or two individuals (other than the person who prepared the wire) approve the transfer before it is released to the wire system. Static and dynamic transaction limits provide flexibility over the approval process, allowing you to specify the number of approvers based on the dollar amount of a transaction.

Wire initiation can be made over the telephone by calling your Client Service Advisor if online access for your City staff is unavailable. For telephone initiated transfers, Bank of America confirms transfers above the City's established thresholds with an authorized individual. The City can establish whether the individual verifying the wire must be different than the individual who initiated the wire.

The City will have the ability to warehouse wire instructions for future dated wires up to 30 days online.

8. Earnings Credit Program
The Earnings Credit Rate (ECR) on the City's accounts is used to calculate your Earnings Allowance which is based on your average investable balance. The ECR is applied to the monthly average positive collected balances net of reserves (investable balances). Specifically, the formula for calculating earnings is:

(Investable Balance x ECR x Days in Month) / 365 days in the year

Bank of America will offer two ECR options to the City and the City may elect to change options during the contract, up to a maximum of three times per year. The two options are as follows:

- 91 Day UST Bill – This ECR option is based on the previous month's 91 day US Treasury Bill auction average. It lags by one month and is set at the monthly average of the previous month's weekly UST Bill auctions. Historical rates for this ECR option are shown in Form G of this response.
- ECR Plus – This is an ECR rate that was instituted by Bank of America in the fall of 2008 when the UST Bill based ECR rates fell to near zero percent. It is a managed rate, meaning that it is set by the Bank and is not tied to a market index. This rate may vary at the bank's discretion and is designed to be in line with other bank's managed ECR rates. A history of this rate is shown in Form G of this response.

Net Positive Collected Usable Balance is based on the Average Net Positive Collected Balance, less 10% legal reserves (if applicable). Currently, this 10% reserve level is not applicable so reserves are not deducted. Average Net Positive Collected Balance is based on the daily net of all positive and negative collected balances within the relationship with the daily balance ending in a positive balance. These are totaled and divided by the number of days in the month.

Overdraft fees are not charged on negative collected balances. Any negative collected balances are averaged and offset against the average positive collected balance for the month. If there is a net negative collected balance for the month, there is an interest rate charge based on the Prime Rate.

9. ACH Services
Bank of America is a fully qualified ACH processor and member of NACHA. We can process all ACH files according to established NACHA rules and deadlines.

The City can initiate a direct transmission for ACH origination, and can also process ACH payments through CashPro Online ACH including:

- State and Federal tax payments
- Cash concentration and disbursement

- Vendor payments
- Pre-authorized debits and credits
- Direct Deposit of Payroll
- Internal book transfers
- State child support payments

10. Account Reconciliation
Bank of America affirms the requirement to offer Full Account Reconcilement services via CashPro Online to the City. The City can continue using an industry standard CSV file to transmit their files via FTP to the bank. Value-added options for Full Account Reconcilement include CD-ROM Image Access of cancelled checks.
CashPro Online is the online access channel for Account Reconcilement, giving the City immediate access to the status of items. Here, the City can view transactions on your reconciliation reports, receive credit and debit memos, and access cycle-end statements the next business day following the monthly cutoff.

Full Account Reconciliation
Prior to issuing checks, the City will provide information electronically on individual checks electronically to Bank of America. This check information includes serial number, date issued and dollar amount. The City can also include additional data for payee name and other discretionary data on each issue record. As checks are presented to Bank of America for payment, we match the paid items to the issued item on file and produce a report at the end of your accounting cycle showing the results of the match.

We can provide the City with a CD containing: posted checks and debits (notices of adjustments), or credit/deposit ticket images. Inquiry fields on CD-ROMs can include account number, check serial number, dollar amount, date paid and check sequence (processing) number. CDs support a maximum of eight million index records. Images of paid items will also be stored online for up to seven years and can be retrieved within three to five minutes based on simple search criteria of check number and/or dollar amount.

The bank will return all credit and debit memos to the City via CashPro Online.

With Stale Date Control, the City can designate a time period during which checks issued are valid. After this time period, checks are considered stale dated and will be retuned unpaid. Should the City elect our Positive Pay service, then these items can be viewed via CashPro Online for a pay or return decision by the specified deadline.

11. Lockbox Service
(a) Yes.
(b) Yes.
(c) Yes.
(d) Yes.
(e) Yes.
(f) We recommend that the City select our mid-morning clearing at 11 a.m. Pacific. The data transmission detail is generally sent within two hours after the deposit clearing. Since our scannable lockbox currently does not image envelopes, we may recommend that the City select a wholesale image lockbox to receive imaged envelopes.
(g) The bank affirms the City's requirement for a header record on lockbox transmission.
(h) The bank affirms the City's stated requirement.
(i) The bank affirms the City's stated requirement.
(j) The bank affirms the City's requirement to prohibit the bank from contact any customer regarding their account or payment.
(k) The bank affirms the City's requirement for all research request to be addressed within 48 hours.
(l) The bank affirms the City's requirement for all daily batch reports to be transmitted in CD media.

Lockbox Solutions
Bank of America recommends that the City use our state-of-the-art lockbox processing facility located in Los Angeles, CA. The premier site offers the City expedited mail float, for scannable remittances. Bank of America is currently processing SID payments for Clark County at this site.

The Los Angeles lockbox processing site is located approximately seven miles from the main U S Post Office in Los Angeles. On average, mail is delivered to the mailroom eight times a day and only 15 minutes after pickup from the post office.

Our Los Angeles Lockbox Site currently operates in an automated environment where work is processed on specialized equipment and software on various shifts. Lockbox mail is delivered by courier at designated times from the United States Post Office to the Los Angeles Lockbox Department mailroom. Since the bank maintains a unique ZIP code, the mail is sorted via the automated mail sorter equipment to the box level. The mail is then delivered to the processing floor.

Once the mail is delivered to our secured, access controlled building it is delivered to the secured processing floor; the Lockbox Team Leaders distribute the mail to the processors. The first step in processing is to input the lockbox number into the automated software to pull up the lockbox specifications. The contents of the envelopes are removed and a negotiability review is conducted on each check. Using the lockbox specifications, the processor continues with "batch entry" via the automated processing software. Checks are encoded and imaged check copies are produced. In addition to the imaged check copies, clients receive Account Batch Listings and Lockbox Deposit Summary Reports.

After the checks are encoded and the deposit is balanced, the original checks go to Item Processing for ledger credit to the demand deposit account. The copies of the checks are then matched back to the appropriate invoices and stapled together. The processed work is grouped with the appropriate Account Batch Listings and Lockbox Deposit Summary Report. The final step is to prepare the mail out package based on the client's Lockbox specifications.

In addition to our automated wholesale scannable processing, our Los Angeles Lockbox site creates data transmission for the County where we "key" specific client information from the check and/or the invoice. The data transmission file is sent daily to facilitate the automated updating of receipts to your accounts receivable system.

Quality Control
At Bank of America, it is our belief that quality should be built into our processes. We provide each Lockbox associate with extensive training. Ongoing associate development and performance objectives are established and performance progress is continually reviewed with the associates. Accuracy is a specific job requirement in addition to productivity and is monitored daily. Error feedback is immediate, including errors identified and corrected prior to detection by the client.

Client specific instructions are incorporated into the on-screen client instructions or hardcopy instructions, which contain all processing procedures for each client. The instructions include deposit times, special processing instructions, a list of payees, image criteria, the transmission deadline, supplemental key entry requirements and mail out instructions.

Changes made to processing instructions are provided to the Client Services Representative or Lockbox Client Service Representative in writing. Upon receipt, the changes are made to the online instruction database and highlighted so the processing associate can locate the changes easily. A hard copy of the change is produced and delivered to the unit supervisor who trains the primary processor and his or her backup person.

Less Paper Handling
With the image system, the process for capturing check and remittance detail information is improved, resulting in a more accurate and complete data transmission to the client. Working from images means that there is less potential for mislaid paper items. Key entry of remittance data such as invoice number is performed by the operator through on-screen prompts while viewing the image, which means that all requested information, is keyed. Operators can enlarge and enhance images of remittance documents for greater clarity in performing supplemental keying, resulting in fewer errors and omissions and better quality to our Image Lockbox clients.

12. Parking Coin Sorting
Cash Vault
The bank's closest cash vault, located at 4101 E. Charleston Boulevard, Las Vegas, Nevada 89104, will accept unsorted, loose coins and make same-day deposits if received prior to that facility's closing time. We recommend that coin deposits over $25 be listed on a separate deposit ticket from other deposits made by the City that day, and that coin bags not exceed more than 25 pounds.
Sophisticated equipment and security procedures are used in our vaults, providing a service in which the City can have confidence. Stringent controls are in place at the cash vault to ensure that cash is handled appropriately. All deposit bags are inspected to ensure there is no evidence of tampering and opened within a secured area in the cash vault.

Dual control, which consists of two bank employees, is just one of the methods used within the cash vaults to minimize losses. Dual control is used when opening and closing the cash vault, when shipping and receiving bags, and when distributing cash to tellers. In addition, the cash vault is equipped with surveillance cameras in key functional areas.
Charges for coin sorting will be reported as a separate line item in the City's cost analysis.

13. Statement and Advice Frequency
Monthly bank statements are available via CashPro Online the next calendar day after the generated cut-off date. By receiving electronic statements, the City will not have to wait for the printed statements to arrive in the mail. Statements can be viewed, printed or exported into PDF or text formats.
Account Analysis statements are available via CashPro Online the sixth business day of the billing month. Once historical information is available, the City can access six cycles for bank and account analysis statements. The City can elect to store six or 24 statement cycles for account reconciliation.

14. Credit Card Processing Services
In our proposal, we are presenting information to assist the City of Las Vegas in selecting a partner that can provide a suite of payment processing options now and well into the future. At Bank of America, our mission is to be the premier provider of bankcard products and services with emphasis on building customer relationships. Merchant Services is committed to providing the highest quality of service. Our goal is to meet or exceed the service expectations of every customer with accuracy, speed and responsiveness to requests and inquiries.

Major benefits of processing with Bank of America include:

- Bank of America Merchant Services is an experienced and respected bankcard transaction processor, accumulating over 30 years as a founding member of MasterCard and Visa.
- A dedicated Implementation Consultant will be assigned to assist during the conversion process: from the initial application through the first merchant settlement.
- Bank of America is one of the largest credit card issuers and bankcard merchant processors in the US.

Implementation

Bank of America Merchant Services uses a Project Management Methodology (PMM) to manage the implementation of your credit card acceptance program. Bank of America will take a phased approach to the implementation process in order to review each agencies individual needs. Depending on the needs of each agency, the implementation process can vary. An Implementation Consultant will be assigned as the primary point of contact throughout the conversion to Bank of America Merchant Services.

Merchant Services Customer Service and Support
The primary Bank of America Merchant support centers are located in Spokane, WA, Louisville, KY and El Paso, Texas. In total, there are more than 600 dedicated associates to provide merchant bankcard services and support. Some of the specialized bankcard center departments include Customer Service, Training and Activation, Chargebacks, Research, Technical Support and Product Consultants. The Merchant Services team excels at providing technical support, monitoring vendor service levels, supporting Help Desk services, research of Chargeback activity, executing the deployment of terminals and supplies, transaction/statement reconciliation services and providing direction for the deployment of new products and services. Outstanding customer service is the foundation of Bank of America. We strive for a one-call resolution for all merchant services needs.
Our Customer Service support is available Monday through Saturday, from 5am to 6pm (Pacific), and the Terminal Technical Support area is available 24x7, 365 days per year. The Merchant Services call center can be reached toll free at (800)228-5882. A special customer service team is available to merchants with Public Sector and Commercial banking relationships as a point of contact for day-to-day activities.

Senior Account Manager
A Senior Account Manager will also be assigned as a single point of contact for the City of Las Vegas. Your Account Manager will be engaged during the implementation phase and continue their role once testing and implementation is complete. The Account Manager will support your high level, strategic planning and relationship management needs as well as have ownership of the overall Merchant Services Relationship. They are responsible for the overall success of the relationship and will be the escalation point for any merchant services issues. Additional responsibilities include working with the City in a proactive manner anticipating needs and offering value added solutions along with collaborating with other Bank of America business partners. Your Account Manager will also identify gaps, potential issues or opportunities, and determine appropriate solutions

while working to establish her role as trusted advisor, soliciting expectations for service in order to exceed your expectations.

Merchant Services Reporting
Bank of America offers merchants our interactive, web-based reporting (BAMSAccess.net). Authorized users can review, print, email reports and obtain merchant statements. Transaction reports are available the following business day and statements are available by the fourth business day of the following month. Statements and transaction history are retained and available for 13 months. There are comprehensive reports for researching deposit and exception transactions, creating an audit trail and reconciling accounts. These reports are available "on-demand" or on a preformatted and scheduled basis. Reports can be automatically emailed in text format, or exported into several standard formats (pdf, xls, csv, txt or BAI). Merchants can select from over 100 preformatted report details.

Please feel free to visit the Access.net Demo using the link below to review and evaluate this product.
https://www.bamsaccess.net/jsp%5Ccommon%5Cindex.jsp
USER ID: regmdemo
PASSWORD: regmdemo

Funding Credit: Timing and Method
For electronic bankcard processing directed to a Bank of America checking account, Bank of America provides "next business day" funding for the net amount (total sales minus total sales credits/returns) transmitted. While "next business day" funding is still made available for non-Bank of America checking accounts, the availability of funds cannot be guaranteed on the same schedule. Business days are Monday through Friday, excluding Federal holidays. The deadline for electronic transmission varies depending on the application. The primary cut off time to receive next day funding for MasterCard and Visa transactions is 10:00 PM PST. The deposits into a Bank of America checking account memo post in the morning and final posting in the evening. Bank of America has the ability to deposit into one checking account and take fees from another as well as deposit by a unique location number. Merchant fees are deducted the first business day of the following month from the designated checking account. Bank of America can process American Express and Discover transactions through the same equipment, software, or web gateway however these companies directly deposit via ACH into the merchant's checking account at different time frames. Each company has their own related merchant discount pricing and deposit schedules.

Retrievals and Chargebacks
Our award winning Chargeback area uses an advanced system which enables us to resolve more than 35% of all chargebacks automatically without any intervention from Bank of America Merchant Services or the County. We use the most advanced technology for handling retrieval and chargeback processing. This technology has automated and expedited the exception handling process, minimizing chargeback losses and operational costs for our merchants. Because of this, multiple industry awards have been presented to Bank of America Merchant Services for our outstanding chargeback processing.
Bank of America will fax all preliminary retrieval requests. A second notice is faxed as a reminder of an outstanding request. Chargeback documentation is sent via US Mail. Bank of America handles all Chargebacks and retrieval requests in compliance with Visa and MasterCard regulations. Exception transactions (chargeback and retrievals) are also reported through our online reporting tool, BAMSAccess.net.

Security and Compliance
Internet Security
Bank of America Merchant Services and TSYS Acquiring Solutions have both passed the rigorous security requirements set forth by Visa and MasterCard. Security requirements start with detail at the level of the sturdiness of the doors and the door hinges behind which data files/transmissions/hardware are housed, and progress to computer and file requirements that include 100 percent security backup of transactions.

Bank of America uses a continually evolving Best-Practices protocol to maintain security and prevent unauthorized access to systems and data. Full cardholder numbers are truncated in keeping with card association and state laws to further protect cardholder identity. Firewalls are in place to meet the Federal Governments standards. Access is allowed on a need-to-know basis and passwords are established by users, changed frequently, and require best practices for acceptance.

PCI Data Security Standard Obligations

Per the processing agreement included in the RFP response, each merchant that engages in card acceptance must ensure its own compliance with all Card Organization rules and regulations regarding the security of cardholder data and must have proper security measures in place for the protection of cardholder data. This includes compliance with the Payment Card Industry ("PCI") Data Security Standard, which may be reflected in the Visa Cardholder Information Security Program ("CISP") and the MasterCard Site Data Protection Program ("SDP"), as well as all other Cardholder Data security rules and regulations set forth by any other Card Organizations now or in the future. Cooperation with Bank of America Merchant Services and the Card Organizations relating to any potential or suspected loss or theft of transaction information is crucial to minimize the losses in a timely manner. PCI compliance not only ensures that the information related to each customer utilizing a credit or debit card as a form of payment will be secure, but this level of security may also be viewed as a competitive advantage by each merchant. If a merchant is truly compliant with the PCI Data Security Standard at the time of any loss or theft of transaction data, the merchant would enjoy a "safe harbor" from any fines that may be imposed by the Card Organizations.

Your dedicated Account Manager will work with you to ensure the City is assessing, retaining and documenting PCI compliance.

Bank of America Compliance
Bank of America takes PCI Compliance seriously. Bank of America Merchant Services, in cooperation with CyberTrust, a third party assessor, renewed Payment Card Industry Data Security Standard (PCI DSS) compliance with the Card Organizations' effective March 18, 2009. A comprehensive Report on Compliance (ROC) was completed to satisfy these requirements. This annual validation, mandated by the Card Organizations' is valid through March 31, 2010. Bank of America Merchant Services is fully supportive of the Card Organizations' requirements for acquiring organizations to achieve complete PCI DSS compliance. To verify Bank of America Merchant Services PCI DSS compliance status you may visit www.visa.com/cisp and refer to the list of compliant service providers.

Contingency and Back Up Capabilities
Bank of America Merchant Services has participated in ongoing contingency planning for many years. Each unit is required to establish, maintain and test an alternative geographically separate site to provide full backup in the event of an emergency. Additionally, each unit has a management plan in place to provide for redundancy in all key functions. Bank of America Merchant Services devotes substantial focus to maintaining an active contingency plan. Bank of America and Bank of America Merchant Services have formal disaster planning programs. All Bank units update their disaster review planning every six months, and perform disaster recovery testing annually.

Bank of America Merchant Services utilizes TSYS Acquiring Solutions (formerly known as Vital Processing) for its primary authorization services for both dial and frame relay processing due to its fully redundant network processing platform and facilities. TSYS's network facilities have been engineered using multiple telecommunications carriers to provide merchants with full service in the event that any single system component should fail. The Vital system has only experienced 98 minutes of outage time over the last 12 years.

Production servers reside in two separate data centers, San Mateo, California and McLean, Virginia. All batch and authorization information is replicated real time between the two data centers. In the event of a loss of one of the data centers, all incoming traffic would automatically be rerouted to the available center. Once the center comes back online, the captured data is synchronized and normal production operations resume.

The TSYS facility in Tempe, Arizona, incorporates a business prudent disaster recovery environment for all information services-based activities. Copies of all data are stored off-site at a secured and environmentally controlled location. In addition to the Phoenix based off-site data storage capability, Vital regularly makes "across the network" copies of selective critical data to the VisaNet facility in the San Francisco area. The Tempe facility also includes the use of a state-of-the-art emergency power system, including a battery based Uninterrupted Power Supply (UPS) system for critical building facilities, network components, and staff areas. Switching of all authorization traffic is provided from multiple, redundant processing centers around the world, which are all cross connected via a high speed, redundant, multiple carrier network..

In the event of a major disaster, TSYS' data center recovery team would move immediately to their standby hot site and begin restoring systems for accounting and merchant files. Visa and MasterCard would stand in for

VITAL for authorizations. Incoming and outgoing clearing and settlement would be exchanged with Visa, MasterCard, and Diners Club daily with the use of magnetic tapes.

Bank of America Merchant Services maintains two Merchant Support Center sites to balance any activity in case of a disaster or emergency. The primary site located in Spokane, WA and the second site in Louisville, KY.

15. Other Banking Services and Conditions
(a) The bank affirms the requirement for items returned unpaid for insufficient funds upon first presentment, to automatically reclear a second time. The City will have a line item charge on their account analysis statement for "Returned Item Reclear," which represents the number of items that have been recleared by the bank. If the same item is returned unpaid a second time, the item will be charged back to the City's designated account. The account analysis statement will show a line item charge for "Returned Items," which represents the number of items that have been charged back by the bank.
(b) The bank affirms this requirement.
(c) The bank affirms the City's requirement to use compensating balances to pay for banking fees. The bank will provide the City with a preferred Earnings Credit Rate (ECR) that will generate the earnings credit to offset fees.
(d) The bank affirms this requirement. Adjustments are reported online within one to two days of the adjustments being made. To make it easier for the City to reconcile deposit activity, the bank posts a separate debit or credit to the account for an adjustment amount. The City can view deposit adjustments via CashPro Online, or view the adjustments on the bank statement. Bank of America will provide the dollar amount of the adjustment, the deposit bag number, the account the deposit was made to, and the location number. Deposit adjustments are reported at the account level.
(e) The bank affirms this requirement.
(f) The bank affirms this requirement.
(g) The bank affirms the requirement to provide and implement Positive Pay service uniformly across all of the City's accounts.
(h) Bank of America handles all card fraud and disputes including chargeback and retrievals requests in compliance with the MasterCard and Visa Association rules and regulations. Many chargebacks can be resolved within our system without merchant intervention. Our chargeback associates have a high level of expertise and have won many awards from MasterCard and Visa for their outstanding level of performance in this area.
Credit card disputes are handled in-house by our dedicated BA Merchant Service's Chargeback and Retrieval teams. BA Merchant Services provides the most comprehensive customer support in the industry and has been recognized 9 times over the past several years as "Best in Class" for Exceptions Processing. BA Merchant Services handles all Chargebacks and Retrieval requests in compliance with Visa and MasterCard regulations. In addition to the high level of expertise in our Chargeback and Retrieval teams, our Customer Service representatives are trained to assist merchants with Chargeback or Retrieval inquiries with access to online information. The Senior Account Manager is also available as an escalation point or to discuss non-routine Chargeback inquiries.
BA Merchant Service's Chargeback Image System incorporates the Retrieval and all aspects of the Chargeback dispute process. It marries image and data utilizing technology in concert with artificial intelligence software in order to achieve maximum Chargeback protection. Clear copies of Retrieval responses and Chargeback rebuttals/documentation may be faxed directly to the Image System. They are indexed into the system. Sales drafts responding to retrieval requests would be routed to Visa/MasterCard image workstations. Chargeback rebuttals would systemically reopen the corresponding Chargeback file folder for action by investigative staff. This method reduces merchant Retrieval requests and allows us to respond more rapidly to the Chargeback thus improving recovery potential. In addition to the efficient handling of Chargebacks and Retrievals, tracking and reporting are key attributes of our Image System.
BA Merchant Services does not arbitrarily debit merchants for chargebacks. Our exception processing resolution system scrutinizes each chargeback ensuring the issuing bank follows proper protocol when initiating a chargeback for any given reason code. Each disputed transaction is then reviewed by our specialized chargeback investigation team to verify the validity of supporting documentation and required data elements. Not until every possible avenue of returning the chargeback to the issuing bank is explored will BA Merchant Services debit the City for any chargeback and ask for documentation to refute the disputed transaction. As chargebacks are loaded to our CADRE system daily, notification files can be generated to alert the City of the chargeback received. This process allows our customers to be more proactive in their approach to responding to each exception item during such time as BA Merchant Services investigators review cases. A chargeback advice letter is generated to advise of the debit and provided integral information needed to respond appropriately.
Chargeback advices can be provided in a variety of manners including mail or fax. Each advice will contain a clearly defined date by which the City will need to respond to give BA Merchant Services the opportunity to

represent the transaction on the merchant's behalf. This respond by date will calculated to reflect 38 calendar days from the received date of the chargeback.

For electronic bankcard processing directed to a Bank of America checking account, Bank of America provides "next business day" credit via ACH for the total settled sales minus any credits/returns issued by the City. Business days are Monday through Friday, excluding federal holidays. The deadline for electronic transmission varies depending on the vendor or solution. The primary cut off time to guarantee receiving next day funding for MasterCard and Visa transactions using terminals is 10:00 PM PT. Batches settled after this time may also meet the timeframe to deposit the following day. Some software applications or internet gateway solutions may have their own internal settlement schedules with a different settlement time frame that is controlled by the software or gateway vendor and not by the merchant or Bank America Merchant Services. Joint discussion with these vendors may assist us in identifying ways to improve their funding time frames.

Our standard procedures for funding/settlement/fees:

- Monthly merchant fees are deducted once a month on the first business day of the following month from the designated checking account.
- Bank of America can make deposits into the checking account using a unique 1-6 digit identifying number assigned by the City instead of using our assigned merchant number.
- Bank of America can separate entries for deposits, adjustments, and chargebacks.
- Deposit can be made into one checking account and fees can be deducted from another checking account
- Deposits by merchant number can be by each individual settled batch or total batches for the day.
- Deposits to another Bank's checking account take one extra day for depositing and once received the other Bank determines the posting time frame.

(i) The bank affirms this requirement.
(j) The bank affirms this requirement.
(k) The bank affirms this requirement.

Attachment 2 - Additional Information

Please see the following pages for our responses to Attachment 2 "Additional Information"

ATTACHMENT 2 - ADDITIONAL INFORMATION

BANK: Bank of America, N.A.

1. Overnight Sweeps:

(a) Describe the overnight sweep account offered by the bank including overnight investment options available to maximize the City's potential earnings.

Bank of America recognizes the importance of managing cash positions effectively and easily. To aid the City in this effort, we will offer automated sweep accounts and high interest public fund accounts. Both types of accounts will allow the City to maximize interest earnings at minimal effort.

Automated Investment Service (AIS) Sweep

The end-of-day sweep invests any excess funds above your target balance into one of several investment options. All investment features are completely automated to eliminate wire transfer, custody and transaction fees. Our AIS accounts are not FDIC Insured, may lose value and are not bank guaranteed.One of the major advantages to the Bank of America AIS Overnight Sweep service is the investment flexibility it offers, including:

- Repurchase Agreements – Underlying securities may be direct obligations of, or guaranteed by, Government Sponsored Enterprises, the US Government or an agency thereof.

- Money Market Mutual Funds – There are various options under the AIS Mutual Fund Sweep that you may select from depending upon your investment dollars and statutory investment guidelines. Each of the options provides the City with the opportunity to select from one of the following two funds, all of which are in compliance with Nevada Revised Statutes: Treasury Reserves or Cash Reserves

Public Funds Interest Checking (PFIC)

Our interest bearing PFIC account is designed to meet the complex needs of government entities as well as U.S. government agencies, and can be used in conjunction with many other treasury management products. Designed as an operating account, the PFIC account can meet complex banking needs while earning a competitive interest rate, posted to the account in hard dollars monthly.

With the PFIC, interest is accrued daily based on the collected balance and a 365-day year. Interest is compounded on each individual interest-bearing account and is credited on the last business day of the month. With the PFIC Account, interest is calculated using 100 percent of the collected balance. No reserve requirement is applicable on this account. Please note that PFIC balances would not qualify to earn analysis earnings credits; therefore, these balances could not be used to compensate for bank services.

(b) Does the investment(s) meet the Nevada Revised Statues 355.170 for allowable investments?

Yes, we affirm that our proposed AIS sweep and PFIC accounts meet the NRS requirements for allowable investments.

2. On-line Capabilities:

(a) Provide detailed description of the bank's online banking abilities, the functions that can be performed and the types of reports that can be issued. Additional information can be attached to the proposal.

Bank of America Cash Pro Online

CashPro Online is the innovative online solution that we recommend for the City to consolidate their treasury functions into one portal. CashPro Online delivers simple, secure access and greater control over all treasury functions, wherever and whenever you choose.

Timely, flexible reporting can keep the City up to date on everything from account activity and lockbox detail to the status of outgoing wires. This comprehensive information can be an invaluable resource in managing your daily working capital needs. Whenever you need to obtain information or perform an activity, simply log onto CashPro Online and access the information and tools you need, when and how you need them, through customized user preferences. Switching seamlessly across services, you can initiate a variety of transactions using one portal and one password.

In summary of the extensive paragraphs below, CashPro Online enables clients to perform the following functions each with extensive customized reporting features:

- Payments: Online intitiation of ACH, wire and internal tranfers through a single sign-on
- Receipts: Acclerated posting of incoming payments, lockbox images, returns and exceptions items
- Reporting: Robust customized information presented online, exported, or alerted to your mobile device
- Security: Fraud prevention ensure authorized access; protected by encryption, password and firewalls

With CashPro Online, the City can initiate a range of everyday payments, improve productivity and increase the speed of daily administration.

ACH Transactions

Avoid the cost of using outside vendors to perform ACH payments. In a single session, the City can originate an unlimited number of transactions, such as state and federal tax payments, internal book transfers and direct deposit of payroll. Simple screens instruct users on how to enter information, or data can be imported to avoid manual keying. For greater efficiency, authorized users can release multiple batches of ACH transactions rather than one batch at a time. If needed, all items within a batch can be reversed online in one easy step.

Electronic Transfers

Initiate internal, domestic and international wires – as well as drawdowns – from a single payment screen. As information is entered, CashPro Online intuitively modifies the screen to accommodate each type of transfer. Wire transfers can be initiated in U.S. dollars or foreign currencies. By including the beneficiary or other designated party's e-mail address when initiating a wire, the City can generate an e-mail notifying that party of the payment along with details regarding it.

A unique batch import feature allows a file of wire instructions to be uploaded, saving time and minimizing keystrokes. Authorized individuals can approve wires from anywhere in the world. Wires processed through the S.W.I.F.T. network are reflected in the City reports, which are updated continuously throughout the day.

Timely Reporting and Easily Accessible Images

The exceptional reporting capabilities within CashPro Online allow you to quickly view information on incoming payments, providing faster access to funds. Simply visit CashPro Online to view detailed information about lockbox activity and images. Quickly locate specific transactions by retrieving payments by check amount, check number or other remittance detail.

Images appear with a click of the mouse, making it easy to view any check or remittance document. Images of checks and remittance documents processed through your wholesale lockbox are available the day of deposit. Images and information can be accessed online for 45 days or longer, using our flexible retention options. The City can manipulate images online or download them in batches, depending on need Information about returned checks that were originally deposited in a lockbox can easily be viewed online.

Track every step in exception item resolution with the CashPro Online electronic note feature. Build an online history of adjustments for any account by adding comments that stick to the file for convenient viewing by others in your company. These notes remain with the images even when archived. Use images to quickly help resolve exceptions online – improving cash application and working capital management. With the CashPro Online split-screen and dual-screen capability, the City can view both CashPro Online and the accounts receivable system at the same time, increasing work flow efficiency.

Information Reporting

With CashPro Online, the City can access information across all of its accounts, including those at other banks. Current-day information on receivables and payables is updated throughout the day and access to this information is available 24 hours a day, seven days a week. CashPro Online consolidated multi-bank reporting provides a convenient summary balance statement, helping to streamline recordkeeping.

The City can create customized report templates to show specific account information. Flexible distribution options are designed to accommodate and enhance work flow – choose to print, download, fax or e-mail data and images one transaction at a time or as a group. For even greater efficiency, the City can schedule automatic downloads of prior and same-day reports through CashPro Online. Simply indicate the appropriate format, time and place that the file should be automatically downloaded, and we will take care of the rest.

