

MASTER AGREEMENT

THE MASTER AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **JPMORGAN CHASE BANK, N.A.**, a national banking association organized and existing under the laws of the United States and as such legally permitted to do business in the State of Colorado with offices located at 1125 17th Street, Third Floor, Denver, Colorado 80202 (the “Bank”; this agreement, inclusive of the attached exhibits, the “Master Agreement”).

RECITALS

A. The City wishes to procure commercial banking services for the use and benefit of the City’s agencies, including but not limited to Denver International Airport, the Department of Motor Vehicles, and the Treasury Division, from the Bank.

B. The Bank is ready, willing, and able to provide these services as set forth below.

NOW, THEREFORE, the parties agree as follows:

1. COORDINATION AND LIAISON: The Bank shall fully coordinate all services under the Master Agreement with the Manager of Finance, (“Manager”) or, if and as directed, with the Manager’s designated supervisory persons, (collectively “Administrators.”) The Bank shall submit invoices, correspondence, pay requests, and submittals to the Administrators.

2. SERVICES TO BE PERFORMED:

a. As the Manager generally directs, the Bank shall diligently undertake, perform, and complete all of the services set forth on attached **Exhibit A** (the “Scope of Work” or “Services”), to the City’s satisfaction.

b. The Bank shall perform the services in accordance with commercially reasonable standards of care, skill, training, diligence, and judgment and in accordance with the terms of the Master Agreement.

3. TERM:

a. Initial Term. The Master Agreement will commence on January 1, 2014 and will expire on December 31, 2014 (the “Initial Term.”)

b. Renewal Terms. The City shall automatically renew the Initial Term for up to three (3) additional one-year terms (each an “Annual Renewal Term”) by appropriation of sufficient amounts for the subsequent year by City Council. The first Annual Renewal Term shall be from January 1, 2015 to December 31, 2015; the second Annual Renewal Term shall be

from January 1, 2016 to December 31, 2016; and the third Annual Renewal Term shall be from January 1, 2017 to December 31, 2017.

c. Optional Renewal Terms. The City shall have the unilateral option to renew the Master Agreement after the expiration of the final Annual Renewal Term for up to two (2) additional one-year terms (each an “Optional Annual Renewal”) upon notice from the Manager confirming Annual Renewal and confirming the exercise of each such Optional Annual Renewal and appropriation of sufficient amounts for the subsequent year has been made by City Council, subject to subparagraph 3(e) below. The first Optional Annual Renewal Term shall be from January 1, 2018 to December 31, 2018; and the second Optional Annual Renewal Term shall be from January 1, 2019 to December 31, 2019 and, after December 31, 2019, if this Master Agreement has not been terminated by December 31, 2019, then this Master Agreement shall be continued on a month to month basis thereafter for up to, but not to exceed, 12 months (each a “Monthly Renewal Term”). Each Annual Renewal Term, Optional Annual Renewal Term, or Monthly Renewal Term shall be referred to herein as a “Renewal Term”.

d. Renewal Procedures; Non-Renewal. Payments authorized pursuant to the Maximum Contract Amount (defined below) shall be payable only if funds are appropriated by the City Council and for which an encumbrance has been made in each year for the ensuing fiscal year. The option of the City to renew the Initial Term, or any subsequent Renewal Term shall have been deemed to have been exercised upon the City making sufficient appropriation and encumbrance for the next fiscal year. In the event the City Council fails to make a sufficient appropriation or the City fails to encumber for any subsequent Annual Renewal Term, the Manager shall notify the Bank of such failure to fund the Master Agreement. The option of the City to renew for an Optional Annual Renewal Term shall be exercised upon notice from the Manager and the City making such appropriation and encumbrance for the next fiscal year. If such sufficient appropriation and encumbrance is not made for a future fiscal year, during which such Renewal Term occurs, then, the City shall be deemed to have failed to exercise its option to renew this Master Agreement for a subsequent Renewal Term, whereupon this Master Agreement will expire and terminate on the expiration date of the then current Initial Term or Renewal Term. It is expressly understood and agreed that if the City exercises its option to renew this Master Agreement for a Renewal Term, the City’s obligation to make payments to the Bank shall only extend to monies appropriated and encumbered for the purposes and amounts

covered by this Master Agreement. It is further understood and agreed that the Bank is not obligated to provide services if the City is past due in payment by more than ninety (90) days.