Online Statement Capability

Access your DDA statements online with CashPro Online eStatements. The City can view check images, attach electronic notes to line items, and print or download statements for future reference. Online investment confirmations are also available. Instead of waiting for paper statements to arrive in the mail, this convenient alternative quickly delivers the information you need.

Fraud Prevention

Whether it is through a check payment or an ACH debit, virtually any bank account is susceptible to fraud. CashPro Online helps provide the City with access to the necessary information to improve control over its accounts. CashPro Online provides access to Bank of America fraud prevention solutions such as Positive Pay, Reverse Positive Pay, Teller Positive Pay, Payee Positive Pay and ACH Positive Pay. The City can choose the service that best meets its fraud prevention needs and can gain convenient online access to information on suspicious transactions.

3. If Offeror already has a banking relationship with the City, please describe how this relationship can improve.

The City is not currently in a banking relationship, so the bank views this opportunity to demonstrate the bank's ability to provide enhancements and efficiences to the City as the best way to improve our relationship. We provide value to client relationships beyond normal treasury services by supporting your credits needs and discussing solutions for your future growth needs.

4. Conversion Plan (if applicable):

(a) The City will require approximately 300 endorsement stamps and deposit books for 150 locations.

The bank affirms our ability to meet all needs of your various locations with our banking center presence witin the City, and the ability to consolidate reporting into one accessible portal. The bank will offer the City a conversion credit to cover the cost of all new supplies.

(b) Describe the overall plan your bank would coordinate to ensure a smooth transition from the current provider.

In additon to your dedicated client team, the bank will assign an Implementation Consultant to serve as the project manager for the full conversion and implementation of our services. The Implementation Consultant will:

- Establish a working, consultative partnership with your representatives
- Serve as your single point of contact
- Define the scope of the implementation, including products, account structure, timeframes, documentation, roles, system requirements, service agreements, testing and training
- Track progress through ongoing meetings with key business partners and communicate with you during the entire process
- Ensure all elements are completed on time

The Implementation Consultant prepares all necessary setup documentation, identifies and satisfies all of the City's requirements, and oversees the day-to-day details to ensure a smooth and timely conversion. Once the scope and technical requirements have been finalized, the Implementation Consultant will build a customized timeline that addresses the specific requirements of the City. The Implementation Consultant will then send the City a timeline highlighting specific dates, requirements, and documentation, and conduct an implementation kickoff meeting.

Conversion Plan

The following are steps taken when implementing services at Bank of America:

1. Implementation Meeting – The Implementation Consultant will immediately schedule a meeting with the City's staff to confirm its objectives and will design a customized implementation plan for services.

2. Documentation – All necessary service setup forms, as well as any applicable equipment and file specifications will be provided to the City with clear instructions. The Implementation Consultant will review the documentation with the City and answer any questions.

3. Supplies – The City can order any new supplies through the bank by contacting your dedicated CSA, or through an outside vendor.

4. Data Exchange Testing – For new services that require an exchange of data files, it is necessary to test with the bank.

5. Training – Bank of America will continue to work with the City to ensure that your staff is completely trained on new products and services. We will also provide operating manuals and user guides at no cost to the City.

6. Inspect – A post implementation review of the project plan will be conducted by the City and our implementation teams to verify testing is complete, services are established and additional needs are discussed.

(c) Discuss the training program for City staff that the bank would provide, if any.

During the initial Implementation Meeting, your client team will meet with City personnel and outline areas where training is needed. Then, a detailed plan will be formed and executed to provide the training during the 'go-live' period. Training will be accomplished in person and accompanied by training resource documents and reference materials. We have found that our consistent training to be very successful and currently provide this service to our government clients at no cost. Training will ensure your staff is appropriately trained on the products they will be using, as well as trained with a full understanding of each service so they are able to best utilize the products and services.

Throughout your relationship with Bank of America, we will make the bank's training resources and product information available by providing training as needed, including CashPro University, which is available 24 hours a day. We will also provide operating manuals and on-going telephone support. Our associates will be available to assist the City at any time throughout your relationship with the bank. We are happy to provide all necessary resources either in person or via telephone at no cost to the City. In addition, as electronic services become available and are newly implemented, your trading partners (consumers and businesses) will need to be notified and educated. We will provide sample forms that the City can adapt for their use and can support group-training sessions by providing knowledgeable bank personnel to be present as required.

5. Credit Card Services:

Describe your credit card services. The City currently accepts Master Card, Visa, Discover, and American Express card types. The City is currently leasing the terminal equipment at 2 locations. Various other locations have equipment built into the point-of-sale register equipment.

Bank of America Merchant Services offers merchants products and services specifically tailored to help manage and grow their business. We continue to develop a range of merchant-specific products that include:

• Industry-Specific Point-of-Sale Terminal Applications and Web based collections systems

• PC Software Applications and Wireless Products

•• VirtualNet® Suite of e-Commerce Products

The City of Las Vegas has indicated various payment systems that are currently being utilized across approximately 20 locations/departments. Through our various platforms, we can integrate with and support most all terminal, payment application, and online gateway products available in the industry. All of the City's existing terminals and gateway products are already certified with Bank of America Merchant Services processing platforms – these include but are not limited to:

• Hypercom T7+ terminals

• Hypercom S9 PIN pads

• PayPay online gateway

If card processing services are awarded to Bank of America, it will be a fairly simple transition. Because your existing gateway products are already compatible with our systems, there will be minimal effort on your part as well as your process will continue to operate in the exact manner you have already established. This will mitigate the need to spend any of your valuable time on the transition over to Bank of America as well as allow you to focus on other important projects. In addition, Bank of America offers merchants our interactive, web-based reporting. Authorized users can review, print, email reports and obtain merchant statements. Transaction reports are available the following business day and statements are available by the fourth business day of the following month. Statements and transaction history are retained and available for 13 months. These reports are available "on-demand" or on a preformatted and scheduled basis.

Bank of America Merchant Services knows that we can be an invaluable partner to the City of Las Vegas as it relates to your credit card acceptance. We would welcome the opportunity to have further detailed discussions surrounding product capabilities, solutions, project plans in order to ensure we are giving the best strategic solution for the City now as well as in the future.

i. What is the settlement deadline?

For electronic bankcard processing directed to a Bank of America checking account, Bank of America provides "next business day" credit via ACH for the total settled sales minus any credits/returns issued by the City. Business days are Monday through Friday, excluding federal holidays. The deadline for electronic transmission varies depending on the vendor or solution. The primary cut off time to guarantee receiving next day funding for MasterCard and Visa transactions using terminals is 10 p.m. Batches settled after this time may also meet the timeframe to deposit the following day. Some software applications or internet gateway solutions may have their own internal settlement schedules with a different settlement time frame that is controlled by the software or gateway vendor and not by the merchant or Bank America Merchant Services. Joint discussion with these vendors may assist us in identifying ways to improve their funding time frames.

Our standard procedures for funding/settlement/fees:

- Monthly merchant fees are deducted once a month on the first business day of the following month from the designated checking account.
- Bank of America can make deposits into the checking account using a unique 1-6 digit identifying number assigned by the City instead of using our assigned merchant number.
- Bank of America can separate entries for deposits, adjustments, and chargebacks.
- Deposits by merchant number can be by each individual settled batch or total batches for the day.
- Deposits to another Bank's checking account take one extra day for depositing and once received the other Bank determines the posting time frame.

ii. What daily and/or monthly reconciliation reports are available?

Bank of America offers merchants our interactive, web-based reporting (BAMSAccess.net). Authorized users can review, print, email reports and obtain merchant statements. Transaction reports are available the following business day and statements are available by the fourth business day of the following month. Statements and transaction history are retained and available for 13 months. There are comprehensive reports for researching deposit and exception transactions, creating an audit trail and reconciling accounts. Merchants can select from over 100 preformatted report details. Sample reports have also been provided in the Attachment 10.

6. Describe your Balance Reporting systems and availability.

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

The bank delivers all information reporting through Web-based CashPro Online, using security features such as HTTPS with 128-bit SSL encryption and FTP with PGP encryption. CashPro Online is a 'thin client' solution requiring no additional hardware/software other than a personal computer with Internet access.

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

5 a.m. Pacific

(c) What are the hours of access of the balance reporting system?

24 hours a day, seven days a week.

(d) Does the bank provide current day information?

Yes, beginning at 5 a.m. Pacific and updated continuously throughout the day as it is received from the bank's various transaction processing systems.

i. How frequently is this information updated throughout the day

Current day information is updated continuously throughout the day as it is received from the bank's various transaction processing systems.

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

Transaction reporting includes ACH, Deposit, Item, Wire, Lockbox, and Sweep detail reports.

(e) Describe the level of detail provided in previous and current day reports?

The City can establish reporting criteria based on specific date, specific accounts, specific transaction types, BAI codes, amounts, transaction text or reference numbers. Report formatting options allows the City to select whether or not to display bank level and date totals, modify the location of these totals and to insert page breaks between accounts. Customization selections can also be saved in reusable templates for future use. Up to 40 Previous day and 40 Current day reports can be created and saved per user.

(f) How many days of history can be accessed through the system?

Our standard retention includes 45 days of history online. For an additional fee, up to sixty calendar day storage options are also available for previous day reporting. Reports may be downloaded to an Excel format and saved if a longer retention period is required.

(g) In what format is information available?

All reports may be generated in any of the following formats: PDF, HTML, Excel, comma delimited (CSV), BAI2, BAI2A, or text. All customization selections can be saved as templates, which can then be exported or scheduled on a recurring basis.

(h) Provide a sample printout of the daily on-line balance information.

We have included a sample CashPro Online previous day balance report in the "Attachments" section of this response.

7. ACH Services:

(a) What is the recommended service delivery method (i.e. direct transmission, on-line, or other)?

We recommend that the City deliver their ACH file using our Internet based CashPro Online portal. The City will be delivering an industry standard NACHA file and our systems can reliably process on your behalf.

i. What are the hardware/software requirements?

There is no additional hardware or software for the City to purchase beyond a PC with Internet access.

ii. What training does the bank provide?

Training for CashPro Online ACH Administrators on all systems functions is generally conducted over the telephone. Broad categories include:

- Entitling users to ACH Company IDs and activities
- Creating and maintaining batches
- Activating batches adding settlement dates
- Creating and transmitting files
- Viewing ACH reports

On-site training is available if needed by the City.

iii. Does the software offer the ability to manage security and access levels by user?

Yes. CashPro Online employs a sophisticated array of user authorizations and entitlements. Access and user controls are extensively incorporated to give the City's administrators the tools needed to prevent unauthorized access to your transactions and corporate information. The City's administrators can set customized user limits, access and entitlements, as appropriate.

iv. What report options are available?

Bank of America can provide numerous reports online through CashPro Online which include Returned Items, NOC, Reversals and Deletions as well as Confirmation of Receipt. City staff can set up e-mail notification to eliminate the need to access CashPro Online for these reports.

Additionally, the City can access the following information:

- Summary and detail review of initiated ACH activity
- Summary review of initiated ACH files originated
- ACH audit log records of user activities within customer-specified date/time parameters

v. What controls are in place to protect against lost files and duplications of transmissions?

File Loss

Once the bank has received the file, it is logged and tracked automatically through distribution. There is an automated audit function to assure all incoming transmissions are processed.

Duplicate Transmissions

Each incoming transmission is checked against the last 30 days' transmissions received by the company for duplicate files. All duplicate files or batches are rejected and the City is notified by your designated contact via telephone.

vi. Does the bank provide automatic file receipt acknowledgements? If so, how?

Yes. Within minutes of receipt, the City's files are automatically routed to our ACH processing system. As soon as your file is processed through our editing routines, we can send the City an "Acknowledgment of File Receipt." We can provide you a description of those edits on request. This report provides total dollar amount, total items processed, and lists any rejects you may have The report is available as a transmitted data file, transmitted print file, via CashPro Online, or by fax. A record layout of the 80-byte data file version of the acknowledgement is available on request.

vii. Describe the role of any third-party processor used by the bank to provide this service.

Bank of America does not outsource any of its ACH services.

(b) What are the hours of operation of the ACH unit?

Bank of America has offices nationwide to provide client coverage between 4:30 a.m. Pacific and 6 p.m. Pacific.

Additionally, you can reach our ACH support and client service staff between the hours of 5 a.m. Pacific and 4 p.m. Pacific. Our ACH Operations Center accepts data transmissions 24 hours a day, seven days a week. Key personnel and management carry pagers to address urgent needs outside of normal business hours.

(c) What are the bank's cut-off times for customer initiation of ACH transactions?

Our delivery times are extremely flexible and are based on the City's specific business needs. Bank of America will generally process the City's work as soon as it is received. Our ACH operators process on a continuous flow basis, resulting in flexible deadlines. Because we process on a continuous flow basis, we do not have specific day or night cycle cutoffs. If the City is making direct deposit of payroll, we recommend that you send your file by 7:30 p.m. Pacific two days prior to settlement.

Type of Transaction	Pacific Time	Days Prior to Settlement
Transit Items	8 p.m.	1 Business Day
On-Us	6 p.m.	0 Business Day
Direct Deposit w/o Memo	8 p.m.	1 Business Day
Direct Deposit w/ Memo	8 p.m.	2 Business Days
ACH Prefunding	2 p.m.	1 Business Day
Sunday for Monday	8 p.m.	1 Calendar Day

Midweek Holiday	8 p.m.	1 Calendar Day

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

Dedicated data transmission can be used for multiple file types (NACHA format, EDI 820, Bank of America flat file, XML ISO20022) via multiple communication channels (HTTPS, FTP/PGP, SFTP, AS2 and VPN). Based on the City's changing needs, your client team will provide advice on the best delivery and file options for you. CashPro Online is an easy and convenient option for originating individual ACH debits or credits that are not part of a regular bulk ACH transmission file.

(d) Describe the procedures used to verify accurate and secure receipt of transmissions.

Bank of America will continue to offer the City several tools to confirm first the receipt of the City's transmission and then to confirm the results of our processing. Detailed information regarding transmission and report acknowledgement is provided under Question vi.

(e) Can the bank automatically redeposit items returned for insufficient or uncollected funds?

Yes. For debits, we can automatically resubmit entries returned as Non-Sufficient or Uncollected Funds if the City has instructed us to do so. Accounting entries are not posted to City accounts for items that are re-submitted. We do include a list of redeposited items on our Return Report under a special category. There may be a total of three presentments under the NACHA Rules, i.e., original item plus two attempts to reclear. Final return items are posted to the City's bank account.

(f) How does the bank handle file, batch, and item reversals and deletions?

The deadline for individual item deletion/reversal requests is 3 p.m. Pacific. The deadline for delivering a file of reversing entries (for a single-item batch, a batch of multiple items or for a file of items) is the same as the deadline for processing the original file, batch or transaction, so long as we receive these reversing entries within five days of settlement of the original items.

8. Positive Pay

(a) What is recommended service delivery method (i.e. direct transmission, on-line, or other)?

We recommend that the City deliver their Positive Pay decisions using our Internet based CashPro Online portal.

i. What are the hardware/software requirements?

There is no additional hardware or software for the City to purchase beyond a personal computer with Internet access.

(b) What controls are in place to protect against lost files and duplication of transmissions?

Each file is given a unique warehouse name that allows us to restore a file if needed. It is available online for seven days and can be retrieved from tape up to 90 days after receipt. DataExpress performs a duplication check for some of the incoming file formats. If two exact files are sent within seven days, then the duplicate file will be captured. DataExpress will not capture the error if only a portion of a file is duplicated.

(c) Does the bank provide automatic file receipt acknowledgements? If so, how?

The bank currently provides a notification that the file was transmissted to the mailbox successfully. Early each day via CashPro Online, a report of all items received in a check issue file sent to the bank the prior business day is available. This report can be set up to automatically email to using the email scheduler option.

(d) Describe the role of any third-party processor used by the bank to provide this service.

We don't use any third party providers.

(e) What is the bank's deadline for transmitting files/data?

The deadline is 24 hours prior to the release of checks.

(f) What is the process for notifying the bank of a single check or small check run outside of the regular batch file?

The City has the option to choose the Auto Issue Add feature which authorizes the Positive Pay system to automatically add an item to their issue file for the PNI exceptions that they choose to pay. Automatic Issue Add is provided at no additional charge.

(g) How does the City notify the bank of voided and stop payment checks?

Bank of America currently offers online entry of stop payment capabilities via CashPro Online or by calling your Client Service Advisor. With our Stop Pay service, the City can place stop payment requests directly into the bank's stop payment files from the internet. Stop Payments may be placed for six, 12, 18, 24, and 36 month durations. A formatted screen guides you in providing the required information. Confirmation of stop payments will be delivered online within minutes of release to the bank, and is now available at all banking centers nationwide for viewing by our tellers. The City can directly access the stop payment file for their accounts to confirm stop payments or determine the status of requests.

(h) Does the bank have payee verification?

Yes, Bank of America offers Payee Positive Pay.

Bank of America Payee Positive Pay is an image-based fraud prevention tool that helps detect false or altered payee names on checks presented to the bank. Any payee discrepancies will be reported to you via CashPro Online and you will have the opportunity to review and determine whether to pay or return the item. This allows you to receive notification of suspicious payee names early in the process, providing an efficient and cost-effective defense system against check fraud.

(i) Is the positive pay service fully implemented at all bank branches?

We offer a nationwide Teller Positive Pay service as an extension of our standard Positive Pay service. Teller Positive Pay enables tellers in banking centers to determine whether a check presented for encashment has been authorized on the company's positive pay file of issued items.

When a check is presented for cashing in a banking center, our teller systems determine if the check issue information matches the serial number and amount of the check presented. When the information matches, the teller cashes the check. The teller receives a warning message if the check issue information does not match the check presented. If a warning message appears, the teller may contact a servicing area within the bank. The servicing area may attempt to call the designated company contact for approval to cash the item. If approval cannot be obtained the payee is instructed to contact the City directly.

(j) How does the bank handle exception ("paid not issued") items?

Please see our answers below to specific questions regarding exception items.

i. Does the bank offer a daily listing of exception items?

Yes, we provide daily exception item information via internet based Payments Services Positive Pay. The exception types reported include paid-not-issued and also previously paid.

ii. Are there defaults available for each account to either automatically return of pay on exception items?

The default is set by the City during implementation of the service. The City will specify a default of pay or return.

iii. What is the timeline for reporting exceptions to the City?

11 a.m. Pacific.

iv. How are exceptions reported to the City? Will an image be available?

Exceptions are reported through CashPro Online, where images of each exception are also displayed.

v. What is the timeline for the City to act on any exceptions?

11 a.m. to 1 p.m. Pacific.

vi. What are the hours of operation of this service unit?

Bank of America has offices nationwide to provide client coverage between 4:30 a.m. Pacific and 6 p.m. Pacific.

9. Provide a description of your bank's policy of handling daylight overdrafts, and in particular from the City of Las Vegas. The City estimates the highest amount of daylight overdrafts to be $25 million.

Daylight overdrafts are a common occurrence with large clients that have significant intra-day funds transfers, usually wires. These situations initiate an internal review before funds are allowed to be released. In cases where this is a regular occurrence, the Bank can explore establishing a daylight overdraft facility to help avoid any funds delays and most of our large Nevada municipal clients have such facilities in place. The facility would typically be applied across all accounts of a relationship, but actual daylight overdrafts are monitored on a per account basis. The bank does not currently charge for daylight overdrafts and has no plans to begin charging for daylight overdrafts.

10. Errors and Adjustments:

(a) Describe your adjustment process for resolving deposit discrepancies.

The City can view deposit adjustments via CashPro Online or on your monthly paper statement. In addition, our Deposit Correction Notice Fax services are available for cash vault and banking center deposits.

Bank of America will provide the dollar amount of the adjustment, the deposit bag number, the account the deposit was made to and the location number. Denominational breakdown is available on cash vault adjustments. If the deposit is off less than $10.00 the bank does not make any adjustments. Any deposit adjustments over $10.00 are processed as a credit or debit correction.

11. Describe how inquires requiring research and adjustments are handled by the institution. Are there established turn-around times for research and adjustment items? If yes, specify.

The City's dedicated Client Service Advisor will work to resolve all issues the same day or within 24 hours. Most inquiries can be handled within the timelines below. Should the request require additional time for resolution, your CSA will advise the City contact who initiated the request.

Request	Time
Returned item photocopy	2 days
Returned item adjustments	3 days
Account adjustments (DDA)	2-5 days (depending on research required)
Encoding error	1 day

12. Security/Protection Measures: What security features are in place to minimize the risk of unauthorized transactions?

CashPro Online uses state-of-the-art security standards. Two firewalls provide protection against unauthorized access to online applications. All communications into and out of the internal firewall are encrypted, which means information is unreadable at any time that it is outside the Bank of America system. City ID, user ID and digital certificates provide the safest and most convenient way for user authentication on our system. All three security codes must be entered correctly to initiate a banking session. Very complicated exchanges of encrypted messages using both private and public keys are then continually exchanged as data is passed back and forth. Since a key is known only by the two communicating PCs, the City can feel confident that messages remain private.

13. Service Enhancements: Describe any enhancements, technological or otherwise, that we should consider to improve operational or cash management efficiencies.

Nevada Consortium P-card

Bank of America is the primary bank for the Nevada Government Purchase Card Consortium. As such, we can offer the City access to a premier Purchase Card solution that takes advantage of the combined municipal volume to achieve a higher rebate. The Purchase Card is managed through our Works® card management platform. This platform also gives you the ability to use our ePayables service.

ePayables

As the City looks for check payment alternatives, Bank of America stands prepared with products that are simple to implement, cost effective, and require minimal IT support. The Bank of America ePayables service is an efficient alternative to paper checks for accounts payable that allows you to eliminate bank fees and processing costs.The ePayables service is an electronic payment product targeting disbursement and specifically accounts payable. With hassle-free standard options and no need for physical plastic distribution, the ePayables service is also easy to implement.For the City, the ePayables service turns a costly check into a "free" electronic payment It eliminates per item banking fees and processing costs. We have provided more information and a workflow diagram of ePayables in the "Attachments" section of this response.

CashPay

With CashPay®, our card-based payroll solution, the City can offer direct deposit to employees who either do not qualify for, or choose not to have, traditional bank accounts. Our electronic-based payroll solution to help you cut costs by diminishing dependence on paper-based systems while reducing your exposure to lost and stolen checks, as well as, check fraud.

Every CashPay account is individually FDIC-insured, and cardholders can access their cash with their Visa®-branded debit card. The City simply deposits these employees' wages and other compensation through their normal Automated Clearing House (ACH) file for regular direct deposit transactions.

Remote Deposit Service Online

The City operates several locations where checks may be collected. Our Remote Deposit Service Online (RDSO) can help the City get these checks into the clearing stream faster, giving the City quicker access to working capital.

By scanning checks right from a desktop and sending them electronically to Bank of America, the City will have access to your funds and the ability to reconcile your accounts faster than you have before. RDSO leverages the Check 21 Act, which allows the truncation of the original paper item and enables the City to clear items electronically. We have included a full description with step-by-step instructions on RDSO in the "Attachments" section of this response.

Management made simple:

- Extended deadlines – later deposit deadlines of 8 p.m Pacific
- Reduces costs – eliminates the need for daily bank runs

Safe Connect

At the forefront of the bank's latest innovation, the City may consider using our newest safe product – Safe Connect. Safe Connect is a new, smart safe solution that automates cash handling, enables faster access to funds, and improves cash security and operational efficiencies. The solution combines an armored carrier deposit-only electronic safe with connectivity with a Bank of America deposit account, enabling next-day credit on safe deposits.

The bank provides:

- Credit for cash deposits in the smart safe
- Bulk deposit inventory and low deposit fees for vault
- Connectivity between the Armored Carrier deposit and the bank

14. Provide information on how your institution plans to keep your product line competitive. Describe what approach the bank is taking in the development of new services and what new services and/or features the bank plans to offer and within what time frame.

Bank of America constantly monitors industry trends and technological advancements to ensure that our products continue to meet the needs of clients in a rapidly changing marketplace. To ensure that the 'voice of the customer' is central to our development initiatives, we conduct client surveys and collect feedback from our internal partners to prioritize our product development activities. Additionally, benchmark studies are performed throughout the year to compare ourselves against other service providers. Our goal is to continue to meet the changing needs of our clients while maintaining high quality in service delivery.

CashPro Online

Bank of America recently made the investment to upgrade its online delivery channel to CashPro Online. This upgrade will provide the City with timely, flexible reporting keeping you more up to date on everything from account activity and lockbox detail to the status of outgoing wires. CashPro is an invaluable resource in managing your daily working capital needs.

CashPro University is the City's central source for online training and support for CashPro Online. You can access training tools and attend Live Training Workshops to better maximize your experience and stay in touch with its enhanced offerings. CashPro University makes it easy for new users to obtain hands-on practice using various applications. If technical assistance is required, CashPro Online offers three online support alternatives (a virtual consultant, live chat or e-mail) in addition to telephone support. These leading-edge solutions provide real-time responses to inquiries, helping the City make the most of its time and CashPro Online capabilities.

CashPro Accelerate® - A Comprehensive Liquidity Solution

Bank of America now offers CashPro Accelerate, an easy-to-use, Excel-based solution that automatically populates bank data into fully customizable cash positioning and reporting spreadsheets.CashPro Accelerate can auto-populate the City's bank-account online data into a customized spreadsheet with embedded formulas. Using Microsoft Excel, raw bank data is converted into useable information for the City's treasury department to analyze, communicate and share results.Because data is retrieved directly from the bank and entered into the CashPro Accelerate spreadsheet, the City can feel confident that the City's daily cash position calculation is accurate.

15. Disaster Recovery:

(a) Describe your institution's formal disaster recovery plan.

Bank of America understands and acknowledges the importance in providing the City a solid and dependable disaster recovery plan. We will provide the City with various options in case of a regional disaster in regards to all of your treasury services as well as optional services specifically designed for any disaster needs. We have highlighted some of the treasury service disaster recovery processes the City uses on a daily basis. As a secure Web-based system, CashPro Online is accessible anywhere the City has Internet access and their Bank of America digital certificate. Should the City be operating in contingency mode without your Bank of America digital certificate, you can contact the Technical Care Center and request the digital certificate be revoked and re-granted. The City may also contact their Client Service Advisor to obtain balance and transaction information as well as initiate transactions.

Access to Emergency Cash

- The City has access to more than 60 Bank of America banking centers and more than 50 ATMs in the greater Las Vegas metropolitan area.

- Bank of America has full service Mobile Banking Units and Mobile ATM Vehicles available to deploy in emergency situations.

We understand how critical it is for the City to operate its business without disruption. That is why we have a formalized Business Continuity Plan in place for each of our services that include established systems and processes that enable our organization to quickly restore business operations in the event of a minor problem or a serious outage. The continuity program continues to evolve to ensure that the bank can effectively respond to new risks.

(b) How quickly will back-up facilities be activated?

Back-up processing sites can be activated immediately, and are available indefinitely.

(c) Describe your institution's operating capabilities to assist the City in the event of a disaster or declared emergency.

If the City is unable to originate ACH payroll files after a disaster, but we are able to do so, we will do so on the City's behalf provided the City has exhausted all other available options. We will use the most recent data from the City's last file(s) sent to us to create ACH credits, on the City's behalf.

CashPay Cards can provide immediate access to payroll funds, making them a useful tool in the event of an emergency. CashPay cards offer electronic access to accounts, provide a safe, secure place to store cash or a means to easily disburse cash to employees without depending upon paper paychecks.

16. Please describe the bank's method for removing unpaid items from the outstanding list that are over a year old. Is the process automated so the City can receive a monthly report, without manual manipulation, when the checks are removed from the outstanding list?

In terms of removing unpaid items from the City's outstanding list, the City can send the bank "cancel" instructions via data transmission which will result in the unpaid items being deleted. The City still needs to request the removal/deletion of the items as there is no current automated option. Another alternative is for the City to manually cancel unpaid checks via Account Reconciliation on CashPro Online.

Similarly, our Stale Date Control feature allows the City to designate a time period during which checks issued by them are valid. After this time period, checks are considered stale dated and will be returned unpaid. Should the City elect to use our Positive Pay service, they may review these items via CashPro Online and make pay or return decisions by a specified deadline.

17. Municipal Credit Support:

(a) What is your bank's financial strength?

Bank of America is one of the world's largest financial institutions, serving individual consumers, small- and middle-market businesses and large corporations with a full range of banking, investing, asset management and other financial and risk management products and services. As of June 30, 2009, Bank of America reported total assets of $2.3 trillion and Tier 1 Common Ratio of 6.9% and Tier 1 Capital Ratio of 11.9%. Bank of America has the following credit ratings:

Bank of America NA	Long Term			Short Term		
	Moody's	S&P	Fitch	Moody's	S&P	Fitch
Rating	Aa3	A+	A+	P-1	A-1	F1+
Outlook/ (Watch)	Stable	Stable	Stable			

(b) What is your bank's track record in supporting local municipal credit needs?

Bank of America has consistently been the largest Nevada bank providing support for local Nevada municipal credit needs. The bank currently has credit commitments on its books exceeding $800 million to municipal clients in the state of Nevada.Prior to September 2008, Bank of America bid on most municipal offerings irrespective of whether we had other banking relationships with the issuer. However, after this date the cost of all bank capital rose substantially and we now tend to limit our municipal credit support to those entities that have all, or a significant portion; of their banking relationship with Bank of America. While we still provide the greatest level of municipal credit support of any Nevada bank, our approach is much more focused.

(c) What personnel and structural support do you have to support municipal credit requests?

Bank of America is structured with a specialized industry team that focuses exclusively on municipal credit requests. Your Nevada client manager is supported by a credit underwriting team and credit support team consisting of:

Nancy Nuerenberg, Senior Product Delivery Officer – Credit and SVP. Nancy has 25 years commercial banking experience, 19 of which have been with Bank of America. Nancy has a broad array of commercial lending experience and has focused exclusively on government clients for the past 7 years. Nancy is responsible for delivering loans, lines of credit, letters of credit, and other credit products to government clients located primarily in the States of Nevada, Arizona and Washington Nancy manages a portfolio with over $1.9 billion in committed credit facilities.

Brennan Church, Product Delivery – Credit Underwriter and VP Brennan has 16 years commercial banking experience, 7 of which have been with Bank of America. Brennan has focused exclusively on government clients for the past 4 years.

Toni Smith, Sr. Credit Support Associate and Officer. Toni has 21 years commercial banking experience; 9 years with government clients.

(d) Is your credit approval staff specialized in municipal finance, or do they primarily handle general industries?

Our Government credit approval staff is focused exclusively on municipal finance and does not handle any general industry clients.

(e) Does the bank typically bid through a public finance arm, or are the credits actually carried on the bank's own books?

Bank of America has an array of financing options to offer and will seek to provide the solution that best meets our clients' needs. Financing options through Bank of America, N.A. and the team described above include: private placement loans carried on the bank's own books, lines of credit and letters of credit. Although they are private placement financings they are typically competitively bid among various financial institutions. In addition, there is a public finance option available through our Merrill Lynch partners for public offerings and leasing solutions through Banc of America Public Capital Corporation.

(f) Have your bid rates been competitive enough to successfully win competitive deals? If yes, please list examples.

As evidenced by our large credit portfolio in Nevada, Bank of America has been successful winning competitively bid deals. We have provided a list of competitive credit deals done during 2008 and 2009, held on the bank's books, in the "Attachments" section of this response. In 2008 we won over $500 million in competitively bid Nevada municipal credit offerings and in 2009 we won over $100 million in Nevada municipal offerings. No other Nevada bank comes close to these levels.

18. Controlled Disbursement Accounts:

Does the bank offer controlled disbursement accounts?

Yes. The Bank of America Controlled Disbursement service is designed to help you more effectively manage your cash flow by allowing you to fund transactions daily as they are presented rather than maintaining balances in your disbursement account for all checks issued. Our Controlled Disbursement service provides same-day early morning notification of all checks that will be presented for payment.

Our controlled disbursement service provides the City with the following benefits:

- Early funding notification makes certain that your investment or borrowing deadlines are consistently met.
- Accurate funding notification eliminates guesswork, maximizes investments and minimizes borrowings.
- Multiple disbursement sites offer aggressive reporting times and geographic choices to meet your needs.
- Multiple options to fund your disbursements including wire, ACH, or same-day funds.

19. EDI Payment Services:

Does the bank offer Electronic Data Interchange (EDI)?

Yes, Bank of America offers EDI services that are capable of processing EDI transactions for both payments and receipts. Our EDI systems for payments is called the Payment Network, and for receivables is called the Receivables Network. The Payment Network is fully compliant with ANSI X12 and NACHA format standards. The Receivables Network can provide data in an ANSI X.12 820 or 823. Our EDI Translation Service supports 821 (financial information reporting) and 822 (account analysis billing) formatted data, and can provide conversions from version from 3050 up to 4010 for these transactions.

Bank of America

Instructions

Schedule

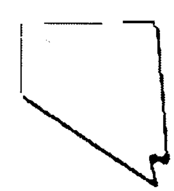
Bank of America Local OnUs

Standard Accelerated

Availability Schedule

For Cash Letter Deposits received in Las Vegas

October 2008



Availability Schedule for
Corporate Depositors

Effective October 2008 for Cash Letter Deposits Received in Las Vegas .

INTERPRETING THE AVAILABILITY SCHEDULE

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

Customer Availability Schedule

Description	Routing Numbers		Availability
Bank of America Local "On-Us" Items	See Supplemental List		0
Government Items	0000 - XXXX		1
Los Angeles City	1220 - XXXX	3220 - XXXX	1
	1223 - XXXX	3223 - XXXX	1
Los Angeles RCPC	1221 - XXXX	3221 - XXXX	1
	1222 - XXXX	3222 - XXXX	1
	1224 - XXXX	3224 - XXXX	1
San Francisco RCPC	1210 - XXXX	3210 - XXXX	1
	1211 - XXXX	3211 - XXXX	1
	1212 - XXXX	3212 - XXXX	1
	1213 - XXXX	3213 - XXXX	1
Other 12th District Items	1230 - XXXX	3230 - XXXX	2
	1231 - XXXX	3231 - XXXX	2
	1232 - XXXX	3232 - XXXX	2
	1233 - XXXX	3233 - XXXX	2
	1240 - XXXX	3240 - XXXX	2
	1241 - XXXX	3241 - XXXX	2
	1242 - XXXX	3242 - XXXX	2
	1243 - XXXX	3243 - XXXX	2
	1250 - XXXX	3250 - XXXX	2
	1251 - XXXX	3251 - XXXX	2
	1252 - XXXX	3252 - XXXX	2
All Other Items			2
All Other 3 Day Items	0111 XXXX	2111 - XXXX	3
	0112 XXXX	2112 - XXXX	3
	0113 XXXX	2113 - XXXX	3
	0114 XXXX	2114 - XXXX	3
	0115 XXXX	2115 - XXXX	3
	0116 XXXX	2116 - XXXX	3
	0117 XXXX	2117 - XXXX	3
	0118 XXXX	2118 - XXXX	3
	0119 XXXX	2119 - XXXX	3
	0211 XXXX	2211 - XXXX	3
	0212 XXXX	2212 - XXXX	3
	0213 XXXX	2213 - XXXX	3
	0214 XXXX	2214 - XXXX	3

Bank of America

Supplemental Availability Schedule

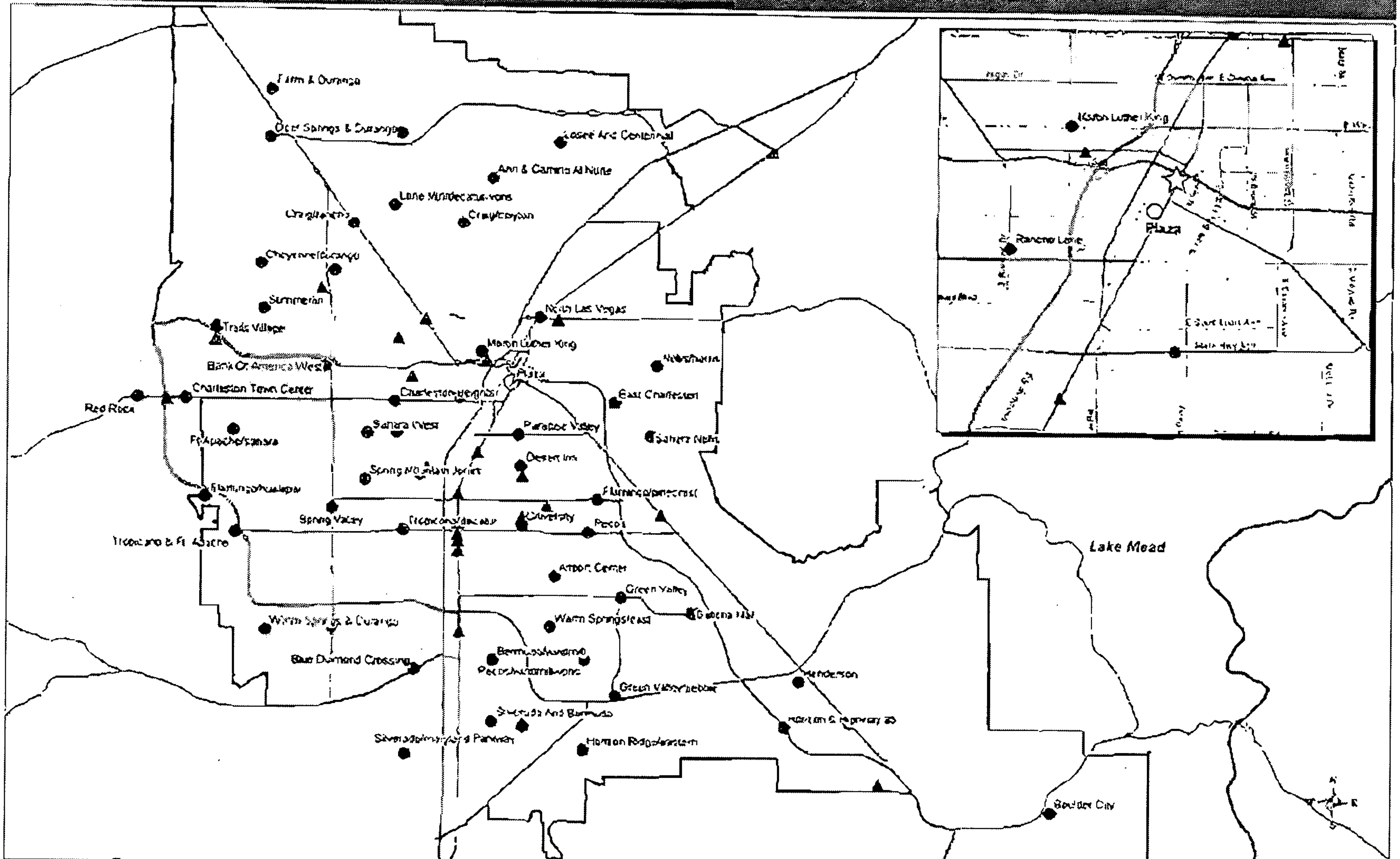
SELECT LOCAL BANK OF AMERICA ONUS

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

NEVADA

1212-0015	1212-0099	1212-0142	1224-0072

City of Las Vages, Nevada and Bank of America Store Locations



Legend
● Bank of America Branch ☆ Las of Vegas City Hall - 400 Stewart Ave
▲ Bank of America ATM ◯ Closest Bank of America Branch
City Las of Vegas (Minor Civil Division Boundary)

Bank of America

J:\DSAP\MapProjects\Assignments\2006-2009\12 BFT Mapping Projects\Workspaces\City_of_Las_Vegas_BFP.mxd

Retail Distribution Analytics (650) 358-1095

Bank of America
Merrill Lynch

November 9, 2009

City of Las Vegas
Attn: Cindy White

Dear Ms. White:

Bank of America has provided the below responses to the additional questions as requested by the City on November 9, 2009.

1. **Regarding Section 4, Page 40 of your proposal, please define "when the rate environment stabilizes".**

   The phrase "when the rate environment stabilizes" refers to the historical short term rate structure that existed prior to the last 12 to 18 months. Prior to this time, we saw 91 day US T-Bill auction rates that were near the 1.0%, or higher range. However, Federal Reserve actions to deal with the recent financial crisis have driven short term rates to very near zero percent. That, in turn, drove our benchmark 91 day US T-Bill index to very near zero as well, which would have required our clients to post huge balances to cover analysis charges through compensating balances. This is why alternative ECR rates were developed. Although we do not expect this environment to continue for the long term, we cannot say with certainty how long this environment will last. To address this, we have offered the City the option of the 91 day US T-Bill index, or our managed ECR Plus rate.

2. **Also, please consider offering a guaranteed minimum ECR, such as "ECR=91 Day T-Bill plus (number) basis points".**

   Bank of America will guarantee that our minimum ECR for the managed ECR Plus option will not fall below .70% through 2010. In addition, we will set our 91 Day T-Bill rate option at 91 Day T-Bill plus .15% (plus 15 basis points), through the term of the contract. The City will still have the ability to switch between these options as outlined in our Proposal.

3. **In the attachment, Cindy asked the question concerning what the RFP referenced as Software in the Attachment 7, Page 61-62, Technology. Can**

you tell me what this is in reference to as it states we need to install on our server, etc. ? I think this was overlooked in your response.

Attachment 7 is our Treasury Services Terms and Conditions Agreement, and this question is directly related to the section titled "Software License" (pp. 61-65). Our Terms and Conditions were written as a "catch-all" agreement to cover any current or future services our clients may choose to implement. This was done to avoid requiring a signature from our clients each time a product or service was implemented.

In our proposal to the City, we are not recommending any software-based product or service that would require a software installation to your server or workstation. All of our proposed solutions are web-based, and can be accessed online.

In summary, no required software installations are contemplated at this time to implement any of the services Bank of America has proposed to the City.

Summary

We would like to take this opportunity and thank the City for the opportunity to present our proposal for Banking Services. If you should have any further questions or need any additional information, please do not hesitate to contact us.

Sincerely,

Greg M. Titus
SVP, Senior Client Manager
(775) 688-8783
greg.m.titus@bankofamerica.com

Cindy White

From: Colleen Lewis
Sent: Monday, March 29, 2010 4:27 PM
To: Cindy White
Subject: RE: City of Las Vegas Banking Services RFP

Hi,

Yes, this should be brought into the proposal. #1 and #2 are related to BofA's Form G –supporting Calculations for the Earnings Credit Rate and guarantees ECR Plus of .70 through 2010.

Colleen

From: Cindy White
Sent: Monday, March 29, 2010 4:17 PM
To: Colleen Lewis
Subject: FW: City of Las Vegas Banking Services RFP

Hi,

This is one of the items to consider bringing into the proposal. Thanks.

Cindy White, C.P.M., CPPB
Contracts Specialist
City of Las Vegas
400 Stewart Avenue, First Floor
Las Vegas NV 89101
702-229-5419
702-464-2584
cwhite@lasvegasnevada.gov

From: Titus, Greg M [mailto:greg.m.titus@bankofamerica.com]
Sent: Monday, November 09, 2009 3:34 PM
To: Cindy White
Cc: Moore, Jeffrey B
Subject: City of Las Vegas Banking Services RFP

Cindy,

Attached is our response to the latest questions from the City. I also added a response (Response #3) to the email we received today from Kathleen Fauerbach.

I am out of the office on Thursday and Friday of this week. If you need anything from the Bank on those days, please contact Jeff Moore (copied on this email). His phone is 702-824-9090 (office) or 702-498-4404 (cell).

Please let us know if you need anything else.

Thank you,
Greg

Greg M. Titus, SVP
Nevada Government Banking
Bank of America, NV2-117-02-19
401 South Virginia St. 2nd Floor
Reno, NV 89501-2196
775-688-8783

312-453-6476 (fax)

Exhibit B
Treasury Services
Terms and Conditions

Treasury Services
Terms and Conditions

Bank of America Higher Standards

AUTHORIZATION AND AGREEMENT FOR TREASURY SERVICES

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

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

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

Guidelines for completion:

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

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

City of Las Vegas

(ORGANIZATION'S/CLIENTS LEGAL NAME)

[Signature of Authorized Representative]

[Print Name of Authorized Representative]
Mark Vincent

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

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

Address for Client Notices:
City of Las Vegas
Manager, Purchasing and Contracts
400 Stewart Avenue, First Floor
Las Vegas, Nevada 89101-2986

Telephone: (702) 229-6231

Fax: (702) 384-9964

Dated

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

[Print Name of Authorized Representative]

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

Address(es) for Bank Notices:
Bank of America, N.A.
Documentation Management (CA4.706-04-07)
P.O. Box 27128
Concord, CA 94527-9904
Fax No.: (925) 675-7131
and, if filled in; the following:

Telephone: ( )

Fax: ( )

AUTHORIZATION AND AGREEMENT CERTIFICATION

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

Guidelines for completion: This Certification should <u>**not be signed by the individual who signed the Authorization and Agreement.**</u>

If Client is a:	**Who must sign:**
corporation	any authorized officer
limited liability company	any member or authorized officer
limited liability partnership	any partner
partnership (general or limited)	any general partner
sole proprietorship	no signature required
governmental entity	the entity's counsel, or any other individual as permitted by •the entity's organizational documents

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

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

Dated

(ORGANIZATION'S/CLIENT'S LEGAL NAME)

'Signature of Certifying Representative]

[Print Name of Certifying Representative]

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

TREASURY SERVICES DELEGATION OF AUTHORITY FORM

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

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

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

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

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

A. TO DELEGATE AUTHORITY TO ANY PERSON HOLDING SPECIFIC POSITIONS

Title	Service	Entity

B. TO DELEGATE AUTHORITY TO SPECIFIC INDIVIDUALS

Name	Service	Entity	Specimen Signature

CLIENT AUTHORIZATION

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

Dated

(ORGANIZATION'S/CLIENTS LEGAL NAME)

[Signature of Authorized Representative]

[Print Name of Authorized Representative]

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

TABLE OF CONTENTS

INTRODUCTION

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

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

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

By signing and returning the Authorization and Agreement form in the front of this Booklet, you agree to the General Provisions section of this Booklet (which contains terms and conditions applicable to all Services), except that you agree to the Software License Section of the General Provisions only to the extent we provide you Software in connection with one or more Services. You also agree to those portions of the Treasury Services and Electronic Trade Services sections of this Booklet which contain the specific terms and conditions that relate to the Services we provide to you. If you would like an additional Service, it will be covered by the terms and conditions of this Booklet once we have approved your use of the Service. You may begin using the Service when we have received all required and properly executed forms and you have successfully completed any testing or training requirements.

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

TREASURY SERVICES

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

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

ACCOUNT RECONCILEMENT

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

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

AUTOMATED CLEARING HOUSE (ACH)

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

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

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

COMPLIANCE WITH NACHA RULES AND LAWS

You agree to comply with the NACHA Rules for all Entries, whether or not an Entry is sent through the ACH network. You act as Originator and we act as Originating Depository Financial Institution (ODFI) with respect to Entries. You will deliver Entries to us as provided in the User Documentation and the NACHA Rules. The NACHA Rules govern if they conflict with this Booklet, except that the file specification requirements in the User Documentation govern if they conflict with the NACHA Rules.

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

AUTHORIZED PERSONS

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

SECURITY PROCEDURE

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

WARRANTIES

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

PAYMENT WITH RESPECT TO ENTRIES

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

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

ACTING ON ENTRIES

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

REJECTION OF ENTRIES

We may reject any Entry that does not comply with the requirements of this Booklet or the applicable User Documentation, including any ACH processing limits described in the User Documentation, or that we are unable to verify through use of the Security Procedure. We may also reject any Entry that may be returned for any reason under the NACHA Rules or if you have breached your payment obligations for any ACH Service we provide to you.

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

REVERSAL OR DELETION

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

PROVISIONAL PAYMENTS

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

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

INCONSISTENCY OF NAME AND NUMBER

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

NOTICE OF ACCOUNT STATEMENT DISCREPANCIES

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

AUTOMATED CLEARING HOUSE (ACH) BLOCKS AND FILTERS

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

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

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

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

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

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

AUTOMATED CLEARING HOUSE (ACH) CUSTOMER-INITIATED PAYMENTS

Our ACH Customer-Initiated Payments service allows your consumer or business customers to pay you for goods or services by using your website. Your customers can authorize payments to you through commands on your website or by touch-tone or voice commands on the telephone. Detailed information regarding this Service is available in the applicable User Documentation.

Payments will be made by creation of an ACH Entry to credit your account with us and will be subject to the provisions of our Automated Clearing House Services. You act as the *Originator,* your customer acts as the *Receiver* and we act as the *ODFI* with respect to the Entries. You warrant that you have obtained appropriate authorization from each *Receiver* and that Entries conform to such authorization and comply with the NACHA Rules. You also make to us the same warranties as we make with respect to Entries under the NACHA Rules.

CASHPAY®

Our CashPay® Service allows you to pay your employees and other payees by directly depositing payments to their CashPay accounts. Your payees can immediately access their money through ATMs and point of sale (POS) terminals.

CASHPAY FUNDING OPTIONS

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

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

CERTIFICATION OF ENROLLMENT INFORMATION

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

- The payee is entitled to receive payments issued by you, and is otherwise qualified to participate in the CashPay program.
- All information provided by you about the payee is correct, including but not limited to the payee's date of birth, address, and social security number or other identifying information contained in another form of identification issued by a governmental entity.

- If the payee is to receive wage payments through a CashPay account, the payee is legally employable in the United States of America.
- You have provided the payee the explanatory CashPay Service information that we have provided to you for that purpose, and the payee has authorized the transfer of wages to the CashPay account.
- The payee has not cancelled the authorization to transfer the wages to the CashPay account.

You agree to notify us promptly of any changes to the payee enrollment information you have provided to us for this Service.

ADDITIONAL LIMITATION OF LIABILITY

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

PROMOTIONAL MATERIALS

We will provide you with a CashPay agreement and other explanatory documentation for you to give your payees. You must obtain our prior written consent if you elect to promote the CashPay service using materials (in any format) other than the documentation we provide to you for that purpose.

CHECK ISSUANCE

With our Check Issuance Services, you may request us to create checks on your behalf that are drawn on either (i) accounts maintained by you with us or another bank or (ii) accounts designated and owned by us.

AUTHORIZED PERSONS

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

SECURITY PROCEDURE

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

STOP PAYMENT REQUESTS

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

YOUR RESPONSIBILITIES

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

You must retransmit any Check Issuance Request or other message initially transmitted to us through a Service if you have not received an acknowledgment message from us within the time period specified in the applicable User Documentation.

In the case of checks drawn on accounts designated and owned by us, you must ensure that Collected and Available Funds, sufficient to cover the total of all checks issued, are on deposit in your accounts. We will debit your account to cover such checks when we receive your Check Issuance Request. In the case of checks drawn on accounts designated and owned by you, you will be governed by the applicable Account Agreement.

CHECK TRUNCATION

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

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

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

CLIENT-PRINTED DRAFTS

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

AUTHORIZED PERSONS

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

SECURITY PROCEDURE

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

STOP PAYMENT REQUESTS

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

YOUR RESPONSIBILITIES

You must verify the contents of each shipment of blank draft stock and sign and return to us the receipt accompanying each shipment or notify us of any discrepancy. You must notify us immediately if any draft stock is lost or stolen. You will be liable for any damages arising out of the loss or theft of any draft stock received by you.

You must create and transmit to us a Payment Advice for each draft you issue using a Service. You must make certain that each draft, Payment Advice and electronically transmitted Stop Payment Request conforms in form and substance to the requirements, including cutoff times on a Business Day, described in the applicable User Documentation.

You must retransmit any Payment Advice, electronically transmitted Stop Payment Request or other message initially transmitted to us through a Service if you have not received an acknowledgment message from us within the time period specified *in* the applicable User Documentation.

OUR RESPONSIBILITIES

When we receive the Payment Advice, we will transfer funds from your account with us to the bank account on which the draft is drawn.

We will provide you with blank draft stock and with the necessary Software and/or access to our treasury management website.

PAYMENT WITH RESPECT TO DRAFTS

You agree you will not issue any drafts using a Service which would cause your applicable account balance, according to your records, to be exceeded. If your records and ours disagree regarding the account balance, our records will control for purposes of these Services. You must ensure that Collected and Available Funds, sufficient to cover the total of all drafts issued, are on deposit in your account each Business Day before the time stated in the applicable User Documentation.

COIN AND CURRENCY ORDERS

Our Coin and Currency Order Services allow you to place orders for coin and currency with our cash vaults and, where available, to exchange paper currency for rolled coins and currency at certain banking centers or our automated business centers.

Before using a Coin and Currency Order Service, you give us a written list at our request, in a form acceptable to us, of the persons authorized by you to place coin and currency orders and to perform certain other duties in connection with a Service.

If you pick up your coin and currency order from one of our cash vaults, you must contract separately with an armored carrier service that is acceptable to us to provide for the transportation of cash orders. Armored carriers are your agents.

You authorize us to act upon any request for coin or currency made in accordance with this Booklet and the procedures described in the applicable User Documentation.

In connection with any coin and currency you order from our cash vaults using a Service, you authorize us to debit your account on the day the coin and currency order is released to your authorized agent or to the depository facility you and we have agreed upon. Each time you use a Coin and Currency Order Service, you represent and warrant with each

coin and currency order that you have sufficient Collected and Available Funds in your account which, when added to funds that are available under a line of credit, are sufficient to cover your coin and currency order. We have no obligation to release a coin and currency order unless there are sufficient Collected and Available Funds in the designated account and available under a line of credit to pay for such order at the time scheduled for release of the cash to you or your agent.

COLLECTION LETTERS

Our Collection Letter Services allow you to forward us drafts, checks and travelers checks (as used in this section, "items") drawn on Canadian banks and denominated in U.S. dollars or drawn in specified foreign currencies (as described in the applicable User Documentation) for collection.

You must prepare and forward a transmittal letter, in a form acceptable to us, along with those items you want us to process for collection in accordance with the applicable User Documentation. You agree that you will only request collection on items which are drawn on Canadian Banks in U.S. dollars or foreign currency items drawn in currencies specified in the applicable User Documentation.

We will send each item you forward to us for collection to the bank on which such item was drawn or to an appropriate correspondent bank. We will credit your account for each item on the Business Day on which we receive payment for each such item at our then-prevailing buy rate for the applicable currency. We will deduct all service fees and charges, plus any correspondent bank fees and charges, from the amount of any payment credited to your account for such items.

We will send you a written advice showing the applicable buying rate and fees and charges for each item we process as a collection item through use of a Collection Letter Service.

COMMERCIAL AND CORPORATE CARD

Our Commercial and Corporate Card Services allow you to open Card Accounts for your business purposes, as described below. With our Commercial Card Services, which are designed principally for medium-sized companies, you may obtain a single Card for managing purchases, travel and fleet spending. With our Corporate Card Services, which are designed for large companies, you may obtain separate purchasing, travel or fleet Cards or a Card combining all three functions. Accounts payable payment functionality is also available. Detailed information regarding such services is available in the applicable User Documentation.

OUR OBLIGATIONS

We will open Card Accounts upon your request which Cardholders or you may use to conduct Transactions for your business. We will assume that all Transactions made on a Card Account are authorized by you until we receive and have had a reasonable period of time to act upon written notice from you that the Cardholder is no longer authorized to use the Card, Convenience Checks or the Card Account. Pursuant to your instructions, each Card Account we open shall have one or more of the following features:

- travel and entertainment
- purchasing
- accounts payable payment
- fleet/automotive

We may also provide Convenience Checks on your request with respect to your Card Accounts. We can also establish a Card Account for which we assign only a Card Account number, but we do not issue a Card or Convenience Checks. If you so request, we will provide to the Cardholder, at the address you or the Cardholder specifies, a monthly billing statement reflecting the use of the relevant Card Account. We may deny authorization of any Transaction if we suspect fraudulent activity or Unauthorized Use or for any other reason. Notwithstanding anything to the contrary in the "Limitations of Liability" section of this Booklet, we will not be liable for any failure to authorize a Transaction.

YOUR OBLIGATIONS

You shall use each Card Account solely for your business purposes.

You shall pay for each Transaction, regardless of its purpose or whether you signed a sales draft or received a receipt, in addition to our fees and charges.

You represent and warrant to us that each Cardholder is a current employee or agent of your company. You will promptly furnish such financial and other information as we request for the purpose of reviewing your ability to perform your obligations to us. You represent and warrant to us that all such information about your employees, agents, or your company is accurate, sufficiently complete to give us accurate knowledge of your financial condition and in compliance with all applicable rules, regulations and laws.

You and each Cardholder will check to ensure that the information embossed on each new Card or printed on each Convenience Check is correct, and you will contact us immediately if there is an error.

CHARGE LIMITS

We will give you one total charge limit for all your Card Accounts. We will also assign an individual charge limit for each Card Account. We may increase or decrease the total charge limit or any individual limit at our discretion. You agree not to incur obligations which would cause the total charge limit for all your Card Accounts to be exceeded. If you do exceed this limit, or if any Cardholder's individual charge limit is exceeded, we may deem the entire balance owing to be immediately due and payable, and/or we may refuse any Transactions on all Card Accounts or the individual Card Account until a payment is made to reduce the balance below the total charge limit or the individual charge limit.

TRANSACTIONS IN OTHER CURRENCIES

MasterCard® or Visa® will convert to U.S. Dollars any charge made in a currency other than U.S. Dollars at a rate determined under MasterCard or Visa regulations, as applicable. The conversion rate may be different than the rate in effect on the date of the Transaction. We will post to the Card Account the converted U.S. Dollar amounts.

DISPUTES WITH MERCHANTS AND SUPPLIERS

We will have no liability for goods or services purchased with, or for a merchant's or supplier's failure to honor purchases made with, a Card Account, Convenience Check or Card. You agree to make a good faith effort to resolve any dispute with a merchant or a supplier arising from a Transaction. In a dispute with a merchant or supplier, we will be subrogated to your rights and each Cardholder's rights against the merchant or supplier and you will assign (and cause the Cardholder to assign) to us the right to assert a billing error against the merchant or supplier. You will, and will cause the Cardholder to, do whatever is necessary to enable us to exercise those rights. We may reverse from any Card Account any Transactions relating to the dispute.

A merchant or supplier may seek prior authorization from us before completing a Transaction. If you advise us in writing that you desire to restrict Transactions to merchants falling within certain categories we designate in our User Documentation, we will take reasonable steps to prevent authorization of Transactions from other types of merchants. We, however, will not be liable to you if merchants or suppliers nonetheless accept a Card, Convenience Check or Card Account for other types of Transactions, or if authorization for a Transaction is not given.

CONVENIENCE CHECKS

If we provide Convenience Checks with regard to a Card Account, they may not be used to make payment on the Card Account. We may pay a Convenience Check and post its amount to the Card Account regardless of any restriction on payment, including a Convenience Check that is post-dated, that states it is void after a certain date or that states a maximum or minimum amount for which it may be written. Once paid, Convenience Checks will not be returned to you or the Cardholder.

If you wish to stop payment on a Convenience Check, you must call us at the customer service number shown on your billing statement and provide such information as we request or is required under the relevant User Documentation. We will stop payment if we receive your request on or before the Business Day before the Business Day on which we would otherwise pay the Convenience Check. The date on which we would pay a Convenience Check may be prior to the date it would post to your Card Account. A stop payment order will remain in effect for up to six months.

CARDLESS ACCOUNTS; ACCOUNTS NOT IN NAME OF INDIVIDUAL

If you use our Corporate Card Services, we may, at your request, establish a Card Account for which no Card is issued or establish a Card Account with a designation which is not an actual individual, including, without limitation, designation of a vehicle identification number, license number, department name or "Authorized Representative" on the Card Account. Notwithstanding any other term in this Booklet, you agree to be solely responsible for the use of any such Card Account, including, without limitation, any Unauthorized Use, and you agree not to make any claim or request related to any Unauthorized Use of such a Card Account.

PAYMENT OF CARD ACCOUNTS; SECURITY INTEREST

We will provide to the Card Administrator, or other person you designate in writing to us, a monthly billing statement which will identify each Transaction posted during the billing cycle and the date of the Transaction. Unless otherwise determined by us, the official billing statement will be in paper, not electronic, form. The billing statement will also list any applicable fees and charges for the Services. If you have requested a Card Account for travel and entertainment Transactions, we will provide an additional copy of the monthly billing statement covering such use of the relevant Commercial Card to the appropriate Cardholder at the address which you or the Cardholder provides to us.

You will pay to us the total amount shown as due on each billing statement on or before the due date shown on the statement. If you do not make a payment in full by the specified due date, in addition to our other rights, we may assess a late fee and finance charge as set forth in our schedule of fees and charges. You have no right to defer any payment due on any Card Account.

Unless otherwise agreed by us, payments must be made using an ACH service. As specified by *you, we may* initiate ACH debits to any deposit account at any financial institution. All payments must include the complete Card Account number in order to be processed and for you to be credited with making payment. If you arrange for direct payment by Cardholders, such an arrangement will not change your responsibilities *under* this Booklet, including your obligation for payment.

You grant to us a security interest and contractual right of setoff in and to all deposits now or subsequently maintained with us or any of our affiliates or Subsidiaries. In connection with that grant, you authorize us to enter into a master control agreement with our affiliates authorizing, upon the occurrence and continuance of any default, the disposition of any such deposits to satisfy all liabilities incurred in connection with these Services, without your further consent. The grant of this security interest shall survive termination of these Services.