e. The Manager shall, upon request, provide the Bank with documentation that reasonably evidences the amount appropriated and encumbered for payment of the Services for each ensuing Renewal Term. If the Bank determines that the appropriated amount is not sufficient to pay for the Service anticipated based on actual or estimated transaction volumes consistent with the rates on **Exhibit B**, the Bank may request the Manager to seek additional appropriation. In the event the Manager fails to timely seek additional appropriation, the Bank may terminate this Master Agreement effective as of the end of the current Initial Term or Renewal Term, as the case may be.

4. COMPENSATION AND PAYMENT:

a. **Fee:** The Bank's compensation for its services rendered and costs incurred under the Master Agreement shall be obtained through a combination of compensating balances' earnings credit and approved (annual) invoices; however, the Bank's sole compensation for its services rendered and costs incurred under the Master Agreement from the City, if all Renewal Terms (including Monthly Renewal Terms) are effected shall not exceed Twelve Million Dollars (\$12,000,000.00) and fee amounts billed may not exceed the rates set forth in **Exhibit B**.

b. **Reimbursement Expenses:** All of the Bank's expenses, inclusive of the premium assessment fee are included in the Maximum Contract Amount to be paid by the City and are specified in the rates or otherwise described in **Exhibit B**. Further, the City agrees that it shall allow the Bank to reverse credit, or reimburse the Bank, for returned or dishonored items that had previously been credited to the City's accounts, and, so long as the total of all fees and costs do not exceed the Maximum Contract Amount, the City agrees that it shall reimburse the Bank for all overdraft fees, service fees, and out of pocket expenses as may be determined by Automated Clearing House rules or Uniform Commercial Code or other applicable regulations, in each case, incurred by the Bank, including but not limited to, fees, imposed by applicable law, or rules of clearinghouse networks, funds transfer systems, and the like where such fees are incurred in each case as a direct result of: (i) the City's breach of any representations in the Master Agreement or imposed upon the City as a result of its depositing, originating, or negotiating any item or entry, either under the Bank's account terms, rules of applicable funds transfer systems, Federal Reserve Operating Circulars, the Uniform Commercial Code,

clearinghouse rules, or the Check 21 Act and implementing regulations; (ii) the City's breach of any of the Originator responsibilities under applicable NACHA rules, or (iii) compliance by the Bank and any receiving depository financial institution with any request the City makes for a cancellation, stop payment, reversal or recall of any item or entry. For purposes of the Master Agreement, any "warranties" that would otherwise be imposed upon or imputed to the City under the rules, terms, regulations, Federal Reserve Operating Circulars, and laws referenced in clause (ii), as a result of the City's depositing, originating, or negotiating an item or entry, shall be deemed to be "representations" of the City under the Master Agreement, irrespective of whether the same are expressly stated by the City.

c. **Invoicing**: The Bank shall provide the City with an annual invoice in a format and with a level of detail reasonably acceptable to the City which may be in the form of an account analysis statement.

d. **Maximum Contract Amount**:

(1) Notwithstanding any other provision of the Master Agreement, the City's maximum payment obligation if all Renewal Terms (including all Monthly Renewal Terms) are effected shall not exceed Twelve Million Dollars (\$12,000,000.00) (the "Maximum Contract Amount"). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by the Bank beyond that specifically described in **Exhibit A**. Any services performed beyond those set forth therein are performed at the Bank's risk and without authorization under the Master Agreement. This limitation is not intended to and shall not impact amounts due under any separate agreements with the Bank.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Master Agreement. The City does not by the Master Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Master Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the City's Revised Municipal Code or specified in subparagraph 4(b).

5. **STATUS OF BANK**: The Bank is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Bank nor any of its

employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever as a result of the Master Agreement or the services performed hereunder. Nothing contained in this Master Agreement shall be construed to create any association for brokerage, agency, joint venture, partnership or employment relationship between the Bank and City.

6. TERMINATION:

a. The City has the right to terminate the Master Agreement with cause upon written notice to the Bank effective immediately, and without cause upon twenty (20) days prior written notice to the Bank. In addition to its termination rights in Paragraph 3hereof, the Bank has the right to terminate the Master Agreement with or without cause upon ninety (90) days prior written notice to the City.

b. Notwithstanding the preceding paragraph, the Bank shall have the right to terminate or suspend account services as more fully described in Exhibit A for the specific causes and under the specified processes set forth therein.

c. Notwithstanding sub-paragraph 6(a), the City may terminate the Master Agreement if the Bank or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Bank's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice. The Bank affirmatively discloses that it has entered into several consent orders with its banking regulators and has also entered into a deferred prosecution agreement, the latter dated as of January 7, 2014. Details of these consent orders and the deferred prosecution agreement are publicly available through the Bank's SEC filings. The City agrees that the previously occurring conduct and activities that formed the basis for the matters disclosed in the Bank's SEC filings on or prior to the execution of the Master Agreement, shall not trigger the City's termination rights under this Master Agreement.

d. Upon termination of the Master Agreement, with or without cause, the Bank shall have no claim against the City by reason of, or arising out of, incidental or relating to

termination, except for compensation for work duly requested and satisfactorily performed as described in the Master Agreement.

e. If the Master Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns, if any, that are in the Bank's possession, custody, or control by whatever method the City deems expedient. The Bank shall deliver or otherwise make available to the City all City Materials, as more particularly described in Paragraph 31 hereof . These City Materials are the property of the City. The Bank shall mark all copies of City Materials, if any, that are incomplete at the time of termination "DRAFT-INCOMPLETE". Notwithstanding the foregoing, the City recognizes and agrees that the Bank shall be entitled to retain copies of account data and other financial records or data generated or maintained by the Bank incident to its performance of the Services, as may be required under applicable banking regulations or other applicable law, or otherwise in accordance with the Bank's record retention policies.

7. EXAMINATION OF RECORDS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any directly pertinent books, documents, papers and records of the Bank, directly related to transactions performed under the Master Agreement until the latter of three (3) years after the final payment under the Master Agreement or expiration of the applicable statute of limitations, but in no event beyond seven (7) years from the date of the relevant transaction. Notwithstanding the foregoing or anything to the contrary in the Master Agreement, the City shall not be entitled to access any examination reports or filings made by or to the Bank's regulators or other applicable supervisory authorities or any other data or information that the Bank is precluded by regulation or other applicable law from disclosing to third parties.

8. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Bank. No payment, other action, or inaction by either party when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, by either party to any breach of any term of the Master Agreement constitutes a waiver of any other breach.

9. INSURANCE:

a. General Conditions: The Bank agrees to secure, at or before the time of execution of this Master Agreement, the following insurance covering all operations, goods or services provided pursuant to this Master Agreement. The Bank shall keep the required insurance coverage in force at all times during the term of the Master Agreement, or any extension thereof. The required insurance shall be underwritten by an insurer rated by A.M. Best Company as “A-”VIII or better. Commercial General Liability, Auto Liability, and Excess Liability/Umbrella policies shall contain a valid provision or endorsement stating “Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall endeavor to send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal.” The Bank shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Master Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Bank. The Bank shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Master Agreement.

b. Proof of Insurance: The Bank shall provide a copy of this Master Agreement to its insurance agent or broker. The Bank may not commence services or work relating to the Master Agreement prior to placement of coverage or evidence of self insurance acceptable to the Denver Risk Management. The Bank certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Master Agreement. In lieu of an ACORD certificate, the Bank may provide web-based Memorandum of Insurance a copy of which will be attached as **Exhibit C**. The City requests that the City’s contract number be referenced on the Certificate. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Master Agreement shall not act as a waiver of the Bank’s breach of this Master Agreement or of any of the City’s rights or remedies under the Master Agreement.

c. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella, the Bank insurer(s) shall name the City and County of Denver, its elected and appointed officials, and employees as additional insured as their interests may appear

relative to claims which arise from acts or omissions in connection with performance of this Master Agreement.