LOST OR STOLEN CARDS; UNAUTHORIZED USE

In the event of a possible loss or theft of a Card, Convenience Check or Card Account or possible Unauthorized Use, you will give us notice by telephone or telefax to the numbers set forth in the User Documentation. You agree to give us this notice as soon as practicable but in any event within 24 hours after discovery of the known or suspected loss or theft or Unauthorized Use. If notice as provided in this paragraph is given within the first 24 hours and you assist us in investigating facts and circumstances relating to the loss, theft or possible Unauthorized Use, including without limitation obtaining an affidavit or similar written, signed statement from the Cardholder, then you will not be liable for Transactions resulting from Unauthorized Use. If we have issued fewer than ten Card Accounts to you, your liability for Transactions by a person who does not have actual, implied or apparent authority to use the Card or Convenience Check and whose use does not result in a direct or indirect benefit to you will not exceed $50 on each Card.

LICENSE TO USE YOUR MARKS

Upon your request, we may place your trademark, tradename, service mark and/or designs ("Company's Marks") on the Cards and collateral materials. You will provide the graphics to us in sufficient time to allow for review and approval by us and, if necessary, the respective card association. You grant to us a non-exclusive license to use, during the term of the Services, Company's Marks on the Cards and on other materials related to the Card Accounts. Your indemnity under the "Protection from Third Parties" section of this Booklet covers any claim that the use of any Company Marks infringes the intellectual property right of any third party.

EXTENSION OF CORPORATE CARD SERVICES TO AFFILIATES

Upon your request and submission of a Participant Account form, we may approve one or more affiliates of which you are majority owner for participation in the Corporate Card Services. Each participating affiliate will have the same rights and obligations as you except that no separate charge limit will be assigned. Your charge limit will apply to Transactions on all Card Accounts, including those of your participating affiliates.

You may terminate an affiliate's participation by giving us written notice and a reasonable time to act on such notice. If an approved participant is, or will no longer

be, majority-owned by you, you agree to notify us immediately, and we may immediately terminate the Card Accounts of such participant.

SUPPLEMENTAL GOVERNING LAW AND RESOLUTION OF DISPUTES PROVISIONS
Notwithstanding anything to the contrary in the Governing Law provision in the General Provisions section of this Booklet, the Commercial and Corporate Card Services are governed by the laws respecting national banking associations and, to the extent not covered by those laws, by the laws of the State of Delaware, without reference to that state's principles of conflicts of law, regardless of where you reside or where a Cardholder uses a Card Account.

Notwithstanding anything to the contrary in the Resolution of Disputes provision in the General Provisions section of this Booklet, you agree to submit to the personal jurisdiction of any state or federal court in Delaware and to binding arbitration in Delaware with respect to disputes regarding the Commercial and Corporate Card Services.

ADDITIONAL TERMINATION PROVISIONS
We may immediately terminate these Services if there occurs (i) a termination event set forth in the "Termination" section of this Booklet with respect to you, a participating affiliate or a guarantor of obligations under any Card Account, (ii) a change in your ownership, if you are a privately-held entity, in excess of 50% or (iii) any of the following with respect to you, a participating affiliate or a guarantor of obligations under any Card Account:

- the failure to pay or perform any obligation, liability or indebtedness to us or any of our affiliates or subsidiaries, whether under this Booklet or any other agreement, as and when due (whether upon demand, at maturity or by acceleration);

- the failure to pay or perform any other obligation, liability or indebtedness to any other party;

- death (if an individual) or resignation or withdrawal of any partner or material owner (of a privately-held entity);

- merger or consolidation with or into another entity;

- the determination by us that any representation or warranty made to any of our affiliates or subsidiaries in any agreement is or was, when it was made, untrue or materially misleading;

- the failure to timely deliver such financial statements, including tax returns, other statements of condition or other information, as we shall request from time to time;

- the entry of a judgment which we deem to be of a material nature;

- the seizure or forfeiture of, or the issuance of any writ of possession, garnishment or attachment, or any turnover order for any property;
- the determination by us that we are insecure for any reason;
- the determination by us that any such person fails to meet credit criteria initially used by us to approve the Card Services; or
- the failure to comply with any law or regulation controlling its operation.

Upon any termination of the Card Services, (i) the entire balance outstanding on all Card Accounts shall, at our option, become immediately due and payable and (ii) you will immediately destroy, and will instruct all Cardholders to immediately destroy, all Cards and Convenience Checks. Your responsibility to pay for all Transactions regarding each Card Account will continue until a reasonable period of time after you notify us to close the Card Account or until you pay for all Transactions entered into before we close the Card Account to future use, whichever occurs later. After termination, you and all Cardholders will make no new Transactions on any Card Account. If, however, such Transactions are made, you will be liable for each of them.

COMMERCIAL DEPOSITS

With our Commercial Deposits Services, you may make deposits of coin and currency, checks and other payment instruments at one of our designated banking centers (which may include an automated business center), depository facilities (which may include a night depository facility), processing centers or cash vaults. If these deposits are delivered by you or your agent before the cutoff time specified in the applicable User Documentation, we will give you same-day provisional credit for such deposits, subject to later verification by us and our availability schedule. Banking center deposits that are immediately verified are covered under your Account Agreement.

YOUR RESPONSIBILITIES

You agree to prepare all deposits accurately and in good faith and to follow the procedures for preparation, packaging and delivery of deposits as provided in the applicable User Documentation.

For deposits made to an automated business center, you will automatically be provided a receipt. In all other cases, in order to receive a receipt of deposit, you must provide a duplicate deposit slip in addition to the number of original deposit slips required by us to process the deposit. We will stamp this duplicate deposit slip and return it to you. In all cases, deposits are subject to later verification by us.

If you use an armored carrier to transport your deposits, you must contract separately with an armored carrier service that is acceptable to us. For deposits made to one of our cash vaults, we may require that you use an armored carrier. Armored carriers are your agents.

OUR RESPONSIBILITIES

We receive your deposit and issue provisional credit to your account for the amount you declare on the deposit slip. The declared amount is subject to later verification by us.

If we find an error when we verify your deposit, we will debit or credit the amount of the error to the deposit account listed on the deposit slip, unless you and we have agreed otherwise in writing; provided, however, we reserve the right to set a standard adjustment amount (which we may change from time to time), in which case we will not make a correction to a deposit when the error is less than our current adjustment amount.

We give you same-day provisional credit for deposits delivered before the cutoff time on a Business Day. For deposits delivered after the cutoff time or on a non-Business Day, we give you provisional credit on the next Business Day.

COMMERCIAL PREPAID CARD

Our Commercial Prepaid Card Services enable you to distribute Commercial Prepaid Cards to your employees and others that permit them access to a predetermined amount of funds. Commercial Prepaid Cards may be used to withdraw cash at any ATM displaying any of the logos displayed on the Commercial Prepaid Card and to make purchases at any merchant displaying the Visa logo. Detailed information regarding such services is available in the applicable User Documentation.

OUR OBLIGATIONS

We will issue Commercial Prepaid Cards to you on your request after you have provided us such information regarding the Commercial Prepaid Card as we may require at that time. Before we issue each Commercial Prepaid Card, we will debit funds from a deposit account you maintain with us for the value amount of the Commercial Prepaid Card issued.

We will mail the Commercial Prepaid Cards to the address or addresses you provide us, together with a copy of the agreement between us and the Cardholder, our privacy policy for consumers (if applicable) and instructions for activating the Commercial Prepaid Card.

We will deduct the amount of each Transaction, which may include fees added by the ATM owner or the applicable network, from the value amount with respect to the Commercial Prepaid Card. We will also deduct applicable Cardholder fees.

You may request us to add value to previously issued Commercial Prepaid Cards by providing such information as we may require at that time. Upon receipt of your request and the required information, we will debit your deposit account with us for the amount to be added to the existing Commercial Prepaid Cards.

If there are insufficient Collected and Available Funds in your account, we have no obligation to issue or activate any Commercial Prepaid Card or to add value to any existing Commercial Prepaid Card.

COMMERCIAL PREPAID CARD CREATION

All Commercial Prepaid Cards shall identify us as the issuer and shall include such other names and trademarks as we require. If you elect to customize the Commercial Prepaid Cards, you will be responsible for any additional costs in the design or production of the Commercial Prepaid Cards. You will provide graphics, promotional material and wording to us for review and approval and you must comply with all the rules of Visa USA, Inc. and other systems or organizations, as applicable. You will allow us to use your artwork on the Commercial Prepaid Cards, provided that you shall have first reviewed and approved such use. You will indemnify and hold us harmless from any and all liabilities, claims, costs, expenses and damages of any nature (including Legal Expenses) arising from any claim that the artwork you supplied infringes the intellectual property rights of any third party.

COMMERCIAL PREPAID CARD ACTIVATION

Each Cardholder will be instructed to call a toll-free (in the U.S.A.) number and use an interactive voice response system to authenticate the Cardholder by using a number unique to the Cardholder in order to activate the Commercial Prepaid Card. During this call, the Cardholder will receive their PIN, if applicable. The Cardholder can change the PIN at that time to any four digit number. Once the call is successfully completed, the Commercial Prepaid Card will be activated. You will be responsible for informing each Cardholder of any other restrictions you may impose on the use of the Commercial Prepaid Card, and we will not have any responsibility for enforcing those restrictions.

COMMERCIAL PREPAID CARD USAGE

We may refuse to issue or add value to any Commercial Prepaid Card if we believe the Commercial Prepaid Card will or may be used in violation, or may cause us to be in violation, of any law or regulation, or any rule of any payment system.

We will use reasonable efforts to prevent any overdraft with respect to a Commercial Prepaid Card or any unauthorized use of a Commercial Prepaid Card, but cannot ensure we will be able to do so. You will reimburse us for the amount of any overdraft or for the amount of any loss resulting from such unauthorized use.

The value amount on any Commercial Prepaid Card does not constitute a deposit account, is not insured by the Federal Deposit Insurance Corporation or any other government agency, and does not accrue interest for your benefit or the benefit of the Cardholder.

CONTROLLED BALANCE ACCOUNTS

Our Controlled Balance Accounts Services let you control the transfer of funds between accounts with us. These Services may be restricted to certain account types.

Transfers you make from a U.S.-domiciled money market account using these Services are considered preauthorized transfers, are counted toward the number of transactions you are legally permitted each month, and may not be made to a checking account with an overdraft credit facility.

You may instruct us to make either date-related (where available) or balance-related (where available) transfers as described below. Once you instruct us to transfer funds between accounts, transfers begin on a mutually agreeable date or, for accounts domiciled in the United States of America, either immediately or on the date you specify.

With a date-related transfer, funds can be transferred in either direction between certain types of accounts on the date and in the amount you specify. Both interstate and intrastate funds transfers are permitted as long as you meet the requirements for the account type(s), transfer date and account location(s). If the transfer date you specify is a non-Business Day, we make the transfer on the next Business Day.

With a balance-related transfer, you may have funds transferred to an account when the balance falls below a certain amount, or from an account, when the balance rises above a certain amount, or both. We transfer the amount required to meet the account balance you specify.

You may elect to have funds transferred to or from accounts of another company/ organization using a Service. You agree that for each such account, the company/ organization will provide us with its written authorization, in a form acceptable to us, for such transfers. However, you do not need to provide us such written authorization if (i) the other company's accounts are domiciled in the United States of America and (ii) you represent and warrant that such other company is a U.S. Subsidiary and that it has authorized us to transfer funds between its accounts and your accounts.

CONTROLLED DISBURSEMENT

Our Controlled Disbursement Services provide information to you each Business Day so that you can fund the total amount of i) controlled disbursement checks presented that Business Day and (ii) where the option is available, controlled disbursement ACH debits and any other electronic debits to which we agree and which are posted that Business Day.

ACCOUNTS

We make the Controlled Disbursement Services available through multiple Controlled Disbursement Points in different parts of the United States of America. These Points are identified on the List of Banks and Services. Subject to our approval in each case, you may use such Service through one or more of those Points. For each Controlled Disbursement Point you use, you maintain one or more Deposit Accounts with us.

For certain Controlled Disbursement Points, as more fully described in the applicable User Documentation, you may (i) draw checks bearing those respective Points' routing numbers directly on a Deposit Account and (ii) where the option is available, initiate or authorize third parties to initiate ACH debits and, subject to special agreement, other electronic debits to the Deposit Account. (For electronic debits to a Deposit Account, you must use the appropriate funds transfer Service approved by us.)

For a certain other Controlled Disbursement Point, we authorize you to draw checks on accounts we maintain at such Point, then we debit your Deposit Account(s) in the amount(s) of the checks which are paid. With these Services, you have no account or contractual relationship with such Controlled Disbursement Point. You will not access our accounts maintained at such Point in any other manner, including but not limited to automatic debit arrangements cleared through an automated clearing house network or through wire transfers.

On each Business Day, we will inform you by the time specified in the applicable User Documentation of the total amount of debits presented for payment that day at or through a Controlled Disbursement Point and any other amounts required to be deposited in the corresponding Deposit Account(s) to cover such debits. On each such Business Day, prior to the time stated in the applicable User Documentation, you must ensure that sufficient Collected and Available Funds are on deposit in the Deposit Account(s) to cover such amounts. If we attempt to post a debit to a Deposit Account for the amount due and determine there are insufficient funds in the Deposit Account, we may dishonor or instruct the pertinent Controlled Disbursement Point to dishonor some or all of the checks then pending payment and/or, as appropriate, return or reject any electronic debit pending settlement. We may, however, in our sole discretion, allow an overdraft so some or all of such checks or electronic debits will be paid or settled. If we do so, we are not obligated to allow any such overdraft in the future.

If, for any reason, we fail to provide you timely notice of the required funding amount for a Deposit Account, and if you fund such Deposit Account according to the procedures (including funding amount and time) described in the applicable User Documentation, we will post to the Deposit Account, or instruct the Controlled Disbursement Point to post to your account, all checks presented for payment, and electronic debits received for settlement, that day. If the required funding amount nonetheless exceeds the amount funded by you and you have insufficient funds in the Deposit Account to cover the required amount, we will overdraw the Deposit Account and advance funds to cover the excess.

If we advance our own funds, repayment is immediately due and payable, and you will repay us on or before the next Business Day along with interest on such funds as specified in our schedule of charges for business account services or as otherwise agreed. If you do not, we may dishonor, or instruct the Controlled Disbursement Point to dishonor, some or all of the checks then pending final payment and/or, as appropriate, return or reject any electronic debit pending settlement even if the Deposit Account has sufficient Collected and Available Funds to cover such debits.

We may require you to maintain a specified minimum amount in any Deposit Account for which we permit you to use automated clearing house transfers to fund that Account.

If you use facsimile signatures on checks drawn on an account at a Controlled Disbursement Point, your use of such signatures is subject to the Facsimile Signatures section of this Booklet.

STOP PAYMENTS

You may request stop payments on checks drawn under a Controlled Disbursement Service by following the procedures specified in the applicable User Documentation or applicable Account Agreement. Also, you may use an Online Stop Payment Service, which is subject to the Online Stop Payment section of this Booklet. If you use telephone, mail or facsimile transmission to request a stop payment, you agree that your stop payment request is subject to the terms described in the Account Agreement for requesting stops by telephone or mail.

If some, but not all, of the information in your stop payment request matches a check which has been presented for payment (for example, the Magnetic Ink Character Recognition (MICR) serial numbers match and the dollar amounts do not match), we may contact you to request a decision on whether or not to pay the check. If any such suspect check is not to be paid, you must promptly instruct us not to pay, or to direct a Controlled Disbursement Point not to pay, the suspect check. If you do not, the suspect check may be paid.

DISBURSEMENT IMAGE

Our Disbursement Image Services will make available to you digital images of checks and drafts paid against specified accounts. Such images may be made available to you by online transmission or by CD-ROMs containing images you may access using image CD-ROM Software.

Check and draft images will be made available to you at such times as you request and we agree. If an image of a check or draft is missing or is illegible, we will provide you a microfilm copy upon your request. Your request must include the account number, the check serial number, the exact amount (dollars and cents) of the payment and the date the payment was made. We may assess a fee for copies provided to you. We will not be liable for failure to provide copies by a given time or for failure to provide copies we are not reasonably able to provide.

Notwithstanding the Limitation of Liabilities section of this Booklet, we will not be liable for damages arising under any Disbursement Image Service in excess of the amount of the check, draft or miscellaneous debit giving rise to your damage claim. Any such claim must include the account number, the check serial number, the exact amount (dollars and cents) of the payment, the date the payment was made, the name of the payee, a detailed explanation of how the claimed loss occurred and the name, address and phone number of the payee to whom you cannot prove payment was made.

Notwithstanding the Termination section of this Booklet, in the case of a Disbursement Image Service using CD-ROMs, termination of such Service upon 30 days notice may not be effective earlier than the first day of the statement period immediately following the statement period during which such notice is given.

ELECTRONIC BILL PAYMENT CONSOLIDATION

Our Electronic Bill Payment Consolidation Service consolidates, reformats and delivers remittance information and other data related to payments received from Bill Payment Service Providers for credit to your account. Detailed information regarding the Service is available in the applicable User Documentation.

You agree that you will authorize Bill Payment Service Providers to deliver payments, remittance information and other related data to us for us to provide this Service to *you.*

You may also elect to have information of another company/organization reported through this Service. If you do so, you agree that you and the other company/ organization will authorize the Bill Payment Service Providers to deliver payments, remittance information and other related data to us for us to provide this Service to you.

Remittance information and other data related to payments will be delivered to you in a mutually acceptable form and manner.

If you are unable to post any payments to your customers' accounts, you must promptly return such payments to us. You shall pay us immediately for the amount of any returned payments which we previously credited to your account.

ELECTRONIC DATA INTERCHANGE (EDI)

Our EDI Services allow you to disburse funds and/or deliver payment-related information to your receivers, electronically or by paper, by sending payment requests or payment-related information to us as described in the applicable User Documentation. These Services also allow you to access payments-related and remittance-related information in mutually acceptable formats received from your receivers or customers and, where available, to match specified receivables and payables against payments.

For the web-based remittance advice delivery service, you are responsible for enrollment of your receivers on the service. During enrollment you will review and verify the accuracy of all enrollment information provided by your receivers on the specified website. Upon completion of enrollment, you authorize us to deliver the confidential passwords and identifiers to your enrolled receiver to access the specified website. Your receiver must keep such passwords and identifiers confidential. We will be fully protected in relying on the correct user identification codes and passwords.

SENDING PAYMENTS AND RELATED INFORMATION

When you wish to pay your receivers, you transmit a data file to us, containing instructions for your payments, in the format and by the cutoff times specified in the applicable User Documentation. When we receive a file from you under an EDI Service, we perform certain edits on the data, translate it into the appropriate format and/or medium and send the data to the payment system specified by you, except that we may use any means of transmission, funds transfer system, clearing house or intermediary bank we reasonably select. On the specified dates, we issue your payments in the required formats.

You control the content of any payment-related information you send to us and are solely responsible for the accuracy of such information. You are solely responsible for storage of all data relating to such information so that it can be made available to individual receivers upon request.

For the web-based remittance advice delivery service, we act as an intermediary to make data and information available to or from you or your enrolled trading partners reasonably promptly after receipt of such information. We make the information available to your enrolled receivers on the specified website within one Business Day of receipt. The information will be available on the specified website for the time periods specified in the applicable User Documentation. We will not alter the content of any information that we receive from you or the trading partner. We are not responsible for the accuracy of any of the information that we receive.

Payment requests originated via the EDI Services will be subject to the terms and conditions for the underlying payment Services (Check Issuance, ACH and/or Wire Transfer and International Electronic Funds Transfer) as described in their respective sections of this Booklet.

RECEIVING REMITTANCE INFORMATION

Remittance information can be delivered to you in a mutually acceptable form and manner and will be covered under the Information Reporting section of this Booklet.

ELECTRONIC FOREIGN EXCHANGE

Our Electronic Foreign Exchange Service allows you to initiate FX Requests over the internet or by telephone. By accessing our website, you can request that we provide an FX Transaction quotation, and by accepting our quotation you can electronically enter into FX Transactions, all in accordance with the instructions provided in the applicable User Documentation.

AUTHORIZED PERSONS

Before using an Electronic Foreign Exchange Service, you give us, by completing the applicable Application, a written list of the persons authorized by you, including the Security Administrators, to perform certain duties in connection with the Electronic Foreign Exchange Service.

SECURITY PROCEDURE

You agree to use the Security Procedure, if any, when you send us FX Requests. The purpose of the Security Procedure is to verify the authenticity of FX Requests delivered to us in your name and not to detect errors in the transmission or content of the FX Requests. Each time you use an Electronic Foreign Exchange Service, you represent and warrant that, in view of your requirements, the Security Procedure is a satisfactory method of verifying the authenticity of FX Requests.

You agree that we may act on FX Requests, even if they are unauthorized, if we act in good faith and comply with the applicable Security Procedure and any written agreement with you restricting our action on FX Requests. In such cases, we may enforce or retain your payment to us for such FX Requests; provided, however, we may not enforce or retain payment if you prove that the unauthorized FX Requests were not caused by a person (i) entrusted at any time to act for you with respect to FX Requests or the applicable Security Procedure, (ii) who obtained access to your premises, computer equipment or transmitting facilities or (iii) who obtained, from a source controlled by you, information (such as keys and passwords) which facilitated breach of the applicable Security Procedure.

EFFECTIVENESS OF FX TRANSACTIONS

You deliver FX Requests to us through the Service and we send you a quotation that you can accept electronically. You must follow all system instructions, procedures and warnings delivered to you on the website provided for the Service. Once we receive your acceptance of our quote, we send you our deal acknowledgment in accordance with the applicable User Documentation, and the FX Transaction will be binding and effective. The FX Transaction is not completed until we send this acknowledgment. You are responsible for contacting us outside the Service if you have not received our electronic acknowledgment within the time specified in the applicable User Documentation (or in the absence of such specification within a reasonable time). We will book FX Transactions at our New York office. Notwithstanding anything to the contrary in this Booklet, we reserve the right to withdraw the Service or terminate your access to the Service at any time without notice.

ACCOUNT DEBITS

You must have Collected and Available Funds in your account which, when added to funds which may be made available under a line of credit, are sufficient to cover your FX Requests. You may initiate an FX Request only if the offsetting debit to your account, including the available line of credit, will not cause you to exceed the account balance according to your records. If your records and ours disagree regarding the account balance, our records will control for purposes of our processing the FX Request.

Unless you have available funds under a line of credit with us, you are obligated to pay us the amount of any FX Request once we receive your FX Request. We will debit the account you specify for the amount of your payment before we process your FX Request. If, for any Business Day, we receive more than one FX Request and/or other items payable from your account, we may debit your account for such FX Requests and items in any sequence we determine in our sole discretion.

If you have available funds under a line of credit with us, we will debit your specified account for the amount of your payment on the settlement date of the FX Transaction. Prior to the settlement date, you can request a change to the specified settlement account for the FX Transaction by using the website for the Service. We will not be obligated to implement such a change, and the change will not be effective until we have had a reasonable opportunity to review and act upon your request.

REJECTION OF FX REQUESTS

We may reject any FX Request which does not comply with the requirements of this Booklet or the applicable User Documentation, including any processing limits described in such User Documentation, or which we have been unable to verify through use of the Security Procedure. We also may reject any FX Request which exceeds the Collected and Available Funds (including funds made available under a line of credit) on deposit with us in the applicable account. Notice of rejection is given to you by telephone, by electronic means, by facsimile or, in event such notice cannot be given by any of those means, by mail. Notices of rejection will be effective when given.

CONFIRMATIONS AND SETTLEMENTS

You agree that FX Transactions effected through the Service are automatically confirmed and do not require any further confirmation. Foreign exchange transactions effected by a method other than the Service may also be confirmed on the website for the Service in accordance with the User Documentation. Your electronic confirmation of each such foreign exchange transaction shall have the same effect as if you had received a written confirmation from us and had reviewed, manually signed and returned the signed confirmation to us.

INTERRUPTION OF COMMUNICATIONS

In the event of a service interruption involving the Service, you may effect FX Transactions, confirm FX Transactions, and specify settlement instructions by contacting one of our trading rooms or operations centers by telephone as designated in the applicable User Documentation.

INFORMATION REPORTING

Our Information Reporting Services make certain account, transaction and related information available to help you control and manage your accounts and in connection with any questions raised by you via such Services. This may include information generated from other Services you use. You may have information reported directly to you or, with certain of our Information Reporting Services, reported at your direction to another financial institution or other entity. Detailed information regarding an Information Reporting Service is available in the applicable User Documentation.

ACCOUNTS OF OTHER COMPANIES/ORGANIZATIONS

You may elect to have accounts of another company/organization reported to you with any of our Information Reporting Services. You agree that, for each such account, the company/organization will provide us with its written authorization, in a form acceptable to us, for us to make that company's account information available to you. However, you do not need to provide us such written authorization if the other company is a U.S. Subsidiary and its accounts are domiciled in the United States of America. In that case, you represent and warrant that such other company is a U.S. Subsidiary and that it has authorized us to make its account information available to you.

ACCOUNTS AT OTHER BANKS

You may also elect to have your accounts, or accounts of another company/organization, maintained at another financial institution reported through certain of our Information Reporting Services. If you do so, you agree that you and the other company/organization will authorize the other financial institution to make the reporting information available to us and to take all other actions necessary for us to provide Information Reporting Services to you.

THIRD-PARTY INFORMATION

If you gain, through your use of one or more Services, access to any information relating to any person other than us, you or any of your Subsidiaries which have authorized your receipt of such information, you agree that you will treat such third-party information as strictly confidential and you shall not disclose it to any person outside your company or to any persons within your company except those who have a need to know. Further, you shall ensure that adequate measures have been taken to prevent the unauthorized use of any such third-party information. You agree that you will not use any such third-party information for your own purposes other than in a communication to us relating to the Service.

LOCKBOX

Our Lockbox Services involve the processing of checks and other payment instruments, such as drafts, that are received at a Lockbox Address or by special arrangement with us, excluding without limitation the processing of cash, stock certificates and tangible valuables. With a Lockbox Service, you instruct your customers to mail checks and other payment instruments you want to have processed under a Service to the Lockbox Address. We are not liable to you for losses you suffer if anything other than checks or other payment instruments are sent to the Lockbox Address. We and/or our agents will have unrestricted and exclusive access to the mail sent to the Lockbox Address.

If we receive any mail containing your lockbox number at our lockbox operations location (instead of the Lockbox Address), we may handle the mail as if it had been received at the Lockbox Address.

PROCESSING

We will handle checks received at the Lockbox Address according to the applicable Account Agreement, applicable User Documentation and our availability schedule, as if the checks were delivered by you to us for deposit to your designated account, except as modified by this Booklet.

We will open the envelopes picked up from the Lockbox Address and remove the contents. Checks and other documents contained in the envelopes will be inspected and handled in the manner specified in the set-up documents for the applicable Lockbox Address. We capture and report information related to the lockbox processing, where available, if you have specified this option in the set-up documents. As appropriate, we will endorse all checks we process on your behalf and deposit them in the account you designate for the applicable Service.

If we process an unsigned check as instructed in the set-up documents, and the check is paid, but the account owner does not authorize payment, you agree to indemnify us, the drawee bank (which may include us) and any intervening collecting bank for any liability or expense incurred by us or such other bank due to the payment and collection of the check.

If this option is available and if you instruct us not to process a check bearing a handwritten or typed notation "Payment in Full" or words of similar import on the face of the check, you understand that we have adopted procedures designed to detect checks bearing such notations; however, we will not be liable to you for losses you suffer if we fail to detect checks bearing such notations.

Unless we agree otherwise, each Business Day we will prepare and send remittance materials (images via internet, electronic file and/or paper packages) relating to the Lockbox Address to you at the address you specify for that Lockbox Address. The material will include, but is not limited to, any checks not processed in accordance with the set-up documents plus information regarding the deposit for the day. For the wholesale Lockbox Service, the package will also include invoices and other materials received at the Lockbox Address.

ACCEPTABLE PAYEES

For the Lockbox Address, you will provide to us the names of Acceptable Payees. We will process a check only if it is made payable to an Acceptable Payee and if the check is otherwise processable. In some jurisdictions outside the United States, an Acceptable Payee is limited to you and limited variations of your name. In all other jurisdictions, including the United States, you warrant that each Acceptable Payee is either you or your affiliate. If an Acceptable Payee is your affiliate, then you also warrant that such Acceptable Payee has authorized checks payable to it to be credited to the account you designate for a Lockbox Service. We may require written authorization from any such Acceptable Payee. We may treat as an Acceptable Payee any variation of any Acceptable Payee's name that we deem to be reasonable.

ONLINE STOP PAYMENT

Our Online Stop Payment Services allow you to electronically place or cancel a Stop Payment Request. This is in addition to your ability to make stop payment requests in person, by telephone or in writing as described in your Account Agreement.

A Stop Payment Request will not be effective until we review our records for the time period specified in the applicable User Documentation, determine that the check has not been paid during that period and respond to you with an online status of your request of "accepted" (rather than "rejected" or "pending").

A Stop Payment Request terminates at the end of the period designated in the applicable User Documentation, unless the Stop Payment Request is renewed or canceled earlier. A Stop Payment Request is canceled automatically when the account on which the check is drawn is closed or transferred.

REQUESTING STOP PAYMENTS

You will include in each Stop Payment Request the Magnetic Ink Character Recognition (MICR) serial number and exact amount (dollars and cents) of the check for which payment is being stopped and the account number on which the check is drawn. You understand and agree that we can only stop a check that shows exactly the same MICR serial number and amount as that included in the related Stop Payment Request since our computer system identifies a check on the basis of the MICR serial number and the exact amount of the check.

You will review your account statements prior to transmitting any Stop Payment Request. You will not transmit any Stop Payment Request relating to a check that has been shown to be paid on such statements.

In some cases, we may pay a check even if a Stop Payment Request is in effect. For example, if one of our branches (or banking centers) or affiliates becomes a "holder in due course" of the check that you asked us to stop, we may still pay the check.

The procedures for placing and acknowledging Stop Payment Requests are described in the applicable User Documentation.

If you use any Online Stop Payment Services with respect to an account connected to a Controlled Disbursement Service, you must follow the procedures in this section rather than the Stop Payment procedures in the Controlled Disbursement Services section.

POSITIVE PAY

Our Positive Pay Services allow you to identify exception items, to request photocopies and/or electronic images of exception items and to instruct us whether to pay or return those items. In many locations, if you send us an issue file, your information may be made available at the teller line. This is called "Teller Positive Pay", which helps identify fraudulent checks that are presented for payment at many of our banking centers. With Teller Positive Pay, the decision whether to pay such an item may be made by us at the teller line.

On each Business Day, we provide you a report of checks presented to us for payment on the prior Business Day and which we have identified as exceptions based on information you have provided to us and as more fully described in the applicable User Documentation. Exceptions are determined by comparing checks presented to us (either by other depository institutions or, where applicable, for cashing at one of our banking centers) with lists of checks issued or canceled by you which you transmit electronically to us each Business Day by the time specified in the applicable User Documentation. Alternatively, where available, you may choose an option under which we report all checks presented for payment, in which case we will treat all such checks as exception items.

On the same day we report exception items to you, you must notify us, by the deadline specified in the applicable User Documentation, which checks you want us to pay or which to dishonor and return. If you fail to notify us by the deadline, we will handle the exception items in accordance with the prescribed default procedure (which you may choose where the choice is available). Where required, you will indicate which checks you want us to return, having been deemed by you to be fraudulent. Our deadlines, default procedures and procedures for acknowledging pay and return requests are described in the applicable User Documentation. In order to assist you in making your decision whether we should pay or return exception items, you may request a copy of any exception item.

AUTHORIZED PERSONS

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

ONLINE OPTION

You may access the daily reports of exception items via one of our online systems. Using that system, you must then notify us which exception items to pay or which to return.

You may request photocopies of exception items, which we will fax to you, as more fully described in the applicable User Documentation. Where available, you may arrange to receive and display electronic images of exception items.

MANUAL OPTION

We provide you a report of exception items. You must then notify us which items to pay or which to return.

ACKNOWLEDGMENTS

You authorize us to return checks or to pay checks in accordance with your instructions and the default procedure in the applicable User Documentation. We will have no liability for payment of a check which is unauthorized or fraudulent if (i) the check is included in a report of exception items, (ii) you have not selected a return default for exception items and (iii) you do not give us timely instructions to return the check.

You acknowledge that our Positive Pay Services do not preclude our standard check processing procedures, which may cause a check to be dishonored even if your instructions or the default procedure do not otherwise require us to return such check.

You acknowledge that, if you have our Teller Positive Pay Service, the decision whether to pay or not pay an item may be made by us at a banking center.

If you decline to use a Teller Positive Pay Service offered by us or fail to meet your applicable issue file deadlines in the User Documentation, you also acknowledge that, as between you and us, you will bear the full loss on checks which are drawn on your accounts with us and paid by us in good faith if the checks are counterfeits or bear unauthorized alterations to the amounts or unauthorized maker signatures, even if such checks would otherwise be exception items.

You acknowledge that our Positive Pay Services are intended to be used to identify and return checks which you suspect in good faith are fraudulent. They are not intended to be used as a substitute for stop payment orders on checks which are not suspected in good faith to be fraudulent. If we suspect or deem, in our sole discretion, that you are using these Services contrary to those intentions, we may require you to provide evidence that checks we return pursuant to your instructions or the return default, if applicable, were in fact fraudulent. In addition, we may hold you liable for losses we sustain on checks which we are requested to return under these Services and which you do not reasonably establish as fraudulent checks.

We will use reasonable efforts under the circumstances to respond promptly to proper requests for copies of exception items if image items are unavailable, but you acknowledge that our failure to provide copies does not extend the deadlines by which you must notify us of your pay/no-pay decisions.

RECLEAR

Our Reclear Service resubmits a check or other payment instrument to the financial institution on which it was drawn if the check or payment instrument has been returned to us unpaid with the notation "refer to maker", "nonsufficient funds" or "uncollected funds". Generally, we will not notify you that such an item has been returned to us unpaid before we reclear it. If a recleared item is returned to us a second time, we will charge your account for the total amount of the check or payment instrument. We generally total your returned items each day, debit your account for the total amount and then send the returned checks and payment instructions to you. The items we send to you serve as your notice of the nonpayments.

RE-PRESENTMENT CHECK (RCK)

Our RCK Services allow you to collect eligible RCK checks that have been returned for insufficient or uncollected funds, using the ACH Services within the United States of America, as described in the applicable User Documentation. The creation of the RCK Entries on your behalf by us using the ACH Services will be subject to the terms and conditions of the ACH Service section of this Booklet, including but not limited to the Security Procedures requirements described in that section. The capitalized ACH terms appearing in italics below are defined in the NACHA Rules.

YOUR RESPONSIBILITIES

You authorize us to create RCK Entries on your behalf as provided in the User Documentation and the NACHA Rules. You are deemed to be the Originator under the NACHA Rules, and on each day you use a Service, you represent and warrant that (i) you have obtained all necessary authorizations from the Receiver prior to the initiation of any corresponding ACH Entry for a RCK and (ii) you accept as Originator all liability corresponding to the representations and warranties we as *ODFI* make under the NACHA Rules regarding RCK.

You shall pay us for the amount of any returned debit Entries (including rejected debit Entries) or any adjustment Entries accepted by us and which we have previously credited to your account. Such amounts shall be immediately due and payable by you to us. Returned debit Entries appear on your reports to the extent agreed by you and us, and you agree that we do not need to send a separate notice of debit Entries which are returned unpaid.

COMPLIANCE WITH NACHA RCK RULES AND LAWS

You agree to comply with the NACHA Rules for all Entries whether or not an Entry is sent through the ACH network. You act as an *Originator* and we act as an *ODFI* with respect to Entries. The NACHA Rules govern if they conflict with this Booklet, except that the file specification requirements in the User Documentation govern if they conflict with the NACHA Rules.

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

TAX PAYMENTS

Our Tax Payment Services allow you to instruct us, using a touchtone telephone or our Software on your computer, to pay any of your taxes which are reported or filed using the tax forms as more fully described and specified in the applicable User Documentation. Based on your Tax Payment Instructions, we prepare and remit your tax deposits. Each of these Services is described in the applicable User Documentation.

SECURITY PROCEDURE

You agree to use the Security Procedure, if any, when you deliver Tax Payment Instructions and, as provided in the applicable User Documentation, cancellation requests to us. The purpose of the Security Procedure is to verify the authenticity of Tax Payment Instructions or cancellation requests and not to detect errors in the transmission or content of these messages. You represent and warrant each time you use a Tax Payment Service that, in view of your requirements, the Security Procedure is a satisfactory method of verifying the authenticity of these messages. You agree we may act on any Tax Payment Instructions or, as provided in the applicable User Documentation, cancellation requests, the authenticity of which we have verified through the use of the Security Procedure.

CUTOFF TIMES

You must comply with the deadlines specified in the applicable User Documentation for initiation of Tax Payment Instructions. If a Service allows you to send instructions to us after the cutoff time, or on a non-Business Day, we may treat these instructions as if we received them *on* the next Business Day.

COMMUNICATION EXPENSE AND RISK

Transmission of Tax Payment Instructions to us will be at your expense, except that we may provide a toll-free number telephone service. If that service is disrupted for any reason, you have the responsibility and risk of using alternative means of communicating Tax Payment Instructions to us accurately and in time for us to perform any Tax Payment Service.

REQUIRED INFORMATION

You will furnish us with all required information and authorizations at the times, in the manner and with the content specified in the applicable User Documentation.

TAX FORMS AND REMITTANCES

After we have received complete Tax Payment Instructions from you, we prepare the related tax forms (which may be on a magnetic tape or by electronic transmission as authorized by the Internal Revenue Service or other tax authority, as applicable) for submission to the appropriate tax authority.

If permitted by the input method, you may specify a settlement date in accordance with the User Documentation. If you use a touchtone phone as your input method, you may request a specified settlement date by calling the designated customer representative for the applicable Tax Payment Service.

For purposes of these Services, settlement date means the date you specify that the taxing authority's account is to be credited. If you do not specify a settlement date, we will pay the amount you specify on or before the tax due date. If you specify the settlement date, payment will be made on the settlement date.

ACCOUNT DEBITS

If you do not specify a settlement date, we debit your account for any tax payment on the Business Day of transmission. If you specify a settlement date, we generally debit your account on the settlement date unless you are prefunding your tax payments. Prefunding means that you pay for all tax payments by such time before the settlement date as we may specify. At our discretion, we may at any time without notice debit your account on the Business Day that Tax Payment Instructions are transmitted to us (or on any other later date). If we debit the funds on the transmission date (or any other date before the payment date), we hold the funds as a deposit liability to you, and not as trust funds, until the date when we remit the funds to the appropriate tax authority. We will not pay you interest on the funds.

We reserve the right to debit your account and to make a tax payment on your behalf earlier than the tax due date if the information in your Tax Payment Instruction is unclear or inadequate to permit us to determine the later due date under the applicable Tax Payment Service or if we otherwise reasonably decide that any delay in the payment of the tax may expose you to liability for a tax penalty. In such case we will not be liable to you for any lost use of funds.

REJECTION OF INSTRUCTIONS

We may reject your instructions during or immediately after transmission to us if they do not comply with the requirements of this Booklet or the applicable User Documentation or which we have been unable to verify through use of the Security Procedure. You will be informed of any such rejection only as specified in the applicable User Documentation, and no other notice of rejection will be provided.

In addition, we may decline to perform any Tax Payment Service or to report any tax, file any tax form, or pay any related tax for you, even if we have received instructions to do so, if the tax payment and our related service fees and charges exceed the Collected and Available Funds on deposit in your account or your ACH processing limit. If we reject a Tax Payment Instruction for that reason, we will promptly notify you by telephone or facsimile transmission in which case we will not be liable to you for the tax payment, any interest on the amount of your tax liability, or for any tax penalty imposed on you in connection with the tax liability. You agree these means of communication are a reasonable means of notifying you.

CANCELLATION

Subject to the provisions in the User Documentation, you may cancel a Tax Payment Instruction prior to disconnection of the telephone call in the case of an instruction initiated by touchtone telephone or prior to transmission to us of an instruction initiated through your computer.

Thereafter, a Tax Payment Instruction may be canceled only if:

- The tax payment has not been remitted, credited or otherwise made available to a tax authority;
- A request to cancel provides sufficient information for us to effect the request; and
- The request is received by us by telephone or, at the option of either you or us, in writing (including facsimile transmissions) in time (but in no event later than the deadline specified in the applicable User Documentation) to afford us a reasonable opportunity to effect the request.

OVERPAYMENTS

If we make an overpayment of your tax liability due to our error, we will recredit your account for the amount of the overpayment, and you agree to take such actions as we reasonably request to obtain a refund of the overpayment and to arrange for payment of such refund to us. In any event, you agree to repay us for any overpayment upon the earlier of (i) your recovery of such overpayment or (ii) the application of the related tax credit to another of your tax payment obligations.

RECORDS AND NOTICE OF ERRORS

We will provide you with statements and confirmations containing information about your tax payments in accordance with and subject to the applicable User Documentation.

Nothing in this Booklet relieves you of any duty imposed by law or contract regarding the maintaining of records or from employing adequate audit, account and review practices customarily followed by similar businesses. You will promptly review for accuracy all records, information and statements delivered from time to time to you by us.

You must send us written notice, with a statement of relevant facts, within 14 days after you receive the first notice or statement indicating a discrepancy between our records and yours. If you fail to give the required notice, we will not be liable for any loss of interest or for any compensation for any other loss or cost relating to an unauthorized or erroneous debit to your account or because of any other discrepancy in the notice or account statement. You must notify us promptly by telephone, confirmed in writing, if you learn or discover from any source other than a notice or statement from us of information concerning an unauthorized or erroneous debit to your account.

SUPPLEMENTAL LIMITATION OF LIABILITIES

For each Tax Payment Service, this section supplements the Limitation of Liabilities section of this Booklet.

If any Tax Payment Service is interrupted for any reason and you are unable to complete transmission of your Tax Payment Instruction to us, you will not be relieved of your obligation to make any tax payment otherwise contemplated to be made by such Service. We will not incur any liability if you fail to make any required tax payment by other means in the event of such interruption.

WIRE TRANSFER AND INTERNATIONAL ELECTRONIC FUNDS TRANSFERS

This section applies to our U.S. domestic and worldwide wire and internal funds transfer services and to our International Electronic Funds Transfer Services outside the United States of America. It does not apply to ACH Services within the United States of America, which are covered in the "Automated Clearing House (ACH)" section of this Booklet.

Wire Transfer and International Electronic Funds Transfer Services permit you to transfer funds electronically and, as appropriate, to transmit related messages as more fully described in the applicable User Documentation. These transfers are typically from your accounts with us to other accounts at our bank, at our affiliated banks or at other eligible banks. These transfers may also include transfers to your accounts with us from your accounts at other banks. These transfers may be made according to a specific request from you or according to your standing instructions (which may include daily sweeps from your accounts at our affiliated banks to your account with us). They also may be low-value batch payments made according to multiple requests within a single electronic data file for transfers to or from your accounts.

MULTIBANK

The Multibank Service permits you to relay through us your instructions to another bank to wire transfer funds from one of your accounts held at that other bank. Where feasible, we will reformat your instructions for SWIFT and relay it by SWIFT to the appropriate bank, subject to the Business Day schedules for us, SWIFT and the paying bank. Otherwise, we will use whatever means or medium we deem appropriate, including use of third-party facilities, to relay your instructions to another bank.

Before using the Multibank Service, you must provide us with the account number and bank name for each account to be debited using this Service. You also must provide the bank holding the debit account with express, written authorization (with a copy to us where requested) to act on instructions we send to it under this Service. You agree that we may rely on that authorization until we have had a reasonable opportunity to act on notice that it has been revoked.

Multibank instructions are not payment orders to us, and we have no obligation to execute, transmit or accept any payment orders made to us under the Multibank Service.

We reformat and transmit your payment order to another bank, and we have no duty to do so if your request is defective, incomplete, erroneous or inconsistent with the terms of this Booklet. We may act on your Multibank instructions as we reasonably consider appropriate notwithstanding any error, omission, defect or lack of clarity in its terms and even if the instructions appear to duplicate other Multibank requests. You agree that your indemnity of us, as set forth in the "Protection From Third Parties" section of this Booklet, applies to any claims by another bank based on our sending a Multibank instruction containing any error, omission, defect or lack of clarity.

If you wish to cancel or amend a payment order set forth in a Multibank instruction, you must contact the bank to which the payment order is directed and act in accordance with its procedures.

Reports on Multibank instructions which we have processed will be included in an Information Reporting Service which you have arranged to use.

COMPLIANCE WITH RULES AND LAWS
You agree to comply with all applicable payment system rules, including the national payment system rules and any other applicable laws and regulations of the receiving country of your transaction. You also agree to comply with the authorization and notice requirements applicable to any Request to debit another person's account.

AUTHORIZED PERSONS
Before using a Wire Transfer or International Electronic Funds Transfer Service, you give us a written list, in a form acceptable to us, of the persons authorized by you to perform certain duties in connection with such Service.

SECURITY PROCEDURE
You agree to use a Service in accordance with the relevant Security Procedure, if any. The purpose of the Security Procedure is to verify the authenticity of Requests delivered to us in your name and not to detect errors in the transmission or content of Requests. You represent and warrant each time you use a Wire Transfer or International Electronic Funds Transfer Service that, in view of your requirements, the Security Procedure is a satisfactory method of verifying the authenticity of Requests.

You agree that we may act on Requests, even if they are unauthorized, if we act in good faith and comply with the applicable Security Procedure and any written agreement with you restricting our action on Requests. In such cases, we may enforce or retain your payment to us for such Requests; provided, however, we may not enforce or retain payment if you prove that the unauthorized Requests were not caused by a person (i) entrusted at any time to act for you with respect to Requests or the applicable Security Procedure, (ii) who obtained access to your premises, computer equipment or transmitting facilities or (iii) who obtained, from a source controlled by you, information (such as keys and passwords) which facilitated breach of the applicable Security Procedure.

ACCOUNT DEBITS
You must have Collected and Available Funds in your account which, when added to funds which may be made available under a line of credit, are sufficient to cover your Requests. You may initiate a Request only if the offsetting debit to your account, including the available line of credit, will not cause you to exceed the account balance according to your records. If your records and ours disagree regarding the account balance, our records will control for purposes of our processing the Request.

You are obligated to pay us the amount of any Request once we act on, other than to reject, your Request. At our discretion, we may at any time without notice require payment before we process your Request. Even if we have done so in the past, we are not obligated to process any Request without having first been paid by you, but, if we do, the amount is immediately due and payable without notice or demand.

Prior to initiating any wire transfer Request to debit an account of a third party, you must provide us with documents, in a form acceptable to us, evidencing the third party's authorization.

You will pay us for the amount of any returned or rejected debit transactions, or any adjustments, which we previously credited to your account.

If, for any Business Day, we receive more than one Request and/or other items payable from your account, we may debit your account for such Requests and items in any sequence we determine in our sole discretion.

ACTING ON REQUESTS

We will use any means of transmission, funds transfer system, clearing house or intermediary bank we reasonably select to transfer funds.

After we receive a Request by the applicable processing deadline (as specified in the applicable User Documentation), but no later than the value date stated in your Request (if such date is not earlier than the day such Request is received), we will act upon such Request by making applicable accounting entries or by transmitting payment instructions to the applicable bank or other party. If applicable, our acting on your Request will also be subject to the business day schedule of any of our banking centers or affiliates holding an account to be debited or credited under a Service. We may treat Requests we receive after a deadline as if we received them on the next Business Day. International Electronic Funds Transfers will be deemed received by us when we receive the complete electronic data file at the location specified in the applicable User Documentation.

REJECTION OF REQUESTS

We may reject any Request which does not comply with the requirements of this Booklet or the applicable User Documentation, including any processing limits described in such User Documentation, or which we have been unable to verify through use of the Security Procedure. We also may reject any Request which exceeds the Collected and Available

Funds (including funds made available under a line of credit) on deposit with us in the applicable account. We may also reject any Request if it may be returned for any reason under the applicable national payment system rules of the receiving country of your transaction. Notice of rejection is given to you by telephone, by electronic means, by facsimile or by mail. Notices of rejection will be effective when given.

CANCELLATION OR AMENDMENT

We have no obligation to cancel or amend Requests after we receive them or to cancel or amend any particular funds transfer requested by a standing instruction which is in effect. If you send us a Request instructing us to cancel or amend a prior Request and we are able to verify the authenticity of the cancellation or amendment Request using the Security Procedure, we will make a reasonable effort to act on that Request, but we will not be liable if it is not effected. You agree to indemnify us against and hold us harmless from any and all liabilities, claims, costs, expenses and damages of any nature, including Legal Expenses, we incur in connection with your Request to amend or cancel. Your obligations under this provision will survive termination of these Wire Transfer and International Electronic Funds Transfer Services.

PROVISIONAL PAYMENTS

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

INCONSISTENCY OF NAME AND NUMBER

A beneficiary's bank (including us when we are the beneficiary's bank) may make payment to a beneficiary based solely on the account or other identifying number. We or an intermediary bank may send a Request to an intermediary bank or beneficiary's bank based solely on the bank identifying number. We, any intermediary bank and any beneficiary's banks may do so even if the Requests include names inconsistent with the account or other identifying number as long as the inconsistency is not known by us or such other bank. Neither we nor any other bank has a duty to determine whether a Request contains an inconsistent name and number.

NOTICE OF ACCOUNT STATEMENT DISCREPANCIES

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

ELECTRONIC TRADE SERVICES

Our Electronic Trade Services allow you to (i) initiate collections; (ii) instruct us to advise you of our receipt or confirmation, or the payment, of Export Letters of Credit and Advised Standby Letters of Credit received by us and naming you as beneficiary; (iii) request full or partial transfers of your Export Letters of Credit or full transfers of your Advised Standby Letters of Credit; (iv) prepare documents in connection with your Export Letters of Credit; (v) access reports on letter of credit transactions, open account transactions, collections and banker's acceptances; (vi) initiate open account transactions; (vii) instruct us to advise you of our receipt of purchase orders received by us and naming you as the supplier; and (viii) instruct us to issue standby and import letters of credit and guarantees. Detailed information regarding each Service is found in the applicable User Documentation.

ADVISED STANDBY LETTERS OF CREDIT

Our Advised Standby Letters of Credit Service allows us to advise you by electronic transmission of (i) our receipt of any standby letter of credit naming you as beneficiary; (ii) the status of any documents or payments with regard to any Standby Advised Letter of Credit; (iii) our confirmation of any such letter of credit; and (iv) any payment made pursuant to a drawing under any such letter of credit.

You may elect to have standby advised letters of credit of a Subsidiary or other entity reported to you with our Electronic Trade Letters of Credit Service. You agree that the Subsidiary or other entity will provide us with a written authorization, in a form acceptable to us, for us to make that Subsidiary or other entity's information available to you.

Full Transfers. You may request the transfer, without substitution of invoices, of all of your rights as beneficiary of Advised Standby Letters of Credit by submitting to us, for each transfer, a request providing the following information:

- Standby Letter of Credit number
- name of issuing bank
- our advice number
- name and address of second beneficiary's advising bank
- name and address of second beneficiary
- date of application

If we approve the transfer, we will place the appropriate endorsement on the Advised Standby Letter of Credit and send it to the second beneficiary or send the second beneficiary a transferred letter of credit document prepared by us. The second beneficiary will have sole rights as beneficiary, whether existing now or in the future, including sole rights to agree to any amendments, including increases or extensions or other changes.

General. The Advised Standby Letter of Credit and the transfer must be subject to UCP or ISP98, and our rights hereunder are in addition to rights we have under UCP or ISP98, as applicable.

You must provide us the original advised Standby Letter of Credit and any existing amendments. You understand that we may, at our sole discretion, refuse to approve any full or partial transfer to a second beneficiary. You acknowledge that due to conditions of the original Advised Standby Letter of Credit, certain proprietary information may be disclosed to the second beneficiary and/or to the applicant under the original Advised Standby Letter of Credit. We will have no liability to you in the event of such disclosure and, in such event, you will indemnify and hold us harmless from all claims of third parties. You acknowledge that your rights as beneficiary in the original Advised Standby Letter of Credit are irrevocably transferred to the second beneficiary(ies) who shall have sole rights. In that connection, your approval is not required for us to honor a discrepant presentation made by the second beneficiary.

For our transfer fee, we may debit your account(s) with us, which you may designate subject to our reasonable approval. You also agree to pay us on demand any expenses which may be incurred by us in connection with this transfer.

COLLECTIONS

Our Electronic Trade Collections Service allows you to initiate a collection (as that term is defined in the Uniform Rules for Collections) by delivering an instruction to a collecting bank.

The instruction will be on a form prescribed by us, but we will not have any responsibility or liability for the terms and conditions of any instruction; you accept all such responsibility and liability. Each collection will be governed by the Uniform Rules for Collections. You will promptly transmit to us a copy of the completed collection form and, upon our request, will provide to us copies of the underlying documentation.

You represent and warrant to us as of the date you transmit the instruction form to us that the collection is not prohibited under the foreign asset control or other regulations of the United States of America or the applicable laws of any other jurisdictions.

Upon our receipt of any payment of a collection, the amounts received (less related charges, disbursements and/or expenses) will be paid to you, except that if we are required to return any such payment received upon the insolvency, bankruptcy or reorganization of the presenting bank or collecting bank or other third party or for any other reason, you will repay to us the amount paid by you together with interest thereon from the date we returned the payment and so notified you at the rate specified by us in our schedule of charges. Unpaid items and related documents received by us may be returned to you by regular mail at the address specified in the Authorization and Agreement Certification form which accompanied this Booklet or such other address as may be notified by you in writing.

EXPORT LETTERS OF CREDIT

Our Export Electronic Trade Letters of Credit Service allows you to prepare export documents using electronic data captured through our electronic advise process and allows us to advise you by electronic transmission of (i) our receipt of any Export Letter of Credit naming you as beneficiary, including the wording of an Export Letter of Credit so you can prepare export documents as per the Export Letter of Credit; (ii) the status of any documents or payments with regard to any Export Letter of Credit; (iii) our confirmation of any such letter of credit and (iv) any payment made pursuant to a drawing under any such letter of credit.

You may elect to have export letters of credit of a Subsidiary or other entity reported to you with our Export Electronic Trade Letters of Credit Service. You agree that the Subsidiary or other entity will provide us with a written authorization, in a form acceptable to us, for us to make that Subsidiary or other entity's information available to you.

You may prepare shipping documents based on your Export Letter of Credit advised details. You may then edit and locally print those documents and courier them to us for presentation.

REQUESTS FOR TRANSFERS

Partial Transfers. You may request the partial transfer, with or without substitution of invoices, of Export Letters of Credit by submitting to us, for each transfer, a request providing the following information:

- whether the transfer is with or without substitution of invoices
- Export Letter of Credit number
- name of issuing bank
- our advice number
- name and address of second beneficiary's advising bank
- amount to be transferred
- description of merchandise subject to the transfer
- name and address of second beneficiary
- unit price
- expiration date of transfer Export Letter of Credit
- latest shipment date
- number of days after shipment within which documents must be presented
- insurance percentage (if applicable)
- date of application

If we approve the transfer, we will advise the second beneficiary of the terms and conditions of the transferred credit by full text teletransmission, mail/airmail or courier (as we deem appropriate).

With respect to all partial transfers, whether with or without substitution of invoices, you may refuse to allow us to notify the second beneficiary(ies) of any future amendment(s) received under the original Export Letter of Credit.

If you elect transfer with substitution of invoices, then, on our demand, you will deliver to us within one (1) Business Day your draft, commercial invoice and any other required documents in compliance with the terms of the original Export Letter of Credit. The draft and documents are in substitution of those presented by the second beneficiary. When (i) the documents of the second beneficiary and the substitution documents from the first beneficiary are determined to comply with the terms of the Export Letter of Credit or, if determined to be discrepant, are taken up by the issuing bank and (ii) we are in receipt of funds, we will pay you in accordance with your instructions for the amount of the difference between your draft and the draft of the second beneficiary, less any fees due and payable to us in connection therewith. If you fail, at our demand, to deliver to us your drafts, invoices and other required documents as stated above, you acknowledge our right to present invoices and other documents received from the second beneficiary in accordance with the instructions of the original Export Letter of Credit. You also understand that we will not pay you the difference between the amount of the draft of the second beneficiary and the amount authorized to be paid to you under the original Export Letter of Credit.

Full Transfers. You may request the transfer, without substitution of invoices, of all of your rights as beneficiary of Export Letters of Credit by submitting to us, for each transfer, a request providing the following information:

- Export Letter of Credit number
- name of issuing bank
- our advice number
- name and address of second beneficiary's advising bank
- name and address of second beneficiary
- date of application

If we approve the transfer, we will place the appropriate endorsement on the Export Letter of Credit and send it to the second beneficiary or send the second beneficiary a transferred letter of credit document prepared by us. The second beneficiary will have sole rights as beneficiary, whether existing now or in the future, including sole rights to agree to any amendments, including increases or extensions or other changes.

General. The Export Letter of Credit and the transfer must be subject to UCP and our rights hereunder are in addition to rights we have under UCP.

You must provide us the original Export Letter of Credit and any existing amendments. You understand that we may, at our sole discretion, refuse to approve any full or partial transfer to a second beneficiary. You acknowledge that due to conditions of the original Export Letter of Credit, certain proprietary information may be disclosed to the second beneficiary and/or to the buyer under the original Export Letter of Credit. We will have no liability to you in the event of such disclosure and, in such event, you will indemnify and hold us harmless from all claims of third parties. You acknowledge that your rights as beneficiary in the original Export Letter of Credit (up to the amount shown in your request with respect to partial transfers) are irrevocably transferred to the second beneficiary(ies) who shall have sole rights (but only up to the amount shown in your request in the case of a partial transfer). In that connection, your approval is not required for us to honor a discrepant presentation made by the second beneficiary.

For our transfer fee, we may debit your account(s) with us, which you may designate subject to our reasonable approval. You also agree to pay us on demand any expenses which may be incurred by us in connection with this transfer.

INFORMATION REPORTING

We will make available to you, subject to the terms of the Information Reporting section of this Booklet, reports on import, export and standby letter of credit transactions, banker's acceptances, collections and open account transactions, as more fully described in the applicable User Documentation.

OPEN ACCOUNT

Our Electronic Trade Open Account Service permits you electronically to (i) inform us of your purchase order details, instruct us on examining import documents for compliance with your purchase orders and instruct us to pay the presenting party and (ii) receive notification of open account transactions initiated through electronic means.

Purchase Orders. You will electronically transmit to us, in accordance with applicable User Documentation, files of purchase orders you have sent to your vendors with instructions to present documents to us. The electronic files will be in such format(s) and transmitted through such channel(s) as you have selected and we have approved. If you are not requesting us to issue an import letter of credit, each transaction will be flagged as an "open account" payment type.

When we receive import documents, we will review them according to your purchase order terms. If and as provided by the open account payment type selected by you, we will match the import documents against the pertinent purchase orders housed on our electronic database in accordance with the parameters established by you and accepted by us. We will pay the presenting vendors as provided under the open account payment type selected by you from the following three types:

- importer matching - you match the import documents against your copy of the pertinent purchase order and instruct us how much to pay to the presenter and when to pay;
- bank matching - we match the import documents against our electronic file of the pertinent purchase order, following the parameters established by you; we then electronically inform you, indicating whether they are compliant or non-compliant, and await your payment instructions; and
- auto-pay - we match the documents as described above, and, if we determine they are compliant, make payment to the presenter, but only if you have sufficient Collected and Available Funds in the account you have designated for such purposes; if we determine that the documents are non-compliant, we make payment only upon your express instructions.

Notification of Open Account Transactions. With respect to open account notification letters, we will notify you electronically of (i) our receipt of such notices naming you as vendor and (ii) any payments made pursuant to drawings under such open account transactions. We will notify your vendors by Trade Direct, fax, courier or mail as instructed by you.

STANDBY AND IMPORT LETTERS OF CREDIT

Our Electronic Trade Letters of Credit Service allows you to request us, by electronic or fax transmission, to issue an import or standby letter of credit or a guarantee. Each letter of credit or guarantee which we agree to issue will be for your account or the account of another entity you designate. Each commercial letter of credit we issue will be subject to the UCP and, when applicable, the eUCP, and each standby letter of credit we issue will be subject to the ISP98. As a condition to our agreement to issue a letter of credit or guarantee, we may require you at any time to make with us a cash deposit, which may not accrue interest or earnings credit, and to grant us a security interest in the underlying goods and documents of title and/or any other property or accounts as we reasonably determine as security for your obligations to us. A letter of credit may be issued by any of our authorized offices within or outside the United States of America. A guarantee may be issued by any of our authorized offices outside the United States of America.

YOUR RESPONSIBILITIES

You represent and warrant to us as of the date of issuance of each import letter of credit and each drawing that:

- You or the importer has obtained all import and export licenses, registrations, filings and approvals required by any governmental authority for the goods and documents described in the letter of credit.
- The transactions underlying the letter of credit are not prohibited under the foreign asset control or other regulations of the United States of America or the applicable laws of any other jurisdiction.

You will obtain, or cause to be obtained, insurance covering fire and other usual risks on all goods described in each import letter of credit issued by us.

You will reimburse us upon demand all monies paid by us under or in respect of each such letter of credit or guarantee, including payments on any draft, acceptance, order, instrument or demand drawn or presented under the letter of credit or guarantee. You will pay us on demand interest on all amounts paid by us or any other drawee under each letter of credit or guarantee from the date of such payment until we receive reimbursement at a rate per annum specified in the applicable User Documentation. You will reimburse us in the currency in which the letter of credit or guarantee is denominated (or, at our option, the equivalent of the denominated currency amount in U.S. Dollars or the currency of the country in which the letter of credit or guarantee was issued at the rate of exchange quoted by us in the city in which the letter of credit or guarantee was issued for the sale of the denominated currency against U.S. Dollars or such other currency on the date on which the denominated currency amount is paid by us). Regardless of the expiration of the letter of credit or guarantee, you will remain liable for all such amounts until we are released from liability to all persons entitled to draw or demand payment under the letter of credit or guarantee.