d. Waiver of Subrogation: For all coverages except for Financial Institution Bond and Professional Liability, the Bank's insurer shall waive subrogation rights against the City.

e. Subcontractors and Sub-consultants: All subcontractors and sub-consultants (including independent contractors, suppliers or other entities providing goods or services required by this Master Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Bank. The Bank shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and sub-consultants maintain the required coverages. The Bank agrees to provide proof of insurance for all such subcontractors and sub-consultants upon request by the City.

f. Workers' Compensation/Employer's Liability Insurance: The Bank shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. The Bank expressly represents to the City, as a material representation upon which the City is relying in entering into this Master Agreement, that none of the Bank's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Master Agreement, and that any such rejections previously effected, have been revoked as of the date the Bank executes this Master Agreement.

g. General Liability: The Bank shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate..

h. Professional Liability: The Bank shall maintain coverage or self insure to limits of \$1,000,000 for each claim, and \$1,000,000 aggregate limit for all claims.

i. Financial Institution Bond: The Bank shall maintain \$1,000,000 in commercial crime insurance or Financial Institution Bond coverage.

j. Additional Provisions:

(1) For Commercial General Liability, the policies must provide the following:

- (i) That this Master Agreement is an Insured Contract under the policy;
- (ii) Defense costs in excess of policy limits;
- (iii) A severability of interests, separation of insureds or cross liability provision; and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage, the effective date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(3) The Bank shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At the Bank's own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Bank will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

10. DEFENSE AND INDEMNIFICATION:

(a) Subject to subparagraph 10(e) hereof, the Bank hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the acts or failures to act by the Bank or the Bank's subcontractors in the course of performance of the Services under this Master Agreement ("Claims"), unless such action or failure to act is: (i) consistent with commercially reasonable standards; and (ii) expressly permitted or required in accordance with the terms of the Master Agreement, pursuant to and in compliance with the express instructions of the City, and/or pursuant to instructions received by the Bank under security procedures agreed upon between the City and the Bank. Nothing in the foregoing paragraph is intended to nor shall it lessen any duty of the parties nor lessen rights the parties may have under the law, including but not limited to the Uniform Commercial Code or applicable banking regulations, except to the extent that such laws permit the parties to vary such duties and rights by agreement and the same have been so varied by the terms of this Agreement.

(b) The Bank's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether claimant has filed suit on the Claim. The Bank's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

(c) The Bank will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

(d) Insurance coverage requirements specified in this Master Agreement shall in no way lessen or limit the liability of the Bank under the terms of this indemnification obligation. The Bank shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

(e) To the extent permitted by Colorado law, indemnification under this Paragraph shall not require the Bank to be liable for any indirect, incidental, consequential, exemplary, punitive or special damages, including lost profits, regardless of the form of the action or theory of recovery, even if advised of the possibility of these damages.

(f) This defense and indemnification obligation shall survive the expiration or termination of this Master Agreement.

11. COLORADO GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations per person and per occurrence and all other rights, immunities and protections as provided by the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, et seq. The City cannot, and by this Master Agreement does not agree to indemnify, hold harmless, exonerate, or assume the defense of the Bank, its employees, officers, agents, or affiliates or any other person or entity whatsoever, for any purpose whatsoever regardless of any provisions to the contrary that may be contained in this Master Agreement. Moreover, the City, as a public fiduciary supported by tax monies, in execution of its public trust, cannot and does not agree to waive any lawful or legitimate right to recover monies lawfully due it. Any such statement to the contrary that may

be contained in this Master Agreement, including any incorporated document shall be considered null and void. The Bank agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City may have to recover actual lawful damages in any court of law under Colorado or other applicable law.