You will pay us Legal Expenses incurred by us in connection with each letter of credit or guarantee including without limitation our defense of any proceeding initiated by you to enjoin payment or negotiation by us of a letter of credit or guarantee even if you are awarded such relief, provided only that we have acted in good faith in defending such action.

If you request the issuance of a letter of credit or guarantee listing one of your Subsidiaries or another entity as the account party, each such request will be considered a request by you for the issuance of a letter of credit or guarantee, and you will assume all liabilities and obligations with respect to such letter of credit or guarantee. You represent and warrant to us that you will derive substantial economic benefit from each underlying transaction relating to each request for the issuance of a letter of credit or guarantee listing your Subsidiary or another person as the account party. Your obligations under each letter of credit or guarantee will not be released or discharged if:

- We attempt to collect any payment under such letter of credit or guarantee directly from the Subsidiary or such other entity.
- Any bankruptcy, reorganization, insolvency, receivership, moratorium or other such action effecting creditors generally is filed by or against the Subsidiary or such other entity.
- We receive payment from the Subsidiary or such other entity, but it is subsequently rescinded or must be returned by us.

OUR RESPONSIBILITIES

If we accept your request, we will issue the import or standby letter of credit as described in your electronic or fax transmission and pursuant to this Booklet and the UCP (with regard to import letters of credit) and ISP98 (with regard to standby letters of credit). If we accept your request, we will issue the guarantee as described in your electronic or fax transmission and pursuant to this Booklet.

We will pay each commercial letter of credit pursuant to its terms, this Booklet and the UCP. We will pay each standby letter of credit pursuant to its terms, this Booklet and the ISP98. We will pay each guarantee pursuant to its terms and this Booklet.

CHANGE OF LAW OR REGULATION

If, subsequent to the issuance date of a letter of credit or guarantee, we determine that the introduction of or any change in the interpretation of any law, rule, regulation or guideline or the request of a central bank or other governmental authority will increase our costs relative to our providing the Electronic Trade Letters of Credit Service, as set forth below, then, on demand, you will pay us additional amounts sufficient (as determined by us) to compensate us for such increased cost. Such increased costs could include: (i) reserve, deposit, assessment or similar requirements or (ii) increases in capital adequacy requirements.

DEPOSIT ON TERMINATION EVENT

If there occurs an event which permits us, under the Termination section of this Booklet, to terminate this Service immediately, you will deposit with us, on demand and as cash security for your obligations to us, an amount equal to the aggregate undrawn amount of the letters of credit and guarantees issued by us in the same currency as the letter of credit or guarantee, or, at our option, its equivalent in U.S. Dollars or the currency of the country in which the letter of credit or guarantee was issued. You will not withdraw any amount so deposited except to the extent such amount exceeds the undrawn and unreimbursed amount of the letter(s) of credit and guarantees. If the amount deposited by you under this Booklet for a letter of credit is in a currency different than the currency in which the letter of credit or guarantee is payable and the amount so deposited becomes less than the value of the undrawn amount of the letter of credit or guarantee because of any variation in rates of exchange, you will deposit with us additional amounts in such other currency so that the total amount deposited by you under this Booklet is not less than the equivalent value of the undrawn amount of the letter of credit or guarantee, determined by using the rate of exchange quoted by us on the date of our latest demand.

SUPPLEMENTAL LIMITATION OF LIABILITIES AND INDEMNIFICATION FOR ALL ELECTRONIC TRADE SERVICES

For each Electronic Trade Service, this section supplements the Limitation of Liability section of this Booklet.

You have sole responsibility for determining the level of security you require and assessing the suitability of the security procedures for these Services. We have no duty to investigate the authenticity of any application, instruction or other communication you provide us using an Electronic Trade Service. Also, we will have no liability to you for acting upon any application, amendment or other communication purportedly transmitted by you, even if such application, amendment or message:

- Contains inaccurate or erroneous information.
- Constitutes unauthorized or fraudulent use of an Electronic Trade Service.
- Includes instructions to pay money or otherwise debit or credit any account.
- Relates to the disposition of any money, securities or documents.
- Purports to bind you to any agreement or other arrangement with us or with other persons or to commit you to any other type of transaction or arrangement.

We are authorized, but not obliged, to rely upon and act in accordance with any application, instruction, consent or other communication by fax or other electronic transmission (including without limitation any transmission by use of our Software or the Internet) received by us purporting to be a communication on your behalf without inquiry on our part as to the source of the transmission or the identity of the person purporting to send such communication. We are also authorized, but not obliged, to rely upon and act in accordance with any application, instruction, consent or other communication by telephone, purporting to be a communication on your behalf by an authorized person designated by you.

GENERAL PROVISIONS

CHANGES TO A SERVICE

You may request us at any time to change the processing instructions for any Service. We are not obligated to implement any requested changes until we have had a reasonable opportunity to act upon them. In making changes, we are entitled to rely on requests purporting to be from you. For certain changes, we may require that your requests be in writing, in a form and manner acceptable to us, or be from an authorized person you designate. In addition, certain requests for changes may be subject to our approval.

We may change, add or delete any of the terms and conditions applicable to any or all Services upon 30 days prior notice to you in writing or by electronic means. Your continued use of or failure to terminate any Service, after the effective date of the change, will indicate your agreement to the change.

COMMUNICATIONS

Any written notice or other written communication to be given under the terms of this Booklet will be addressed to the applicable address specified on the Authorization and Agreement form you return to us, except as you or we specify otherwise in writing in conjunction with your accounts or particular Services. Notices are effective upon receipt, except as otherwise provided in this Booklet or any Materials.

You agree that we may electronically monitor and/or record any telephone communications with you in those countries which permit that practice. If our records about any such communication are different from yours, our records will govern.

If you choose to use unencrypted electronic mail to initiate payment requests or other instructions or otherwise communicate with us, your use of such electronic mail with respect to a Service will be subject to the terms and conditions of this Booklet and will comply with the applicable User Documentation. In addition, you agree to bear the risk that such electronic mail may be corrupted, modified, garbled or hacked or its confidentiality may be breached by a third party and the risk that we will rely on such mail, which appears to be from you but which is unauthorized, and that such reliance will result in a loss.

CONFIDENTIALITY

OUR OBLIGATION

We acknowledge that information we obtain from you in connection with any Service we provide to you under the terms of this Booklet may be confidential. We will maintain the confidentiality of such information in accordance with our normal procedures for safeguarding customer information and the policy reflected in the Bank of America Corporation Code of Ethics.

YOUR OBLIGATION

You acknowledge our claim to proprietary rights in the Materials and that the Materials constitute our "trade secrets" or trade secrets of our licensors or vendors. You understand that all Materials are confidential and you will:

Safeguard the Materials at all times.

- Establish and maintain procedures to assure the confidentiality of the Materials and any password or code subsequently changed by you.
- Use the Materials only for the purposes for which we provide them.
- Notify us promptly by telephone, confirmed in writing, if any Materials are lost or their confidentiality is compromised.

You will not, nor will you allow anyone else to, do any of the following without our prior consent:

- Disclose any Materials to any person or entity, except to your employees and agents with a need to know the Materials.
- Make any copies, in whole or in part, of any Materials in whatever form or medium (electronic, printed or otherwise) in which they may exist from time to time, except as provided in the Software License section.
- Translate, reverse engineer, disassemble or decompile any Software or security devices.

These confidentiality obligations continue after a Service you are using is terminated.

You have sole responsibility for the custody, control and use of all Materials. You agree that no individual will be allowed to initiate a request or other instruction contemplated in this Booklet or to have access to any Materials without proper supervision and strict security controls. If a Service requires use of user identification codes or passwords, we will be fully protected in relying on the correct user identification codes and passwords, as described in the relevant User Documentation.

GENERAL

This section does not limit either party's ability to disclose information (i) that the other party has approved by prior writing for disclosure; (ii) that is disclosed to its professional advisors or auditors; (iii) that becomes public other than through a breach of these confidentiality obligations, (iv) that was in its possession or available to it from a third party prior to its receipt of it in connection with any Service, (v) which is obtained by it from a third party who is not known by it to be bound by a confidentiality agreement with respect to that information, (vi) as required or requested by any securities exchange or regulatory body to which either party is subject or submits or (vii) as otherwise required to be disclosed by law or by legal or governmental process.

In addition, you agree (i) that we may disclose to our offices, affiliates, officers, employees and agents with a need to know any information we obtain about you and (ii) that those offices, affiliates, officers, employees and agents may disclose such information as permitted under the immediately preceding paragraph.

You acknowledge and agree that data processing related to Services covered by this Booklet and your associated accounts may take place in countries other than those where you and your accounts with us are located. You further understand that information concerning your relationship with us may be available on our electronic data system both for information management purposes and in order to enable you to benefit from our electronic banking services. You understand and agree that, as a result, your banking relationship information may be available to some of our officers outside the country or countries where you and your accounts are located. You authorize us to transmit your banking relationship information across national borders, notwithstanding the banking secrecy laws of any of the countries involved, as necessary or appropriate to provide any Services.

It is possible that in providing the Services we will transmit Personal Data. We will only transmit Personal Data to our locations, to locations of our affiliates or to others in order to provide the Services. We may contract with others to provide data transmission or storage services to us. In that case, we will require that they treat Personal Data solely in accordance with our instructions. You agree to comply with any directions we may give you from time to time with respect to the Personal Data.

Neither party will use the other's name or refer to the other party directly or indirectly in any solicitation, marketing material, advertisement, news release or other release to any publication without receiving the other party's specific prior written approval for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior oral approval for such use.

This section also does not limit our ability or that of our affiliates to access and use transaction data related to any Service provided to you in connection with the management of our or their business.

These obligations continue after any Service you are using is terminated.

CURRENCY EXCHANGE RATES

If a Request, an Entry, a check issued under the Check Issuance Services or a draft created under the Client-Printed Drafts Services involves a currency other than the currency in which the relevant account is denominated, your funds will be exchanged for such other currency at a current rate of exchange on or before the transfer or debit date, as the case may be, in accordance with our normal procedures (including applicable User Documentation). If we assign a currency exchange rate to your transaction, such exchange rate will be determined by us based upon market conditions. We consider many factors in setting our exchange rates, including without limitation exchange rates charged by other parties, desired rates of return, market risk and credit risk. You acknowledge that exchange rates for retail and commercial transactions, and for transactions effected after regular business hours and on weekends, are different from the exchange rates for large inter-bank transactions effected during the business day, as reported in The Wall Street Journal or elsewhere. Exchange rates offered by other dealers, or shown at other sources (including online sources) may be different from our rates. We do not accept any liability if our rates are different from rates offered or reported by third parties, or offered by us at a different time, at a different location, for a different transaction amount, or involving a different payment media (banknotes, check, wire transfer, etc.). Currency exchange rates fluctuate over time, and you acknowledge and accept the risks of such fluctuations: (i) in the case of Requests, between the time you initiate a Request and the time the transfer is either completed or is unwound due to a cancellation, amendment, rejection or return, (ii) in the case of checks, between the time you request us to create a check and the time we debit your account to cover such check and/or the time we re-credit your account if the check is stopped in accordance with the applicable stop payment procedures and (iii) in the case of drafts, between the time you print a draft, or request us to print a draft, and the time we transfer funds from your account to cover such draft.

FACSIMILE SIGNATURES

In some countries, businesses use a variety of techniques to produce a facsimile signature manually or by means of a device or machine (each generally called a facsimile signature) as a convenient method for signing checks, documents and other items. If you choose to use a facsimile signature, you must provide us with a specimen of each facsimile signature.

You are responsible for any withdrawal from your deposit account that bears or reasonably appears to us to bear your facsimile signature, regardless of by whom or by what means the signature was placed on the check. If you choose to use a facsimile signature, you are responsible even if you have not presented us with a specimen facsimile signature, or if the size, color or style of the check, or the size, color or style of the facsimile signature is different from that of the check or facsimile signature you use. We may pay the withdrawal and debit your account for it.

You agree to compensate us for all losses, claims, damages or expenses, including Legal Expenses, that result from our payment of a withdrawal bearing a facsimile that reasonably resembles your facsimile signature.

You are responsible for taking security measures and implementing procedures to prevent the forgery, theft or fraudulent or unauthorized use of your facsimile signature.

GENERAL MATTERS

AGREEMENT

Except with respect to a click-wrap online privacy policy to which you agree when you use a Service through Bank of America Direct®, this Booklet constitutes and represents the entire agreement between you and us regarding the Services we provide you anywhere in the world and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature (including requests for proposals and other sales material), whether oral or written, between you and us relating to any such Service (including any International Treasury Services Terms and Conditions booklet, but excluding the current Account Agreement). This Booklet will be controlling in the event of any conflict between it and any relevant User Documentation, any other document or written or oral statement (including but not limited to any Account Agreement, except as applicable law requires otherwise), but excluding the click-wrap online privacy policy noted above. Current User Documentation is available upon request.

This Booklet is binding upon each of your and our respective successors and permitted assigns. You may with our prior written consent, assign any of your rights or duties described in this Booklet. This Booklet is not for the benefit of any other person, and no other person has any right under this Booklet against you or us, and nothing contained in this Booklet creates any agency, fiduciary, joint venture or partnership relationship between you and us.

NOTICE OF FINAL AGREEMENT. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

GENERAL OBLIGATIONS

We are responsible only for performing the Services expressly provided for in this Booklet. We may contract with an outside vendor in providing any of these Services.

With respect to any Service, we will provide you with assistance by telephone at the numbers and during the hours specified by us in writing from time to time.

You are responsible for maintaining the security of your data and ensuring that it is adequately backed-up. We are not responsible for your loss of your data.

ORAL INSTRUCTIONS

Except as otherwise provided in this Booklet with respect to compliance with any applicable Security Procedure, we may rely on oral instructions from any person who identifies himself or herself by a name which is included on a written list from you of persons authorized to give such instructions. You will update this list from time to time as necessary to reflect any changes in authorized persons. Except as otherwise expressly stated in this Booklet, we are not required to act on any instruction from any person or to give notices to any person.

SEVERABILITY; NO WAIVER

If any provision of this Booklet or the application of any such provision to any person or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Booklet, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, are not impaired or otherwise affected and continue to be valid and enforceable to the fullest extent permitted by law.

No delay or failure to exercise any right or remedy under this Booklet is deemed to be a waiver of such right or remedy. No waiver of a single breach or default under this Booklet is a waiver of any other breach or default. Any waiver under this Booklet must be in writing.

GOVERNING LAW

Except as otherwise expressly provided in this Booklet for a particular Service, with respect to each Service, this Booklet is governed by and interpreted according to (i) U.S. federal law and (ii) the law of (A) the state in the United States of America in which the account (or the principal account, in the case of multiple accounts) associated with such Service is located or, if there is no such state or no account associated with such Service, (B) the State of New York, without reference to the principles of conflicts of law of the U.S. and of such state.

If you are headquartered, or are using a Service, outside the United States of America, and if requested by us, you must appoint an agent for service of process in England, Hong Kong, Singapore and/or the United States of America, and you irrevocably agree that any writ, summons, order, judgment or other document relating to or in conjunction with any proceeding, suit or action may be served on you in such jurisdiction.

LIMITATION OF LIABILITIES

ALL SERVICES OTHER THAN ELECTRONIC FUNDS TRANSFER SERVICES

We are liable to you only for actual damages incurred as a direct result of our failure to exercise reasonable care in providing a Service.

ELECTRONIC FUNDS TRANSFER SERVICES

For Requests and Entries which are subject to UCC 4A, we are liable only for damages required to be paid under UCC 4A or the Fedwire Regulation, as applicable, except as otherwise agreed in this Booklet.

For all Requests and Entries not subject to UCC4A and for all other obligations under the Electronic Funds Transfer Services sections, our liability is limited to actual damages, resulting directly from our willful misconduct or our failure to exercise reasonable care,

not exceeding the following, as applicable: (i) in case of an excessive debit to your account, the amount of the excess plus compensation equivalent to interest; (ii) in case of payment to an account not specified by you, the amount of the payment plus compensation equivalent to interest; (iii) in case of any delay in crediting a debit Entry or DTC to your account, the amount of compensation equivalent to interest for the period of delay; or (iv) in all other cases, the actual damages incurred by you. You will use reasonable efforts to assist us in recovering the amount of any overpayment for which we are liable.

If we are obligated to pay interest compensation, we will pay such compensation or credit your account, as we determine, upon your written request. We calculate compensation for the relevant period as specified in the Account Agreement or as advised by your customer services representative.

If you transmit a Request to us by way of a funds-transfer system or other third-party communications system not specifically required by us, the system is deemed to be your agent for that purpose. We are not liable to you for any discrepancy between the terms you transmit to such system and the terms it then transmits to us.

ALL SERVICES

In no event will we be liable for any indirect, consequential or punitive loss, damage, cost or expense of any nature or any economic loss or damage, expense and loss of business, profits or revenue, goodwill and anticipated savings, loss of or corruption to your data, loss of operation time or loss of contracts, even if advised of the possibility of such loss, damage, cost or expense.

We will not be responsible for the acts or omissions of you or your officers, employees or agents (including but not limited to the amount, accuracy, timeliness or authorization of any instructions or information from you) or the acts or omissions of any other person or entity, including but not limited to any clearing house association or processor, any U.S. Federal Reserve Bank or any other country's central bank, any other financial institution or any Supplier, and no such person or entity will be deemed our agent.

If you permit any Subsidiary or other person to access one of our Service installations on your premises through use of a remote access software package, we will not be responsible or liable for such Subsidiary or person's use or misuse of our Services or access to accounts owned by you and for which you did not authorize that Subsidiary or person to have access via your installation. We may and will treat all instructions and information received by us through this arrangement as provided by and for the benefit of you and subject to all our rights under this Booklet with respect to the pertinent Services.

We will not be liable for and will be excused from any failure or delay in performing our obligations for any Service if such failure or delay is caused by circumstances beyond our control, including any natural disaster (such as earthquakes or floods), emergency conditions (such as war, riot, fire, theft or labor dispute), legal constraint or governmental action or inaction, breakdown or failure of equipment, breakdown of any Supplier, or your act, omission, negligence or fault.

We also will not be liable for any failure to act on our part if we reasonably believed that our action would have violated any law, rule or regulation.

OVERDRAFTS

With respect to a Service, we may, at our sole discretion, allow an overdraft to occur in your account. Except as we agree or advise you otherwise in writing, you must repay us immediately, without demand, the amount of such overdraft plus any overdraft charges. In such cases, the fact that we previously allowed an overdraft to occur does not obligate us to do so in the future. Additional terms and conditions contained in your Account Agreement may apply.

PAYMENT FOR SERVICES

You must maintain and designate account(s) with us which we will use for debiting or crediting with respect to all payments and deposits and related adjustments and charges. Except as otherwise provided, you must have Collected and Available Funds on deposit in your account(s) sufficient to cover such obligations. For purposes of satisfying your payment obligations, we may consider any overdraft line of credit or other arrangement you have with us.

SERVICE CHARGES

You will pay us for each Service you use according to our schedule of charges currently in effect for you, except as we agree otherwise (in writing) from time to time. At your request, we will provide you a copy of the current schedule of charges for the applicable Service. All charges are subject to change upon 30 days prior written notice to you (unless otherwise agreed in writing), except that any increase in charges to offset any increase in fees charged to us by any Supplier for services used in delivering any Service may become effective in less than 30 days.

You will pay us for Software support in excess of that contemplated in the General Provisions sections of this Booklet. The charges for such extra support will be as specified by us before such charges are incurred or as otherwise agreed by you and us from time to time.

We will, on a monthly basis, debit your account with us for payment of charges due, unless you arrange another payment procedure acceptable to us.

TAXES

All Service charges are exclusive of sales, value-added and use taxes, stamp and other duties and other governmental charges imposed on any Service or Materials and not based on our net income. Such taxes, duties and charges are payable by you.

PROTECTION FROM THIRD PARTIES

You will indemnify us against and hold us harmless from and defend us against any and all liabilities, claims, costs, expenses and damages of any nature (including Legal Expenses) arising out of or relating to disputes or legal actions by parties other than you and us concerning any Service. The obligations contained in the preceding sentence will continue after a Service you are using is terminated. This section does not apply to any cost or damage attributable to our gross negligence or intentional misconduct.

REPRESENTATIONS AND WARRANTIES

On and as of each day we provide any Service to you, you represent and warrant to us that:

- Your agreement to each provision contained in this Booklet is a duly authorized, legal, valid, binding and enforceable obligation;
- The debiting of any account as provided in this Booklet is not inconsistent with any restriction on the use of that account;
- All approvals and authorizations required to permit the execution and delivery of the Agreement and Authorization form and any other necessary documentation, and the performance and consummation by you of the transactions contemplated under each Service, have been obtained, including but not limited to due authorization from each applicable third party to allow you to transfer funds and access information from such party's account;
- Your performance of your obligations will not violate any law, regulation, judgment, decree or order applicable to you; and
- There is no lawsuit, tax claim or other dispute pending or threatened against you which, if lost, would impair your financial condition or ability to pay us under the terms of this Booklet.

RESOLUTION OF DISPUTES

We try to resolve our clients' Service problems or disputes as quickly as possible. In most cases, we can resolve a problem by telephone.

Any dispute or controversy concerning your use of Services described in this Booklet will be decided by binding arbitration conducted in the United States of America (except as you and we expressly agree otherwise) in accordance with the United States Arbitration Act (Title 9, U.S. Code) under the Commercial Arbitration Rules of the American Arbitration Association. Under these procedures, the dispute is submitted to a neutral person for determination in place of a trial before a judge or jury. Judgment upon the award made by the arbitrator may be entered in any court having jurisdiction.

Without regard to the foregoing, any dispute or controversy that arises from an Electronic Funds Transfer Service will be decided by a judge without a jury in a United States of America federal or state court (except as you and we expressly agree otherwise in writing). This means that in these instances you waive any right to a trial by jury in any action or proceeding and agree that such action or proceeding will be tried before a judge without a jury.

Either you or we may exercise self-help remedies or obtain provisional or ancillary remedies from a court. You or we may exercise or obtain these remedies at any time, even while the arbitration or trial by a judge is pending. By exercising or obtaining any such remedies, neither you nor we waive the right to request that a dispute or controversy be decided by arbitration or trial by a judge.

SOFTWARE LICENSE

This section applies to all Software we provide to you after you return the Agreement and Authorization form unless we provide you a separate license agreement for specific Software (including a "click-wrap" Software license you may obtain from us by downloading from our website and including, in the case of the Commercial and Corporate Card Services, the licenses for Visa InfoSpan, MasterCard SmartData and any other third-party Software we provide you in connection with such Services). Notwithstanding anything to the contrary in the "General Provisions" section of this Booklet, the software licenses granted to you under this Software License section are governed by and interpreted according to the laws of the State of California without reference to its principles of conflicts of law.

LICENSE

For each Software application we provide to you for one or more Services, we grant you a non-exclusive, non-transferable license for the use of that Software and its related Materials. Each license is granted solely for use in object code form only in connection with one or more Services. You may use the Software only in accordance with the applicable User Documentation.

The Software, its source code, the related Materials and all copyright, patent, trademark, trade secret and other rights in them are and will remain the exclusive property of us or our licensors. You will secure and protect the Software (including all copies) in a manner consistent with the maintenance of our rights and those of our licensors. In order to protect those rights, you will reproduce and incorporate copyright notices and all other proprietary legends prescribed by us in any permitted copies. You may not remove, obscure or otherwise tamper with or alter any such notices or legends affixed to or otherwise contained in the Software or related Materials or copies. You will also take appropriate action to instruct and obligate your representatives who are permitted access to the Software (including copies) to comply with your obligations to protect the Software.

We are obligated to provide you only with those updates, upgrades or new releases of Software which we make generally available to our other customers who license the same Software. Any corrections, updates, upgrades or new releases that we provide to you must be installed by you promptly or by such later time as we specify, and will be deemed part of the Software upon delivery to you. We will provide support only for the most current version of Software we have provided to you.

You will, at your expense, cause a computer to be installed and kept in good condition and working order at your site for use of the Software. The computer and its components must be equipment which is acceptable as specified by us from time to time.

We may assist you with the installation of Software on your computer and with the training of persons who will use the Software, but we will not bear any responsibility for the proper installation and use of the Software. Except as you and we may agree otherwise, you will be deemed to have accepted the Software upon its installation and upon our having made such training available to you.

You may not (i) sell, assign, transfer, license, sublicense or publish the Software or copies of the Software or (ii) disclose, display or otherwise make available the Software or copies thereof to third parties without our express approval.

You may not copy, or allow anyone else to copy, the Software or related Materials, except that you may make two copies for backup and archival purposes. You may not electronically distribute, or allow anyone else to electronically distribute, Software except from the network server on which it is installed to workstations on that network.

You will provide us notice, in writing or by electronic means approved by us for such purpose, each time you make a permitted copy of Software (except for backup or archival copies) or electronically distribute it to a workstation, indicating the location and date of the copy or distribution. We may audit your site to confirm compliance with this Software License section if you fail to make the reports called for or if we reasonably believe you are using unauthorized copies of Software.

You may not alter, repair, modify or adapt any Software or related Materials, including, but not limited to, translating, reverse engineering, decompiling, disassembling or creating derivative works from it.

You agree to inform our client support unit of all errors, difficulties or other problems with the Software of which you become aware. We will make reasonable efforts to fix or provide workarounds for material reported errors and to provide you with support and consultation concerning the Software. The reasonable effort, support and consultation will be such as we, in our sole discretion, determine. You will cooperate with us in the expeditious resolution of such errors, difficulties or other problems by providing us, on request, a listing of input, output and all other data which we may reasonably request in order to reproduce operating conditions similar to those present when such errors, difficulties or other problems were discovered.

You may move the Software to another computer replacing the one on which the Software was originally installed or to another site, but only after you give us notice, in writing or by electronic means approved by us for such purpose, specifying the new computer and site. We will have reasonable access to Software while it is at your site to provide assistance or to verify the status or location of Software.

A license to Software and related Materials will terminate automatically if you breach a material term of the license or if the Services for which you are using the Software are terminated. In addition, in the event of a breach of your confidentiality obligations with respect to the Software, we may seek any remedy provided by law or equity.

LIMITED WARRANTY/DISCLAIMERS

You acknowledge that the Software has not been produced to meet your specific requirements and has not been tested in every possible combination and operating environment. You are responsible for satisfying yourself that the Software is satisfactory for your purposes.

You further understand and agree that we make no representation concerning the completeness, accuracy, operation or performance of the Software or its compatibility with any hardware. You acknowledge that the operation of the Software may not be uninterrupted or error-free.

We warrant that the Software will substantially conform to the documentation provided with the Software for a period of 60 days after delivery to you provided that: (i) the Software is used by you in strict compliance with the terms of this Booklet and the related Materials, (ii) the Software is not modified in any way by you and (iii) you promptly notify us and reproduce for us any defects, errors or bugs in the Software. We will use reasonable efforts to correct or work around any Software errors reported by you or, at our discretion, but in any event if our efforts are unavailing, we will accept return of the Software and refund any license fees paid by you.

You agree that the foregoing is your sole and exclusive remedy for breach of warranty and our sole obligation in connection with the performance or operation of the Software and related Materials.

Except as specifically stated above and in the Infringement Indemnity subsection below and notwithstanding any other provision in this Booklet or otherwise, we make no representation or warranty, express or implied, written or oral, and, to the full extent permitted by law, disclaim all other warranties including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, regarding the Software, the related Materials and all other property, services or rights covered by this Booklet.

To the extent permitted by applicable law, and except as otherwise provided in this section, we will not be liable for damages of any kind arising out of the use of, or inability to use, the Software or accompanying documentation.

You agree that the United Nations Convention on Contracts for the International Sales of Goods will not apply to our provision to you or your use of any Software.

Neither you nor we limit or exclude our liability to the other for death, personal injury, willful misrepresentation, willful default or fraud.

INFRINGEMENT INDEMNITY

Notwithstanding your indemnity of us in the "Protection From Third Parties" section of this Booklet, we will defend at our own expense or settle any action brought against you to the extent it is based on a claim that your use of the Software and/or Materials provided by us to you pursuant to this Booklet infringes any Berne Convention country copyright or any United States of America or United Kingdom patent, trade secret or trademark of any third party, and we will pay all costs and damages finally awarded in any such action.

Our obligation is subject to (i) prompt notice from you of any such claim or action, (ii) your not having made any admission of liability or agreed to any settlement or compromise, (iii) your providing to us, in a prompt and timely manner, the documents, information and assistance we reasonably request, (iv) our having sole control of defending such claim or action, (v) your having used the current version of the Software and Materials, as provided to you by us, in compliance with the terms of this Booklet and the related Materials and (vi) our obligations under this indemnity being our only obligations to you with respect to any infringement claim in connection with your use of the Software.

EXPORT CONTROLS

You understand and acknowledge that our obligations to provide the Software, technical assistance, any media in which any of the foregoing is contained, training and related technical data (collectively "Data") will be subject in all respects to all applicable laws and regulations as shall from time to time govern the export or diversion of certain products and technology to and from certain countries. You warrant and agree that you will comply in all respects with the export and reexport restrictions applicable to the Data shipped to you and will otherwise comply with all applicable laws and regulations governing export and diversion of the Software and technical data in effect from time to time.

SUPPLEMENTAL IMAGE CD-ROM SOFTWARE LICENSE PROVISIONS

This subsection supplements this Software License section with respect to Software we provide you for the Disbursement Image Service under which we provide you with CD-ROMs and shall control in the event of conflict between it and the balance of the Software License section.

We warrant for a period of 45 days after the CD-ROM creation date appearing on the CD-ROM that such CD-ROM itself will be free of defects in material and workmanship. If we provide you a CD-ROM which contains a media defect or is unreadable in its entirety, you must notify us within the 45-day period.

Our disclaimer of warranties in this Software License section applies to CD-ROMs as well as to the Software and related Materials.

You may not electronically distribute the Image CD-ROM Software to any workstation other than the one for which such Software is originally installed on your site.

Notwithstanding anything to the contrary in the Termination section of this Booklet, if a Disbursement Image Service under which we provide you with CD-ROMs is terminated for a reason other than your breach of this Software License section, you may continue to use the Software for such Service after termination of such Service for six months, or for such longer period as we approve, subject to the terms of this Software License section or such other software license agreement as we, at our election, require you to sign for this purpose. At the end of such six-month or longer period, the license for your use of the Software for such Disbursement Image Service will then terminate automatically.

SUPPLEMENTAL IMAGE (POSITIVE PAY) SOFTWARE LICENSE PROVISIONS
This subsection supplements this Software License section with respect to Software we provide you for the Image Positive Pay Service and shall control in the event of conflict between it and the balance of the Software License section.

You may not electronically distribute the CCR (C Compression Routines) Software for Windows 3.1 provided to you in connection with the Image Positive Pay Service to any workstation other than the one for which such Software is originally installed on your site.

TERMINATION

Either you or we may terminate any or all Services upon 30 (60 in the case of Corporate Card Services) calendar days prior written notice to the other party. Notwithstanding the foregoing sentence, we may terminate any or all Services effective immediately, and we will send you notice of the termination, if any of the following occurs:

- You breach any of the terms and conditions in this Booklet or any other agreement with us;
- You terminate, liquidate or dissolve your business or dispose of a substantial portion of your assets;
- You fail generally to pay your debts as they become due;
- You, voluntarily or involuntarily, become the subject of any bankruptcy, insolvency, reorganization or other similar proceeding;
- You initiate any composition with your creditors;
- You experience a material adverse change in your financial condition or your ability to perform your obligations under the terms and conditions in this Booklet; or
- Any guaranty of your obligations to us terminates, is revoked or its validity is contested by the guarantor, or any of the events set forth in the above five bullet points attributable to you occur to the guarantor.

If a Service you are using is terminated for any reason, you will do the following:

- Immediately stop using any Materials relating to the terminated Service;
- Erase or delete any Software we have provided relating to the terminated Service to the extent it is stored in your computers; and
- At our option, either return to us or destroy all Materials relating to the terminated Service and certify to us that you have done so.

These obligations will continue after a Service you are using has been terminated.

Termination of a Service you use does not affect your payment obligations for services we provide to you before the Service is terminated, and any such termination is in addition to our other rights under applicable law and under the terms of this Booklet. Also, termination of any Service you use does not release you or us from any of our respective obligations which arose or became effective before such termination. Upon termination, all amounts owed by you and outstanding will become immediately due and payable.

GLOSSARY OF TERMS

The following are some important terms that appear in this Booklet.

Acceptable Payee. Your name and any other payee name you provide to us as an acceptable payee for checks to be processed under the Lockbox Service.

Account Agreement. The current signature card, International Account Agreement or SAOTC and the publication(s), as amended from time to time, we provide you containing terms and conditions applicable to each deposit, savings or current account for which you use a Service.

Bill Payment Service Provider. Any entity, which may include us, you authorize to deliver payments, remittance information and other related data from your customers to us for the Electronic Bill Payment Consolidation Service.

Business Day. Each day on which the bank or bank office providing or facilitating a Service is open for business related to that Service.

Card. Each plastic charge card which we issue for your Card Account under our Commercial or Corporate Card Services.

Card Account. Each MasterCard or Visa account which we issue to you or to a Cardholder under our Commercial or Corporate Card Services, including an account for which only an account number and no Card is provided.

Cash Advance. Use of a Card Account to obtain cash from a participating financial institution, merchant or ATM, to write a Convenience Check or to obtain items readily convertible into cash, such as money orders, travelers checks, foreign currency, lottery tickets, casino chips and race-track wagers.

Card Administrator. One or more individuals designated by you in writing, as our primary contact for the Card Accounts, who is authorized to take actions necessary or appropriate to maintain the Card Accounts, including without limitation designating persons to receive Card Accounts, receiving communications from us related to the Card Accounts, requesting the closure of Card Accounts and otherwise communicating with us with respect to the Card Accounts.

Cardholder. Your employee or any other person who you designate in writing and who we approve to receive a Card Account or a Commercially Prepaid Card. If you or a Cardholder makes a Commercial Prepaid Card, a Card Account number or Convenience Check available to another party, that person will also be considered a Cardholder.

Check Issuance Request. Using the Check Issuance Service, a message transmitted from you to us requesting us to issue a check on your behalf drawn on either accounts you maintain with us or accounts designated and owned by us.

Collected and Available Funds. Funds in an account equal to the ledger balance minus float which, in our reasonable determination, are not subject to a hold, dispute or legal process preventing their withdrawal.

Commercial Prepaid Card. A pre-paid magnetic strip-based plastic card issue by us for a Cardholder's purchase of goods or services or for cash withdrawals.

Controlled Disbursement Point. Each bank office designated by us through which checks issued under the Controlled Disbursement Service will be cleared or routed.

Convenience Check. A check which we may provide to you to draw on a Card Account.

Deposit Account. One or more demand deposit accounts maintained by you with us and used in connection with our Controlled Disbursement Service.

Depository Transfer Checks (DTCs). Depository transfer checks and preauthorized checks to debit *Receivers'* accounts to accomplish the same purpose as debit Entries. (*Receiver* is defined in the NACHA Rules.)

Effective Entry Date. The date specified, in accordance with the NACHA Rules, on the Entry by the *Originator* on which the *Originator* intends the Entry to be settled. (*Originator* is defined in the NACHA Rules.)

Electronic Funds Transfer Services. ACH Services, International Electronic Funds Transfer Services and Wire Transfer Services.

Entries. Entries has the meaning provided in the NACHA Rules and also includes any data for Entries and any prenotification.

eUCP. The rules for electronic presentation of documents under the UCP.

Fedwire. The funds transfer system owned and operated by the Federal Reserve Banks of the United States of America, but excludes the system for making automated clearing house transfers.

Fedwire Regulations. Subpart B of Regulation J of the Board of Governors of the Federal Reserve System of the United States of America, as amended from time to time.

FX Transaction. A transaction between you and us, permitted under the Electronic Foreign Exchange Service, for the purchase of one currency in exchange for the sale of another currency (including without limitation any foreign exchange spot, swap or outright forward transaction or option), including any transaction that effects the pre-delivery, extension, rollover or splitting of such a transaction.

FX Request. A request by means permitted under the Electronic Foreign Exchange Service to enter into an FX Transaction.

International Account Agreement. A form of Account Agreement used in some countries.

International Electronic Funds Transfer Services. Electronic payment services for transfers to or from your account outside the United States of America or to or from your account in the United States of America to or from an account in a different country. These services include low-value batch payments made according to multiple requests within a single electronic data file. International Electronic Funds Transfer Services exclude ACH Services within the United States of America and exclude Wire Transfer services.

ISP98. The "International Standby Practices 1998" developed by the Institute of International Banking Law & Practice and endorsed and published by the International Chamber of Commerce or such later revision as may be adopted and be in effect on the date the subject standby letter of credit is issued.

Legal Expenses. Reasonable lawyer's fees, allocated costs of staff counsel (unless prohibited by applicable law), fees and expenses of litigation and any other fees and expenses incurred in enforcing any provision of this Booklet.

Lockbox Address. The post office address we assign to you or we accept from you for the Lockbox Service.

Materials. The Software, user identification codes, passwords, codes, keys, test keys, security devices, embedded algorithms, digital signatures and certificates, other similar devices and information, User Documentation and related documentation we provide to you.

NACHA Rules. The rules of the National Automated Clearing House Association (including any other clearing house rules applicable to automated clearing house transactions), as amended from time to time.

Payment Advice. Using the Client-Printed Drafts Services, an electronic message transmitted by you to us advising us that you have created a draft.

Personal Data. Information we receive from you in connection with the Services consisting of an individual's bank accounts or other financial data or identifying a living individual.

PIN. A personal identification number which a Cardholder may receive when activating a Commercial Prepaid Card.

RCK. A "Re-Presented Check Entry" as defined in the NACHA Rules.

Request. A request by means permitted under the relevant Wire Transfer or International Electronic Funds Transfer Service to transfer funds to or from a specified account or beneficiary (including standing instructions) or to amend or cancel a prior request to transfer funds.

Reversal/Deletion Request. A request for a Reversal or a request to delete a previously delivered Entry.

Reversals. Data for reversing Entries.

SAOTC. Each form of Standard Account Opening Terms and Conditions used in certain countries as an Account Agreement.

Security Procedure. Unless we agree otherwise with you, the applicable security procedure described in the Materials for your data delivery type or Service for verifying the authenticity of Entries, Requests, Reversal/Deletion Requests, Payment Advices, Check Issuance Requests, Stop Payment Requests, FX Requests or Tax Payment Instructions.

Service. With respect to a Bank of America Corporation subsidiary bank, a treasury management service provided in a specific Bank location and covered by this Booklet.

Software. The programs and data files provided by us for use on a computer in connection with one or more particular Services.

Stop Payment Request. A message you send us using the Online Stop Payment Services, the Check Issuance Services or the Client-Printed Drafts Services to request that payment be stopped on a check or draft which, in the case of the Online Stop Payment Services, must be drawn on an eligible account you have with us.

Subsidiary. Any entity in which more than 50% of the ownership interest is owned, directly or indirectly, by you. The term "Subsidiary" does not include affiliates or other entities in which 50% or less of the ownership interest is owned, directly or indirectly, by you.

Supplier. Any private or common carrier communication or transmission facility, any time-sharing supplier or any mail or courier service.

SWIFT. The international electronic message-transfer service known as the Society for Worldwide Interbank Financial Telecommunication.

Tax Payment Instruction. An instruction by means permitted under the relevant Tax Payment Service to pay any taxes using any of the tax forms specified in the applicable User Documentation.

Transaction. The purchase or reservation of goods or services or a cash advance made or facilitated by use of a Stored Value Card, a Commercial Card, Convenience Check or Card Account.

UCC 4A. Article 4A of the Uniform Commercial Code - Funds Transfers, as adopted by the state in the United States of America whose law applies to a Service, as amended from time to time.

UCP. The Uniform Customs and Practices for Documentary Credits, 1993 Revision, ICC Publication No. 500 or such later revision as may be adopted by the International Chamber of Commerce and be in effect on the date the subject letter of credit is issued.

Unauthorized Use. Use of a Card Account, Card or Convenience Card by a person (i) who is not your Cardholder, employee or agent, (ii) who does not have actual, implied or apparent authority to use the Card Account and (iii) whose use does not benefit you directly or indirectly.

Uniform Rules for Collections. The Uniform Rules for Collections, ICC Publication No. 522, or such later revision as may be adopted by the International Chamber of Commerce and be applicable to a collection.

User Documentation. Any written information we provide you, including information in electronic format, as amended from time to time, which contains detailed instructions regarding the use of a Service, as provided by a particular banking center or office. User Documentation may vary from one jurisdiction to another. Current User Documentation is available upon your request.

Exhibit C
Remote Deposit Service Amendment to Treasury Terms and Conditions

Bank of America

Remote Deposit Service Amendment to the Terms and Conditions

This Amendment ("Amendment") is to the Treasury Services Terms and Conditions Booklet or the Cash Management Services Terms and Conditions Booklet executed by you (the "Booklet"). Terms used but not defined in this Amendment will have the meanings given to them in the Booklet. The purpose of this Amendment is to describe the terms and conditions under which we will provide you with the Remote Deposit Service, as described below. Subject to our specific approval, you may use our Remote Deposit Service under the following terms and conditions once you have signed the Authorization and Agreement signature page for the Booklet and this Amendment, and completed any set up forms and testing requirements for the services.

REMOTE DEPOSIT SERVICE

The Remote Deposit Service allows you to create or have created on your behalf an Image, Paper Image or an IRD from an Electronic Image of an original paper checks, as described in the applicable User Documentation.

CLIENT RESPONSIBILITIES

You acknowledge that certain software may be made available to you to assist us in providing you this Remote Deposit Service ("Software"). You understand that you are responsible for capturing and sending fully legible copies of the original paper check or Electronic Image which will be created as a Paper Image or IRD.

Prior to sending us an Electronic Image transmission, you and we must agree on image and transmission standards as more fully described in the applicable User Documentation. It is your responsibility to use check imaging equipment acceptable to us as specified to you from time to time ("Hardware") to be installed at your site in order to use the Remote Deposit Services. The terms and conditions pursuant to which the Hardware is obtained, installed and maintained shall be as agreed between you and the vendor and/or lessor of such Hardware and we assume no responsibility therefore.

You shall pay Bank for the amount of any returned IRDs or returned Images (including rejected IRDs or rejected Images) or any claims for adjustments accepted by Bank, for any IRD or Image which Bank has previously credited to your account. Such amounts shall be charged as returns to your account and are immediately due and payable by you to us. Returned IRDs and returned Images appear on your reports to the extent agreed between you and us. Certain returned IRDs and returned Images shall be redeposited, if you have a separate Reclear Service agreement or arrangement with us. Any IRD created and deposited to your account must comply with all requirements mandated by Check 21.

Except as provided herein, for any IRD created under this Remote Deposit Service, you give the same representations, warranties and indemnities to us that we, as reconverting bank, give under 12 CFR Parts 229.52 and 229.53 of Check 21 regulations or any successor legislation. With respect to any Image forward presented by us after your deposit, in paper check or Image form, in your account, you give the same representations, warranties and indemnities to us that we, as sending bank, give pursuant to the image exchange rules, including any applicable clearing house rules and/or regulations that govern us. With respect to Images sent by you to us under this Service, your warranties include warranties that the Image accurately represents all the information on the front and back of the original check as of the time the original check was truncated, the MICR-line information contains all information needed for a substitute check or draft, and any transmission to us from you complies with the specifications described in the applicable User Documentation. You agree to indemnify us and any receiving parties that suffer losses as a result of receiving the substitute instead of the original, or receiving duplicate items, whether in paper or Image form. You understand you are responsible for capturing and sending fully legible copies of the item which may be created as an IRD or Image. Notwithstanding the foregoing, if Software provided by us operates in a manner which causes you to breach any warranties under Check 21, in spite of your exercise of reasonable care, you shall report such Software issues to us as soon as reasonably practicable, and as more fully described in the applicable User Documentation, and we will not hold you responsible for such breach of warranty.

CLIENT RESPONSIBILITIES (continued...)

Notwithstanding the preceding paragraph, you acknowledge that we will apply and be responsible for (i) the appropriate endorsement of the bank of first deposit, if applicable, as more fully described in the applicable User Documentation for each printed IRD and each Image (for items collected by image exchange); (ii) the appropriate legend of legal equivalency on the front of the printed IRD; and (iii) appropriate language identifying the reconverting bank if we do not clear your electronic image transmission through image exchange.

If you have captured Images from checks, you agree that you will securely store, safeguard and securely destroy items as set forth in the applicable User Documentation.

SECURITY PROCEDURE

You agree to use the Security Procedures, if any, when you make requests or take actions with regard to the Service. The purpose of the Security Procedures is to verify the authenticity of the request or action and not to detect errors in the transmission or content of any Image or IRD. Each time you use a Service, you represent and warrant to us that it has determined that, in view of your requirements, the Security Procedure is a satisfactory method of verifying the authenticity of the relevant requests or actions. You agree that we may act upon any request or action of you, the authenticity of which has been verified through the use of the Security Procedures.

ADDITIONAL TERMINATION PROVISIONS

If the Remote Deposit Service is terminated for any reason, you will immediately return the Software we provided you relating to this Service. Termination of the Remote Deposit Service shall not affect any payment or other obligations that you may have to any vendor, lessor, or other third party with respect to the Hardware.

ADDITIONAL SOFTWARE LICENSE PROVISIONS

You will notify us, in writing, of each location the Software, if applicable, is installed on your or your agent's site. You may move this Software to another site, but only after giving us written notice of the new site location.

SUPPLEMENTAL GLOSSARY

Check 21. The Check Clearing for the 21st Century Act, 12 CFR 229 or any successor legislation. Any IRD created and deposited in your account must comply with all requirements mandated by Check 21.

Electronic Image. An image conforming to the applicable industry standards for Images.

Image. An Electronic Image or Paper Image. With regard to an Image of an original paper check, you agree that the check Image that is deposited with us under the Remote Deposit Service shall be a "check" and/or an "item" (as applicable) for all purposes under this Amendment, any agreement between you and us relating to the collection of checks generally, the Uniform Commercial Code, the Expedited Funds Availability Act, Regulation CC, any other federal or state check law, and federal and clearinghouse rules, to the same extent as that original is a "check" or an "item" as applicable.

IRD. An Image Replacement Document or substitute check, as set form in Check 21, which provides that a properly prepared substitute check that meets the requirements for legal equivalence is the legal equivalent of the original for all purposes.

Paper Image. An Image that is a paper reproduction of the related physical check (the original paper item or substitute check created from an image of the original paper item) created with image technology.

REMOTE DEPOSIT SERVICE AMENDMENT TO THE TERMS AND CONDITIONS			
Date:			
			(CLIENT'S LEGAL NAME)
			City of Las Vegas
			By:
			(Signature)
			(Print Name)
			Mark Vincent
			Chief Financial Officer
			(Print Title)

Exhibit D
Commercial Automated Investment Account

_____ (the "Client") and Bank of America, N.A. ("Bank of America") hereby agree to establish one or more Commercial Automated Investment Accounts (each, an "Investment Account") for the Client upon the following terms:

1. **The Client Agreement.** This Client Agreement for Commercial Automated Investment Account, together with each Investment Selection Form for the investment options selected by the Client (each, an "Investment Option") and each Secondary Investment Addendum completed by the Client, if any, comprise the "Agreement". The Investment Selection Form contains important information about the risks of the investment option selected by Client, as well as additional terms and conditions which relate to such investment option.

2. **Checking Account.** For each checking account which the Client maintains in its name with Bank of America and identifies on an Investment Selection Form (a "Checking Account"), Bank of America will establish in the Client's name a commercial automated investment account ("Investment Account"). For the investment described in a given Investment Selection Form (the "Investment "), the Client may maintain more than one Checking Account. Each Checking Account is governed by the terms and conditions set forth in the Bank of America Deposit Agreement and Disclosures, as amended from time to time.

3. **Investment of Excess Funds.** Beginning a reasonable time after the date Bank of America receives both this Agreement, properly executed by the Client, and a certificate confirming the Client's authority to enter into the Agreement, amounts from each Checking Account will be transferred to and from its specified Investment in accordance with the following procedures:

   (a) At the end of each banking day, upon the completion of the process of posting, Bank of America will determine the amount by which the collected balance in each Checking Account exceeds its respective target collected balance ("Target Balance") established jointly by Bank of America and the Client. The initial Target Balance for each Checking Account is set forth in its respective Investment Selection Form(s). The amount by which the collected balance in the Checking Account at the end of each banking day exceeds the Target Balance for such Checking Account (as adjusted from time to time) is hereinafter called the "Excess Funds Amount". Subject to the terms in subparagraph b for Money Market Fund and Repurchase Agreement Investments, the Excess Funds Amount will be applied to the Investment.

   (b) Money Market Funds and Repurchase Agreements have cut-off times for the placement of purchase and redemption/repurchase orders that are earlier than Bank of America's close of business. In order to provide same-day investment of your excess funds in a Money Market Fund or Repurchase Agreement Investment Option, Bank of America must place, on behalf of all clients investing in a particular Investment Option through their respective investment accounts and on behalf of itself, an aggregate net purchase or redemption order for Money Market Fund shares and/or an aggregate net purchase or repurchase order for securities underlying a Repurchase Agreement before the close of Bank of America's business day. Bank of America then will allocate the individual purchase and redemption/repurchase amounts of each such client as of the close of business, when the final collected Checking Account balances of each client are determined for that business day.

   Accordingly, for the Client and all other clients investing in a Money Market Fund and/or a Repurchase Agreement through an investment account, Bank of America will set a daily cut-off time at which time it will estimate the amount by which, for each banking day, the anticipated collected balance in each Checking Account as of the completion of the process of posting at the end of the banking day (the "Anticipated Collected Balance") will exceed or fall below its respective Target Balance.

   If the Anticipated Collected Balance exceeds the Target Balance, Bank of America will add the amount of the excess to its net purchase (or deduct it from its net redemption or net repurchase, as the case may be) for that banking day. If the Anticipated Collected Balance is less than the Target Balance, Bank of America will deduct the amount of the difference, up to the amount of Client's then current Money Market Fund or Repurchase Agreement balance, as the case may be, from its net purchase (or add it to its net redemption/repurchase) for that banking day. Bank of America, in its sole discretion, will also include in its daily net transaction for each Money Market Fund and for Repurchase Agreements an additional amount which will serve as a reserve against underestimation of the aggregate of Anticipated Collected Balances from all clients investing in such Money Market Fund or Repurchase Agreements through investment accounts (the "Residual Amount"). Individual client purchase and redemption/repurchase amounts are then allocated by Bank of America after the close of each banking day in accordance with the following procedures.

   Following the close of each banking day, Bank of America will determine the amount by which the actual collected balance in a Checking Account is greater or less than its respective Target Balance. The amount by which the business day-end collected Checking Account balance exceeds the Target Balance will be treated as the Client's Money Market Fund or Repurchase Agreement purchase for the respective Checking Account for that day (the "Excess Funds Amount") and will be added to the Client's Investment balance for such Checking Account. If the Client's business day-end collected Checking Account balance is less than its respective Target Balance, the amount of the difference, up to the Client's available Money Market Fund or Repurchase Agreement balance, will be treated as the Client's Money Market Fund redemption or Repurchase Agreement repurchase, as the case may be, for the respective Checking Account for that day and will be subtracted from the Client's Investment balance.

(c) In the event that Bank of America's aggregate purchase of Money Market Fund shares or underlying securities for Repurchase Agreements, including the Residual Amount and net of any redemptions or repurchases, as the case may be, is insufficient to cover the aggregate of the Excess Funds Amounts for all clients investing in such Investment Option on such banking day, the amount of the difference will be proportionately allocated among clients by Bank of America as reductions in the amount of each client's purchase order that banking day. (If the Client has multiple Investments in such Investment Option, such allocation to the Client will then be allocated pro rata among its related Investment Accounts.) Any such deducted amount will not be invested in the Investment Option or earn dividends or interest that banking day. In the event that the respective Residual Amount exceeds the amount necessary to cover all client purchases of Money Market Funds or Repurchase Agreements on any banking day, Bank of America will hold the remainder amount for its own account.

(d) The Client understands and agrees that a Target Balance may be adjusted from time to time with the mutual consent of the Client and Bank of America. Bank of America will notify the Client of any Target Balance adjustment.

(e) If the Client designates two or more Checking Accounts for investment in one or more Investment Options, Bank of America will aggregate each day the Excess Funds Amounts for those Checking Accounts for purposes of determining the tiered net interest/dividend rate which will be paid to the Client on each Investment, even if each Investment is made in a different Investment Option. Such aggregation is for interest/dividend rate calculation purposes only. The Excess Funds Amount of each such Checking Account will still be invested in a separate Investment.

With multiple Checking Accounts being invested, the Client must specify, on an Investment Selection Form for an Investment Option in which one of the Checking Accounts is being invested, a "Master Account" for which Bank will issue a consolidated monthly statement reflecting the aggregate Excess Funds Amounts for all such Checking Accounts. The Client must still complete a separate Investment Selection Form for each Investment Option selected by the Client.

(f) The Client may elect to have the Excess Funds Amount for any given Checking Account split between investments in two different Investment Options. The Client must designate such Checking Account on the Investment Selection Forms for both Investment Options and must complete a Secondary Investment Addendum indicating the primary and secondary Investment Options. In the Form for the primary Investment Option, the designation must indicate that the Excess Funds Amount will first be invested in such Option but only up to a specified maximum amount. The amount of the Excess Funds Amount exceeding each specified maximum will be invested in the designated secondary Investment Option.

Such a split investment will constitute two separate Investments, each with its separate investment confirmation. Investment of the Excess Funds Amount for a given Checking Account may not be split more than two ways and may not, in any event, be split between two or more Money Market Fund Investments.

(g) The Client authorizes Bank of America to purchase and liquidate or redeem an Investment as provided in its respective Investment Selection Form and this Agreement and transfer the proceeds of any whole or partial liquidation or redemption of such Investment to its respective Checking Account.

4. **Yield.** The interest rate (for Repurchase Agreements and Eurodollar deposits) or dividend rate (for Money Market Funds) to be paid to the Client on any Investment will be the opening overnight $5,000,000 rate established each day by Bank (the "Base Rate"), less the Bank remuneration percentage as in effect from time to time.

   The Base Rate will be set by Bank each morning, and will be an approximation of the rate Bank expects to pay on overnight $5,000,000 transactions in the Investment Option purchased that day in local financial markets. In the case of the Repurchase Agreement Investment Option, the interest rate paid to the Client is not that of the underlying security, and any and all interest paid on the underlying securities will accrue to the benefit of Bank and not to the Client. Any gain or loss in the market value of the underlying securities in such case will inure solely to the benefit or detriment of Bank.

5. **Amendment Upon Notice.** Bank of America has the right to amend this Agreement at any time, provided that any such amendment will take effect on the 10th day following the mailing by Bank of America by regular mail to the Client of a notice of the terms of such amendment.

6. **Assignment.** This Agreement may not be pledged, transferred or assigned by the Client, but may be assigned by Bank of America.

7. **Best Efforts to Invest and Liquidate.** Bank of America will have no liability to the Client for lost income or otherwise if Bank of America is unable in its best efforts, to invest the Excess Funds Amount, to liquidate or redeem an Investment pursuant to this Agreement, or because of the unavailability of any Investment or for any other reason. For Money Market Fund and Repurchase Agreement Investments, Bank of America will utilize such methodologies as it may deem necessary or appropriate in its sole discretion from time to time to estimate the amount of Anticipated Collected Balances. However, Bank of America shall have no liability for any under-investment of Client funds resulting from its estimation of Anticipated Collected Balances.

8. **Service Fee.** The Client agrees to pay Bank of America a monthly fee in an amount as set forth in Bank of America's fee schedule as it may change from time to time.

9. **Termination.** Either the Client or Bank of America may terminate this Agreement. Termination by the Client shall be effective two business days after written notice of termination is received by Bank of America. Termination by Bank of America shall be effective

two business days after written notice is hand-delivered or mailed registered or certified mail, or by special courier, postage prepaid, to the Client's address contained at the end of this Agreement.

10. **Authority.** The Client represents and warrants to Bank of America that all necessary corporate or other action required to authorize the Client to enter into this Agreement has been taken, and is evidenced by the certificate attached to this Agreement, that the undersigned individual has full authority to execute this Agreement on behalf of the Client, that the execution and performance of this Agreement does not contravene the Client's charter, bylaws, partnership agreement, or any agreement to which the Client is a party or by which it is bound, and that Client's use of the services under this Agreement and Client's performance of this Agreement are and shall be in full compliance with any and all laws, regulations, judgments, decrees and/or orders applicable to Client. Bank of America represents and warrants to the Client that necessary corporate or other action has been taken to authorize this Agreement, the undersigned individual has full authority to execute this Agreement on Bank of America's behalf, and this Agreement does not contravene its charter or by-laws.

11. Client acknowledges that Client is not relying on any communications (written or oral) by Bank of America or any of Bank of America's officers, employees or agents as investment advice or as a recommendation to enter into an Investment, it being understood that information and explanations related to the terms and conditions of any Investment shall not be considered investment advice or a recommendation to purchase such Investment. No communication (written or oral) received from Bank of America shall be deemed to be an assurance or guarantee as to the expected results of the Investment.

12. **Indemnification and Liability.** If Bank of America refers this Agreement to its attorneys for collection or enforcement, the Client shall pay Bank of America's attorneys' fees and other costs of collection or enforcement. The Client shall indemnify, defend and hold Bank of America harmless from and against any and all claims of any person which might arise or result from, or in any way relate or pertain to, actions taken or not taken by Bank of America pursuant hereto. Bank of America shall not be liable for any failure to perform or delay in the performance of the services provided for under this Agreement due to any causes beyond its control, including, but not limited to, riots, fires, floods, acts of God or public enemies, degradation or interruption of telephone or other communication service, utility power outages or surges, or unusually severe weather conditions. The Client agrees that Bank of America shall not be liable on account of any action, omission or information in connection with any Investment, except for Bank of America's gross negligence or willful misconduct.

13. **Monthly Investment Account Statement.** Bank of America will furnish to the Client monthly statements of each Investment Account. The Client agrees that the form and timing of the periodic statements are acceptable to the Client as confirmation of the Investments. The Client understands that, under applicable law, if the Client retains investment discretion, the Client is entitled to receive, at no extra cost, a written notification at or before completion of each Money Market Fund and Repurchase Agreement Investment transaction which lists Bank of America's remuneration for such transaction or, if Bank uses a registered broker-dealer's confirmation, a copy of such confirmation within one business day from Bank's receipt thereof. The Client agrees to waive this right, although Bank of America will provide to the Client a written notification (not including disclosure of Bank of America's remuneration) at or before completion of each Repurchase Agreement Investment Transaction.

14. **Monthly Master Account Statement**. Bank of America will also generate a monthly consolidated account statement for any Checking Account identified as a Master Account. Client understands that the aggregate Excess Funds Amounts from all the Checking Accounts, together with the account number, account name, and other information appropriate to such a statement will appear on the consolidated statement. However, for consolidated Investments in different Investment Options, such statement will not show a consolidated average investment rate or each separate Investment.

15. **Miscellaneous.** The foregoing terms and conditions of this Agreement constitute the entire understanding of the parties with respect to the subject matter hereof. If an Investment is a Repurchase Agreement, this Agreement will be governed by and interpreted, construed and enforced under the internal laws of New York with respect to such Investment. If an Investment is any type other than a Repurchase Agreement, this Agreement will be governed by and interpreted, construed and enforced under the laws of the State of _____ with respect to such Investment.

Accordingly, the Client and Bank of America have executed this Agreement under seal as of this _____ day of _____, 200__.

CLIENT

City of Las Vegas
(CLIENT'S LEGAL NAME)

Title: ______________________
(Print or Type)

[Signature]

By: ______________________

Name: Mark Vincent, Chief Financial Officer
(Print or Type)

BANK

Bank of America, N.A.
(BANK NAME)

By: ______________________
(Signature)

Name: ______________________
(Print or Type)

Title: ______________________
(Print or Type)

Client's Address
City of Las Vegas
Manager, Purchasing and Contracts
400 Stewart Avenue, First Floor
Las Vegas, Nevada 89191-2986

Bank's Address for Notices:
Bank of America, N.A.

Bank of America

Repurchase Agreement Investment Selection Form

Checking Account Number[1]	Initial Target Balance
______________________	$ ______________________
______________________	$ ______________________
______________________	$ ______________________
______________________	$ ______________________
______________________	$ ______________________

Master Account Number: ______________________

REPURCHASE AGREEMENTS ARE NOT DEPOSITS WITHIN THE MEANING OF THE FEDERAL DEPOSIT INSURANCE ACT (12 U.S.C. 1813(l)), ARE NOT INSURED OR GUARANTEED BY THE U.S. GOVERNMENT, THE FDIC OR ANY OTHER GOVERNMENT AGENCY, AND INVOLVE INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF PRINCIPAL. IF A RECEIVER WERE APPOINTED FOR BANK OF AMERICA, THE CLIENT WOULD HAVE AN OWNERSHIP INTEREST IN THE SECURITIES SOLD TO THE CLIENT THAT ARE DESCRIBED IN THE APPLICABLE TRADE CONFIRMATION OR, IF THE TRANSACTION WERE DEEMED TO BE A LOAN, THE CLIENT WOULD BE A SECURED CREDITOR AND HAVE A PERFECTED INTEREST IN SUCH SECURITIES.