12. TAXES, CHARGES AND PENALTIES: Other than amounts specified to be charged under the terms of subparagraph 4(b) of the Master Agreement, the City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Bank shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Master Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

13. ASSIGNMENT; SUBCONTRACTING: The Bank shall not voluntarily or involuntarily assign any of its rights or obligations under the Master Agreement or subcontract performance obligations without obtaining the Manager's prior written consent, provided, however, the Bank may, without the consent of the City, assign any or all of its rights and obligations under this Master Agreement to its parent, any subsidiary (of the Bank or its parent), or any affiliate (of the Bank or its parent) or to any other party pursuant to a merger, acquisition, consolidation, or reorganization. Any attempt by the Bank to otherwise assign its rights or obligations or subcontract performance obligations without the Manager's prior written consent will be void and, at the Manager's option, automatically terminates the Master Agreement. The Manager has sole and absolute discretion whether to consent to any assignment of rights or obligations and subcontracting of performance obligations under the Master Agreement. In the event of any subcontracting or unauthorized assignment: (i) the Bank shall remain responsible to the City; and (ii) it shall not create a contractual relationship between the City and sub-consultant or subcontractor or assignee. For purposes of this Master Agreement, the terms "sub-consultant" and "subcontractor" shall refer to a third party, if any, engaged by the Bank to specifically aid in the performance of its obligations under this Master Agreement, excluding any third party engaged by the Bank, from time to time, in the performance of certain operational, technological, incidental, or back office functions that assist the Bank in its performance of services, on a common basis, for all or most of its customers utilizing such services.

14. INUREMENT: The rights and obligations of the parties to the Master Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to or otherwise permitted in accordance with the terms of the Master Agreement.

15. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of the Master Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Master Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Bank receiving services or benefits pursuant to the Master Agreement is an incidental beneficiary only.

16. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Bank lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the D.R.M.C.

17. SEVERABILITY: Except for the provisions of the Master Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Master Agreement or any portion thereof to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

18. FORCE MAJEURE CLAUSE: The parties hereto shall not be responsible for any failure or delay in the performance of any obligations hereunder proximately caused by acts of God, flood, fire, catastrophe, computer or telecommunications failure, declared war, or terrorism or other similar causes of an extreme nature not caused by or within the control of either party.

19. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Master Agreement; and the Bank shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Bank shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Master Agreement. The Bank represents that it has disclosed any and all current or potential conflicts of interest, including transactions, activities or conduct that would affect the judgment, actions or work of the Bank by placing the Bank's own interests,

or the interests of any party with whom the Bank has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Master Agreement in the event it determines a conflict exists, after it has given the Bank written notice describing the conflict.

c. The City acknowledges that the Bank has banking and other business relationships in the normal course of business with various persons or entities, and is a wholly owned subsidiary of a publicly traded company that may include shareholders that are employees or relatives of employees of the City, which, in turn, may indirectly benefit from revenues received through the Bank's performance under this Master Agreement. The J.P. Morgan Code of Conduct prohibits any employee in general from acting on behalf of the Bank in any transaction or business relationship involving such employee, members of his/her family, or other persons or organizations with which such employee or family members are affiliated. The Bank's representations contained in this section are based upon the knowledge of the Bank's signatory to the Master Agreement, based upon due inquiry or employees or agents of the Bank that such signatory deems appropriate under the circumstances and is subject to the foregoing disclosure relative to "conflicts of interest."

20. NOTICES: Notices concerning termination of the Master Agreement, alleged or actual violations of the terms of the Master Agreement, and matters of similar importance must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to the Bank at:

JPMorgan Chase Bank
1125 Seventeenth St.
Denver, CO 80202
Attn: David Jackman
Telephone: 303.244.3143

and if to the City at:

Manager of Finance
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202
Attn: Alyssa White, Cash Risk and Capital Funding Division

With a copy of any such notice to:

Attn: Municipal Operations Section
Denver City Attorney's Office
201 West Colfax Avenue, Department 1207
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery; notices sent by certified mail are effective upon receipt; and notices sent by mail are effective upon deposit with the US Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered; however, these substitutions will not become effective until actual receipt of written notification. All Account Statements and notices may be sent to the City by ordinary mail, courier, facsimile transmission, electronic transmission (including but not limited to SWIFT communication), through internet sites, or by such other means as the City and the Bank agree upon from time to time, at the address of the City on the books and records of the Bank. Unless otherwise arranged, all notices to the Bank must be sent to the Bank officer or service representative managing the Account, and must be sent by ordinary mail, by courier, by facsimile transmission, by electronic transmission or by such other means as the City and the Bank agree upon from time to time. The Bank shall have a reasonable time to act on any notices received. Communications with the Bank concerning disputed billings shall be made by mail to the Bank's above address or telephone number.

21. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE MASTER AGREEMENT.

a. This Master Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

b. The Bank certifies that:

(1) At the time of its execution of this Master Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Master Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Master Agreement.

c. The Bank also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Master Agreement.

(2) It shall not enter into a contract with a sub-consultant or subcontractor that fails to certify to the Bank that it shall not knowingly employ or contract with an illegal alien to perform work under the Master Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Master Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Master Agreement, and that otherwise requires the Bank to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a sub-consultant or subcontractor performing work under the Master Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-consultant or subcontractor and the City within three (3) days. The Bank will also then terminate such sub-consultant or subcontractor if within three (3) days after such notice the sub-consultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the sub-consultant or subcontractor provides information to establish that the sub-consultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Bank is liable for any violations as provided in the Certification Ordinance. If the Bank violates any provision of this section or the Certification Ordinance, the City may terminate this Master Agreement for a breach of the Master Agreement. If the Master Agreement is so terminated, the Bank shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Bank from submitting bids or proposals for future contracts with the City.

22. DISPUTES: All disputes between the City and the Bank regarding the Master Agreement will be submitted for review by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b), *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the Manager. Such determination shall be subject to judicial review as provided in D.R.M.C. § 56-106(f).

23. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Master Agreement, the Bank may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Bank shall insert the foregoing provision in all subcontracts hereunder.

24. GOVERNING LAW; VENUE: The Master Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted or promulgated pursuant to the Charter and Code. The Charter, Revised Municipal Code and Executive Orders of the City and County of Denver are expressly incorporated into the Master Agreement. Venue for any legal action relating to the Master Agreement will be in the District Court of the State of Colorado Second Judicial District or, if the jurisdictional prerequisites are met in the U.S. District Court for the District of Colorado.

25. COMPLIANCE WITH ALL LAWS: In performing the Services under this Master Agreement, the Bank shall comply with all applicable laws, rules, and regulations, including, but not limited to, the Colorado Workers' Compensation Act, the "Public Deposit Protection Act" (C.R.S., Section 11-10.5-101, et seq., as amended) and all federal banking and tax laws to the extent they apply to the Bank's performance under the Master Agreement("Relevant Laws"). All certifications made in the Recitals to this Master Agreement are incorporated herein. In addition, the Bank shall, upon request by the City, within a reasonable time provide written verification of the Bank's compliance with Relevant Laws, except to the extent otherwise disclosed in the Bank's 10-K, 10-Q, or 8-K filings with the U.S. Securities Exchange Commission. Because the Bank will be acting as an independent contractor, other than actions taken by the Bank upon the explicit direction of the City, the City assumes no responsibility for the Bank's acts or failure to act.

The City recognizes that the Bank complies with the USA Patriot Act and laws administered by OFAC (The Office of Foreign Assets Control). These laws mandate that the Bank verify certain information about customers. The Bank reserves the right, at any time, to request information that may assist the Bank in compliance with these laws. City agrees to

provide such information as requested by the Bank, including, without limitation, information about Account Holders, to the extent permitted or required by law.

26. LEGAL AUTHORITY: The Bank represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Master Agreement. Each person signing and executing the Master Agreement on behalf of the Bank represents and warrants that he has been fully authorized by the Bank to execute the Master Agreement on behalf of the Bank and to validly and legally bind the Bank to all the terms, performances and provisions of the Master Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Master Agreement if there is a dispute as to the legal authority of either the Bank or the person signing the Master Agreement on behalf of the Bank to enter into the Master Agreement.

27. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review the Master Agreement, and the Master Agreement will not be construed against any party merely because the Master Agreement or any provisions thereof were prepared by a particular party.