1. This Investment Selection Form contains terms and conditions which relate to the purchase by the Client, under the Client Agreement for Commercial Automated Investment Account dated _____, 200__, of one or more Investments. Each Investment is a Repurchase Agreement. The terms and conditions contained in this Investment Selection Form are part of the Agreement, and capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Agreement.

2. Under a Repurchase Agreement, at the end of processing on each business day, Bank of America will sell to the Client securities that are generally direct obligations of Government Sponsored Enterprises or may be direct obligations and guaranteed by the United States Government or an agency thereof (the "Underlying Securities") in the amount of the Excess Funds Amount. Bank of America has no right of substitution with respect to the Underlying Securities that are sold to the Client.

3. The Client's interest in the Underlying Securities shall be repurchased by Bank of America at the opening of the banking day next succeeding the day the Excess Funds Amount was invested (the "Maturity Date") for an amount equal to the Excess Funds Amount invested therein plus interest at the annual rate described herein on the Excess Funds Amount from the date of investment to the Maturity Date (the "Repurchase Price"). Each Repurchase Price shall be transferred to its respective Checking Account. The obligation to pay the Repurchase Price is an obligation of Bank of America. Bank of America's general banking assets most likely will be used to pay the Repurchase Price, rather than sale of the Underlying Security.

4. The Client hereby appoints Bank of America's Safekeeping Department (or its designee) as the Client's custodian of the Underlying Securities as they pertain to this Agreement. On each day that an Excess Funds Amount is invested pursuant to this Agreement, Bank of America shall maintain records that identify the Client, each Excess Funds Amount invested and the issuer, maturity date, coupon rate, par amount, market value and the CUSIP or pool number (if applicable) of the Underlying Securities. Bank of America shall provide the Client a confirmation for each Underlying Security or portion thereof transferred to the Client. Bank of America expressly intends that the name, "Bank of America, N.A." is printed on confirmations to authenticate them. It is the express intention of the Client and Bank of America that each confirmation sent to the Client pursuant to this Agreement shall constitute a supplement to, and be considered and construed as a part of, this Agreement (whether or not any such confirmation is attached to this Agreement), such that the Agreement and all such confirmations shall constitute one agreement.

5. The interest rate paid to the Client is not that of the Underlying Security. Any and all interest paid on the Underlying Securities will accrue to the benefit of Bank of America and not to the Client. Any gain or loss in the market value of the Underlying Securities will inure solely to the benefit or detriment of Bank of America.

[1] If the Client wishes to list more than five Checking Accounts for investment in a Repurchase Agreement, the Client should attach a supplemental sheet listing the additional Checking Accounts in the same format as above. If the Client lists two or more Checking Accounts on this Form alone or in conjunction with one or more other Investment Selection Forms, the Client must specify here (or on one of the other such Forms) which account will serve as the Master Account for purposes of a consolidated monthly statement. If a Checking Account excess balance is to be split between two Investments, the Client must list such Account on the Investment Selection Form for each Investment and on the Secondary Investment Addendum for such Checking Account.

6. Although Bank of America and the Client intend that the transactions hereunder be sales and purchases of the Underlying Securities and not loans, in the event that any transactions are deemed to be loans, Bank of America shall be deemed to have pledged to the Client as security for the loans, and shall be deemed to have granted the Client a security interest in, the Underlying Securities sold to the Client with respect to all loans hereunder and all proceeds thereof. The Client may become an unsecured creditor of Bank of America to the extent that the market value of such Underlying Security falls below the amount invested. When Bank of America credits each Repurchase Price to the respective Checking Account as set forth in Section 3 above, any security interest of the Client in the Underlying Securities will terminate.

7. If, on the Maturity Date, Bank of America cannot or does not complete the repurchase provided for in Section 3, or if a receiver is appointed for Bank of America, Bank of America will be in default hereunder. Immediately upon default by Bank of America, Bank of America will (1) notify the Federal Reserve Bank where the Underlying Securities are held in book entry form, (2) transfer the Underlying Securities to a custodian, for the custodian to hold for the benefit of the Client (to satisfy Bank of America's obligation to effect the repurchase), and (3) notify the Client of such default. Bank of America's obligation upon default described above will be specifically enforceable by the Client. It is understood that the Client's right to liquidate Underlying Securities or to exercise any other remedies pursuant to this paragraph is a contractual right to liquidate such Underlying Securities as described in 12 U.S.C. Section 1821(e)(8). If a receiver is appointed for Bank of America, the Client could experience costs and delays in liquidating the Underlying Security and may incur a loss if the value of the Underlying Security declines during this period.

8. The terms hereof should be read in conjunction with the certified financial statements of Bank of America Corporation and the most recent call report of Bank of America which are available upon request.

9. All transactions will be in compliance with the applicable requirements of the federal Government Securities Act of 1986, 15 U.S.C. Section 78o-5, and implementing regulations.

These Securities (Repurchase Agreements) are offered for sale pursuant to an exemption from registration under federal and state securities laws. Neither the Securities and Exchange Commission nor any state commissioner has passed in any way upon the merits of, recommended, or given approval to these Securities. Any representation to the contrary is a criminal offense.

Date: ______________________

CITY OF LAS VEGAS
(CLIENT'S LEGAL NAME)

By: ______________________
(Signature)

Name: Mark Vincent
(Print or Type)

Title: Chief Financial Officer
(Print or Type)

Authorization and Agreement Certification

The undersigned certifies that the signature appearing for the Client on the Client Agreement for Commercial Automated Investment Account, dated _____, 200__, between _____ (the "Client") and Bank of America, N.A., is a true signature of a person authorized to execute such Agreement on behalf of the Client, and further certifies that the undersigned has full authority to execute this certification. Bank of America is entitled to rely upon this certification until written notice of its revocation is delivered to Bank of America.

Guidelines for completion: If the Client is a corporation, the chairman, president, chief executive officer, chief financial officer, treasurer, corporate secretary or an assistant corporate secretary who did <u>not</u> sign the Agreement must sign this Certification; if the Client is a partnership, limited liability company or limited liability partnership, one of the general partners or members must sign this Certification; if the Client is a governmental entity, the entity's counsel must sign this Certification. Sole proprietors do not need to complete this Certification.

Date: ____________________

CITY OF LAS VEGAS
(CLIENT'S LEGAL NAME)

By: ______________________________
(Signature)

Name: ______________________________
(Print or Type)

Title: ______________________________
(Print or Type)

Exhibit E
Earnings Credit Rate (ECR) Calculations

Form G – Supporting Calculations

EARNINGS CREDIT RATE

Please provide the Earnings Credit Rate proposed and detail how it is calculated (ex: Fed Funds +/- 20 basis points). Also, please provide the actual 12 month history of the proposed earnings credit rate:

Bank of America will offer two Earnings Credit Rate (ECR) options to the City. The City may elect to change options during the contract, up to a maximum of three times per year. The two options are as follows:

- 91 Day UST Bill – This ECR option is based on the previous month's 91 day US Treasury Bill auction average. It lags by one month and is set at the monthly average of the previous month's weekly UST Bill auctions. Historical rates for this ECR option are shown below.
- ECR Plus – This is an ECR rate that was instituted by Bank of America in the fall of 2008 when the UST Bill based ECR rates fell to near zero percent. It is a managed rate, meaning that it is set by the Bank and is not tied to a market index. This rate may vary at the bank's discretion and is designed to be in line with other bank's managed ECR rates. A history of this rate, since its inception, is shown below.

Month	UST Bill Based ECR	ECR Plus
September, 2008	0.95%	--
October, 2008	0.50%	--
November, 2008	0.50%	--
December, 2009	0.40%	--
January, 2009	0.40%	--
February, 2009	0.40%	--
March, 2009	0.40%	--
April, 2009	0.40%	0.70%*
May, 2009	0.40%	0.70%
June, 2009	0.40%	0.70%
July, 2009	0.35%	0.70%
August, 2009	0.35%	0.70%

* Bank of America instituted ECR Plus on April 15, 2009

BALANCE REQUIRED TO SUPPORT $1.00 OF SERVICES

Please provide calculation:

1/(Earnings Credit Rate x Number of Days in Month/365) comes out to
($1.00/(0.0060 X 30)/365) = $2,027.77

Schedule A
PRICING FOR BANKING SERVICES

Section 4– Pricing
(a) Form C - Pricing for Banking Services
BANK: Bank of America

AFP CODE	BANKING SERVICE	AVERAGE MONTHLY VOLUME	PROPOSER'S MONTHLY	ESTIMATED MONTHLY FEE
	GENERAL ACCOUNT SERVICES			
01 0131	ARP Duplicate Statement	1	$0.000	$0.00
01 0000	Account Maintenance-Chexstor	29	$8.000	$232.00
01 0000	DDA Stmt W/Image Premium-Mthly Base	1	$0.000	$0.00
01 0021	Zero Balance Monthly Base	1	$20.000	$20.00
2 0021	Zero Balance Subsidiary Account	21	$5.000	$105.00
01 0101	Credits Posted	3,053	$0.100	$305.30
01 0101	Cont Disbursement Credit Posted-OH	21	$0.450	$9.45
	LOCKBOX SERVICES			
05 0112	Wholesale Lockbox Rough Sort	3,197	$0.350	$ 1,118.95
05 0412	Wholesale Lockbox Package Overnight Delivery	37	At Cost	
05 0331	Wholesale Lockbox Custom Report	54	N/A	
05 0000	Wholesale Lockbox Check Photocopy	504	$0.050	$ 25.20
05 0000	Wholesale Lockbox Monthly Base AZ	1	$75.000	$ 75.00
05 0003	Wholesale Lockbox Mthly Base Additional Box AZ	1	$75.000	$ 75.00
05 0100	Wholesale Lockbox Remit Processed Basic AZ	3,167	$0.270	$ 855.09
05 0530	Wholesale Lockbox Remit Reject AZ	167	$0.200	$ 33.40
05 0124	Wholesale Lockbox Data Capture AZ	68,889	$0.007	$ 482.22
05 9999	Wholesale Lockbox Custom Processing	5	$1.000	$ 5.00
05 0400	Wholesale Lockbox Transmission Mthly Base	2	$100.000	$ 200.00
05 0000	Wholesale Lockbox Remit Processed Express Mail	17	$3.000	$ 51.00
05 011 R	Wholesale Lockbox Image Storage	15,008	$0.040	$ 600.32
05 011 R	Wholesale Lockbox Image Retrieval	746	$0.040	$ 29.84
05 011 R	Wholesale Lockbox Document Scanned	5,852	$0.040	$ 234.08
05 0401	Retail Lockbox Transmission Item	24,863	$0.020	$ 497.26
05 0000	Retail Lockbox Remit Rough Sort	3,392	$0.350	$ 1,187.20
05 0000	Retail Lockbox Item Proc Overnight Mail	151	$3.000	$ 453.00
05 0000	Retail Lockbox CD ROM Image Mthly Base	4	N/A	
05 0000	Retail Lockbox CD ROM Image	43,463	$0.020	$ 869.26
05 0405	Retail Lockbox CD ROM	12	$5.000	$ 60.00
05 0412	Retail Lockbox Package Express Mail Delivery	60	N/A	
05 0401	Retail Lockbox Transmission Base	2	$100.000	$ 200.00
05 0010	Retail Lockbox Monthly Base AZ	2	$75.000	$ 150.00
05 0401	Retail Lockbox Transmission Base	2	$100.000	$ 200.00
05 0010	Retail Lockbox Monthly Base AZ	2	$75.000	$ 150.00
05 0200	Retail Lockbox Matched Item AZ	15,313	$0.270	$ 4,134.51
05 0201	Retail Lockbox Unmatched AZ	4,641	$0.270	$ 1,253.07
05 0202	Retail Lockbox Multiple Item AZ	3,095	$0.270	$ 835.65
05 0000	Retail Lockbox Check Only AZ	1,814	$0.270	$ 489.78
05 0530	Retail Lockbox Reject Item AZ	962	$0.200	$ 192.40
05 0013	Retail Lockbox Mthly Base Additional Box AZ	3	$75.000	$ 225.00
	DEPOSITORY SERVICES			
100100	Cash Vault Monthly Base	119	$0.300	$35.70
10 0199	Cash Vault Return Dup Deposit Ticket	7	$2.000	$14.00
10 0015	Cash Vault Cash Deposit Night Drop / $1	1,775	$0.060	$106.50
10 0111	Cash Vault Coin Deposit-Partial/Mix Bag	119	$2.000	$238.00
100144	Cash Vault Coin Furnished - Rolled	11	$0.040	$0.44
10 0146	Cash Vault Coin Furnished-Std Box	27	$0.040	$1.08
10 0142	Cash Vault Cash Order-Standing Inst	4	$1.000	$4.00
10 0141	Cash Vault Cash Order-Touchtone	3	$1.000	$3.00
10 0140	Cash Vault Cash Order-Call IN	0	$1.000	$0.00

Section 4– Pricing
(a) Form C - Pricing for Banking Services
BANK: Bank of America

AFP CODE	BANKING SERVICE	AVERAGE MONTHLY VOLUME	PROPOSER'S MONTHLY	ESTIMATED MONTHLY FEE
10 0199	Cash Vault Currency/Coin Deposited	1,847,088	$0.000	$507.95
10 0148	Cash Vault Currency Furnished-Nonstandard	2,310	$0.080	$184.80
100199	Cash Vault Currency Furnished	6,117	$0.050	$305.85
10 0220	Deposited Checks - On Us	316	$0.015	$4.74
10 0221	Deposited Checks - WFB Affiliates	18	$0.025	$0.45
10 0222	Deposited Checks - Local Clearing	121	$0.025	$3.03
10 0225	Deposited Checks – Regional	903	$0.025	$22.58
10 0224	Deposited Checks – Transit	153	$0.025	$3.83
10 0220	Deposited Checks Cash Vault - On Us	2,605	$0.015	$39.08
10 0221	Deposited Checks Cash Vault-WFB Affiliates	827	$0.025	$20.68
10 0223	Deposited Checks Cash Vault – Local	348	$0.025	$8.70
10 0222	Deposited Checks Cash VLT-Local Clearing	1,652	$0.025	$41.30
10 0225	Deposited Checks Cash Vault-Region	6,726	$0.025	$168.15
10 0224	Deposited Checks Cash Vault-Transit	4,789	$0.025	$119.73
10 0220	Deposited Checks Retail Lockbox - On Us	3,748	$0.015	$56.22
10 0221	Deposited Checks Retail Lockbox - WFB Affiliate	0	$0.025	$0.00
10 0222	Deposited Checks Retail Lockbox - Local	0	$0.025	$0.00
10 0222	Deposited Checks Retail Lockbox -Local Clearing	3,910	$0.025	$97.75
10 0225	Deposited Checks Retail Lockbox – Regional	6,834	$0.025	$170.85
10 0224	Deposited Checks Retail Lockbox – Transit	4,342	$0.025	$108.55
10 0220	Deposited Checks Wholesale Lockbox - On Us	376	$0.015	$5.64
10 0221	Deposited Checks Wholesale Lbx -WFB Affiliate	853	$0.025	$21.33
10 0223	Deposited Checks Wholesale Lockbox – Local	427	$0.025	$10.68
10 0222	Deposited Checks Wholesale Lbx-Local Clearing	55	$0.025	$1.38
10 0225	Deposited Checks Wholesale Lockbox – Regional	707	$0.025	$17.68
10 0224	Deposited Checks Wholesale Lockbox – Transit	762	$0.025	$19.05
10 0015	Cash Dep/$1 Ver At Teller Window	29,297	$0.000	$11.72
10 0400	Return Item – Chargeback	102	$1.000	$102.00
10 0400	Return Item Special Instructions	102	$1.000	$102.00
10 0401	Return Item Special Inst Mthly Base	16	$0.000	$0.00
10 0402	Return Item Re-deposited	166	$1.000	$166.00
PAPER DISBURSEMENT SERVICES				
15 0723	Positive Pay Exception - CEO Image	4	$0.000	$0.00
15 0100	ARP Checks Paid - Partial Recon	5	$0.050	$0.25
15 0100	ARP Checks Paid - Full Recon	3,823	$0.050	$191.15
15 0129	Positive Pay Exception Checks Returned	1	$10.000	$10.00
150410	Stop Payment-PC	28	$5.000	$140.00
15 1352	Online Image View < 90 Days - Item	356	$0.020	$7.12
15 1358	Positive Pay Monthly Base – Basic	3	$0.000	$0.00
15 0030	Positive Pay Monthly Base	9	$0.000	$0.00
15 0700	CEO Cont Disbursement Subscription Base	1	N/A	
151353	Image CD Per CD-ROM	5	$5.000	$25.00
15 0700	CEO Cont Disbursement Subscription Base	1	N/A	
150400	CEO Search	433	$1.000	$433.00
151199	DDA Serial Sort Monthly Base	1	N/A	
15 1399	Image CD Per Item	3,880	$0.010	$38.80
15 0000	Controlled Disbursement Acct Maintenance w/Chextor	1	$8.000	$8.00
15 0110	Controlled Disbursement Image Checks Paid	2,498	$0.050	$124.90
PAPER DISBURSEMENT RECON				
20 0200	ARP Register Input CEO – Item	223	$0.040	$8.92
200410	ARPSetUp–Full	11	N/A	

Section 4– Pricing
(a) Form C - Pricing for Banking Services
BANK: Bank of America

AFP CODE	BANKING SERVICE	AVERAGE MONTHLY VOLUME	PROPOSER'S MONTHLY	ESTIMATED MONTHLY FEE
20 0010	ARP Monthly Base – Full	2	$50.000	$100.00
20 0020	ARP Monthly Base – Partial	3	$30.000	$90.00
20 0202	ARP Full Recon - Ndm Item	618	$0.040	$24.72
20 0201	ARP Full Recon - Transmission Item	5,439	$0.040	$217.56
20 0201	ARP Full Recon - Transmission Item	869	$0.040	$34.76
20 0201	ARP Full Recon - Transmission Item	382	$0.040	$15.28
20 0201	ARP Full Recon - Transmission Item	64	$0.040	$2.56
20 0201	ARP Part Positive Pay Issue – Item	3	$5.000	$15.00
20 0301	ARP Output – Transmission	1	$10.000	$10.00
20 0310	ARP Optional Reports	24	$0.000	$0.00
20 0399	Positive Pay Exceptions – Item	4	$1.000	$4.00
20 0305	ARP Statement Monthly Base CEO	3	$15.000	$45.00
20 0310	ARP Partial Reconciliation – Item	4	$0.040	$0.16
	GENERAL ACH SERVICES			
25 0703	ACH CEO Subscription – Account	5	$7.500	$37.50
25 0400	ACH CEO Return Subscription-Account	.4	$7.500	$30.00
25 0703	ACH CEO Subscription – Account	5	$7.500	$37.50
25 0201	Electronic Credits Posted	1,069	$0.050	$53.45
25 0200	Electronic Debits Posted	125	$0.050	$6.25
25 0400	ACH CEO Return Subscription-Account	4	$7.500	$30.00
25 0302	ACH Return Item - Fax Advice	10	$0.500	$5.00
25 0710	ACH Fax Service	17	$0.400	$6.80
25 0642	ACH Reversal – Item	0	$10.000	$0.00
25 0102	Internet ACH One Day Item	680	$0.050	$34.00
250102	Internet ACH Two Day Item	8,525	$0.050	$426.25
25 0000	Internet ACH Base Fee	9	$7.500	$67.50
25 0500	Internet ACH Batch Release	22	$3.000	$66.00
25 1050	ACH Fraud Filter Rev Mthly Base-Fax	1	$10.000	$10.00
25 1050	ACH Fraud Filter Stop Monthly Base-Fax	6	$10.000	$60.00
25 1070	ACH Wells Fargo NOC - Fax Advice	2	$0.400	$0.80
25 1070	ACH NOC - Fax Advice	3	$0.400	$1.20
	EDI PAYMENT SERVICES			
30 0200	Receivables Manager Outgoing Trans	21	N/A	
30 0010	Receivables Manager Monthly Base	1	$100.000	$100.00
30 0099	Receivables Manager Billpay Item	3,359	$0.080	$268.72
30 0099	Receivables Manager Billpay Return / NOC Item	3	$1.500	$4.50
	WIRE & OTHER FUNDS TRANSFER			
35 0402	Wire Detail Rpt Subscription-Acct	3	$0.000	$0.00
35 0402	Wire Detail Rpt Subscription-Acct	1	$10.000	$10.00
35 0300	Wire IN Domestic	32	$3.000	$96.00
35 0411	Wire Mail Confirmation	3	$2.000	$6.00
35 0104	Wire Out Domestic/Draw – Internet	53	$3.000	$159.00
35 0124	Wire Book Transfer – Internet	6	$1.000	$6.00
	INFORMATION SERVICES			
40 1001	Photocopy Customer Service – Item	2	$1.000	$2.00
40 1001	Online Image Request - Fax Delivery	3	$1.000	$3.00
40 0224	CEO Controlled Disbursement Subscription – Item	4,007	$0.020	$80.14
40 0003	CEO Intraday Subscription Monthly Base	1	$40.000	$40.00
40 0000	CEO Previous Day Subscription Account Base	20	$10.000	$200.00
40 0001	CEO Previous Day Subscription Detail Item	9,058	$0.020	$181.16
40 0003	CEO Previous Day Subscription Monthly Base	1	$30.000	$30.00

Section 4– Pricing
(a) Form C - Pricing for Banking Services
BANK: Bank of America

AFP CODE	BANKING SERVICE	AVERAGE MONTHLY VOLUME	PROPOSER'S MONTHLY	ESTIMATED MONTHLY FEE
40 0224	CEO Intraday Subscription – Item	4,597	$0.020	$91.94
40 0800	Electronic Window Extended Storage 30	259	$0.020	$5.18
35 0402	Wire Detail Rpt Subscription-Acct	3	$10.000	$30.00
	SUPPLIES			
	Endorsement Stamps	As requested	At Cost	
	Deposit Slip Books (3 part carbonless)	As requested	At Cost	
	9x12 Tamper-Evident Deposit Bags (100 per box)	31	At Cost	
	15x20 Tamper-Evident Deposit Bags (50 per box)	3	At Cost	
	MISCELLANEOUS			
00 0210	Daily Use Of Uncollected Funds-Acct Level	1,962	Prime + 4%	
00 0230	FDIC Insurance	9,500	At Cost	
60 9999	Deposited Check Canadian	4	$1.000	$4.00
	Coins/Currency (Standard per $100)		$0.050	
	Cashier's Checks/Official Checks		$6.000	
	Deposit Correction-Cash & Non-Cash		$2.000	
	OD/NSF Item Paid/Returned		$25.000	
	Image Retrieval BA Direct		$0.250	
	Direct Account Transfer		$1.000	
	Non-Relationship Customer Check Cashed		$0.000	
	TOTAL PROPOSED			**$21,814.44**

Schedule B
PRICING FOR OTHER SERVICES

ATTACHMENT C – PRICING FOR OTHER SERVICES

BANK: Bank of America, N.A.

1. ***Overnight Sweeps:***

   (a) ***What are the costs associated with the sweep (monthly maintenance, set-up charges, fund expenses, transaction fees, etc)?***

There is a $75.00 monthly maintenance charge for Automated Investment Sweep (AIS). By way of clarification, this was relayed to Colleen Lewis in a February 8th email.

   (b) ***Provide historical rates on the sweep fund(s) for the past 12 months.***

We have attached the historical rates from January 2009 through December 2009 for the Advisor M Columbia Funds and the Repurchase (Repo) Agreement.

2. ***Conversion Plan (if applicable):***

   (a) ***Indicate what direct costs the City would be responsible for in the conversion.***

Please refer to Section3, Attachment 2, Item"4" on page 29 of the proposal.

Response: The Bank has offered the City a $300,000 account analysis credit which can be used to cover the cost of all new banking supplies. We estimated the initial supply costs will be around $20,000 which, if ordered through the Bank, can be covered by the account analysis credit.

If remote deposit services were to be adopted by the City, the following prices for remote deposit scanners would apply:

RDS Scanner TS 230-65	One time per scanner	$	999.000
RDS Scanner TS 4120 (high volume scanner)	One time per scanner	$	2,799.000
Digital CheXpress CX30	One time per scanner	$	500.000

   (b) ***Indicate what conversion costs, if any, would be absorbed by the bank as start up costs.***

There would be no software or setup fees associated with the basic services requested by the City. These costs would be absorbed by the bank.

3. ***Balance Reporting***

   (a) ***How many days of history can be accessed through the system? If applicable, please provide pricing schedule for 1 – 7 days, 8 -14 days, etc.***

Please refer to Section 3, Attachment 2, Item "f" on page 32 of the proposal.

Response: Our standard retention includes 45 days of history online. For an additional fee, up to sixty calendar day storage options are also available fo rprevious day reporting. Reports may be downloaded to an Excel format and saved if a longer retention period is required.

Please refer to Section 4, Pricing, Form C, Information Services - quoting $0.02 per item for Electronic Window Extended Storage 30 Days.

4. ***Provide a description of your bank's policy of handling daylight overdrafts, and in particular from the City of Las Vegas. The City estimates the highest amount of daylight overdrafts to be $25 million.***

Please refer to Section3, Attachment 2, Item "9" on page 36 of proposal.

Response: Daylight overdrafts are a common occurrence with large clients that have significant intra-day funds transfers, usually wires. These situations initiate an internal review before funds are allowed to be released. In cases where this is a regular occurrence, the Bank can explore establishing a daylight overdraft facility to help avoid any funds delays and most of our large Nevada municipal clients have such facilities in place. The facility would typically be applied across all accounts of a relationship, but actual daylight overdrafts are monitored on a per account basis. The bank does not currently charge for daylight overdrafts and has no plans to begin charging for daylight overdrafts.

5. ***Please state the negative collected balance charge that the City will pay and, in detail, explain how this charge is computed. Is the rate quoted in this proposal good for the term of the contract?***

Please refer to Section3, Attachment 1, Item "8" on page 19 of proposal.

Response: Net Positive Collected Usable Balance is based on the Average Net Positive Collected Balance, less 10% legal reserves (if applicable). Currently this 10% reserve level is not applicable so reserves are not deducted. Average Net Positive Collected Balance is based on the daily net of all positive and negative collected balances within the relationship with the daily balance ending in a positive balance. These are totaled and divided by the number of days in the month.

Overdraft fees are not charged on negative collected balances. Any negative collected balances are averaged and offset against the average positive collected balance for the month. If there is a net negative collected balance for the month, there is an interest rate charge based on the Prime Rate.

6. ***Errors and Adjustments***

   (a) ***Describe your adjustment process for resolving deposit discrepancies.***
   (b) ***At what dollar amount do you write off discrepancies?***
   (c) ***Do you adjust the deposit amount or process an adjusting debit or credit?***

Please refer to Section 3, Attachment 2, Item "10" on page 36 of proposal.

Response: The City can view deposit adjustments via CashPro Online or on your monthly paper statement. In addition, our Deposit Correction Notice Fax services are available for cash vault and banking center deposits.

Bank of America will provide the dollar amount of the adjustment, the deposti bag number, the account the deposit was made to and the location number. Demonimational breakdown is availble on cash vault adjustments. If the deposit is off less than $10.00 the bank does not make any adjustments. Any deposit adjustments over $10.00 are processed as a credit or debit correction.

Bank of America

Middle Market Sweep Rates - West Region - Repurchase Agreement

(Monthly Average Rates)

Month	<=$100M	>$100M - <$1MM	>=$1MM - <$5MM	>=$5MM
Jan-09	0.050	0.050	0.050	0.050
Feb-09	0.050	0.050	0.050	0.050
Mar-09	0.050	0.050	0.050	0.050
Apr-09	0.050	0.050	0.050	0.050
May-09	0.050	0.050	0.050	0.050
Jun-09	0.050	0.050	0.050	0.050
Jul-09	0.050	0.050	0.050	0.050
Aug-09	0.050	0.050	0.050	0.050
Sep-09	0.050	0.050	0.050	0.050
Oct-09	0.050	0.050	0.050	0.050
Nov-09	0.050	0.050	0.050	0.050
Dec-09	0.050	0.050	0.050	0.050

Performance data quoted represents past performance and current performance may be lower or higher. Past performance is no guarantee of future results.

The Bank assumes no responsibility for your use of or reliance on the information contained in these rate sheet nor does the Bank assume any responsibility for any inaccuracies that may appear in such information.

The rates listed above are net of all applicable bank fees.

Repurchase Agreements are not deposits, and are not insured or guaranteed by the U.S. Government, the Fed Deposit Insurance Corporation, or any other government agency, and involve investment risk, including possibl loss of principal. Underlying obligations may be direct obligations of, or fully guaranteed by, Government Sponsored Enterprises, the U.S. Government or an agency thereof.

Eurodollar Deposits are not insured or guaranteed by the U.S. Government, the Federal Deposit Insurance Corporation or any other government agency, and involve investment risk, including possible loss of principal.

Fed Funds are not deposits, are not insured or guaranteed by the U.S. Government, the Federal Deposit Insurance Corporation or any other government agency, and involve investment risk, including possible loss of principal.

Interest is paid daily based on a 360 day calendar year.

Friday, February 12, 2010

Bank of America

Middle Market Sweep Rates - West Region Columbia Funds

(Monthly Average Rates)

Adviser M Government Share Class

Date	<$100M	>=$100M - <$1MM	>=$1MM - <$5MM	>=$5MM
Jan 2009	0.010	0.010	0.010	0.010
Feb 2009	0.010	0.010	0.010	0.010
Mar 2009	0.010	0.010	0.010	0.010
Apr 2009	0.010	0.010	0.010	0.010
May 2009	0.010	0.010	0.010	0.010
Jun 2009	0.010	0.010	0.010	0.010
Jul 2009	0.010	0.010	0.010	0.010
Aug 2009	0.010	0.010	0.010	0.010
Sep 2009	0.010	0.010	0.010	0.010
Oct 2009	0.010	0.010	0.010	0.010
Nov 2009	0.010	0.010	0.010	0.010
Dec 2009	0.010	0.010	0.010	0.010

Performance data quoted represents past performance and current performance may be lower or higher. Past performance is no guarantee of future results.

The Bank assumes no responsibility for your use of or reliance on the information contained in these rate sheets, nor does the Bank assume any responsibility for any inaccuracies that may appear in such information.

Please consider the objectives, risks, charges and expenses of Columbia money market funds carefully before investing. Contact your Treasury Management Sales Officer for a prospectus, which contains this and other important information about the fund. You should read it carefully before investing.

The rates listed above are net of all applicable bank fees.

An investment in **Money Market funds** is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although money market funds seek to preserve the value of your investment at $1.00 per share, it is possible to lose money by investing in money market funds.

Dividends are accrued daily and paid monthly (on the first banking day of the next month) based on a 365 day calendar year.

Columbia Management is the primary investment management division of Bank of America Corporation. Columbia Management entities furnish investment management services and advise institutional and mutual fund portfolios. Columbia Funds are distributed by **Columbia Management Distributors, Inc.**member NASD, SIPC. Columbia Management Distributors, Inc. is part of Columbia Management and an affiliate of Bank of America Corporation.

Friday, February 12, 2010