28. GENERAL CONSTRUCTION:

a. The words “party” and “parties” refer only to a named party to the Master Agreement.

b. Except in paragraph 3, the word “term” is to be read as if followed by the phrase “, conditions, and covenants”.

c. The words “include,” “includes,” and “including” are to be read as if they were followed by the phrase “without limitation” unless specifically qualified by words of limitation.

d. The captions and headings set forth in the Master Agreement are for convenience of reference only and shall not be construed so as to define or limit its terms.

e. Unless otherwise specified, any general or specific reference to statutes, laws, regulations, charter or code provisions, ordinances, or executive orders, including memoranda thereto, means statutes, laws, regulations, charter or code provisions, ordinances, and executive orders, including memoranda thereto, as amended or supplemented from time to time and any corresponding provisions of successor statutes, laws, regulations, charter or code provisions, ordinances, or executive orders, including memoranda thereto.

29. ORDER OF PRECEDENCE: In the event of any conflicts between the language of Paragraphs 1 through 36 hereof and the exhibits, the language of Paragraphs 1 through 36 hereof controls. In the event of any conflicts between the language of the exhibits, the order of precedence of control among those exhibits, from the controlling exhibit, shall be C, B, and A. Further, to the extent other certain collateral documents are referenced in the exhibits, those documents are supplemental only and this Master Agreement controls to the extent of any conflict between the language of the Master Agreement and the collateral documents. The Bank expressly acknowledges and agrees with respect to the collateral documents that the City is legally able to pay only such sums as have been appropriated by City Council as set forth in Paragraph 4 of the Master Agreement, that the City shall not under any circumstances indemnify the Bank, and that the City has not waived any right afforded to it.

30. CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. City Information: The Bank acknowledges and accepts that, in performance of all work under the terms of this Master Agreement, the Bank may have access to Proprietary Data or confidential information that may be owned or controlled by the City or the City's vendors, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. The Bank agrees that all Proprietary Data or confidential information provided or otherwise disclosed by the City to the Bank shall be held in confidence and used only in the performance of its obligations under this Master Agreement. The Bank shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent bank would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential" that are not otherwise in the public domain (except as a result of a breach of confidentiality), or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to the Bank by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

B. Use of Proprietary Data or Confidential Information:

(i) Except as expressly provided by the terms of this Master Agreement, the Bank agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the Proprietary Data or confidential information or any part thereof to

any other person, party or entity in any form of media for any purpose other than performing its obligations under this Master Agreement. The Bank further acknowledges that by providing this Proprietary Data of confidential information, the City is not granting to the Bank any right or license to use such data except as provided in this Master Agreement. The Bank further agrees not to disclose or distribute to any other party, in whole or in part, the Proprietary Data or confidential information without written authorization from the Manager.

(ii) The Bank agrees, with respect to the Proprietary Data and confidential information, that: (1) the Bank shall not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the Manager; (2) the Bank shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (3) the Bank shall, upon the expiration or earlier termination of the Master Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

C. Employees and Sub-contractors: The Bank has implemented a stringent code of conduct ("Code of Conduct") that requires its employees and officers, including those that perform services under this Master Agreement, to maintain customer data, including, without limitation, Proprietary Data, in the strictest confidence during the Term of this Master Agreement. All confidentiality requirements and obligations of the Bank under this Master Agreement shall survive the expiration or earlier termination of this Master Agreement. The Bank shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Master Agreement.

D. Disclaimer: Notwithstanding any other provision of this Master Agreement, the City is furnishing Proprietary Data and confidential information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. The Bank is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Except as set forth in Paragraphs 4 and 25 the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of

any substitute program, claims by third parties unrelated to the City, or for similar costs. If discrepancies are found, the Bank agrees to contact the City immediately.

E. Bank's Information: The City shall endeavor, to the extent provided by law, to treat as confidential the Bank application programs or any trade secrets, processes, proprietary data, and information or documentation, which has been specifically marked or otherwise delineated as "confidential" (collectively "Bank Confidential Information") constitute the valuable properties and trade secrets of the Bank, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to the Bank a competitive advantage. The City agrees during the term of this Master Agreement and thereafter, to hold the Bank Confidential Information including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for the City's exercise of the services provided hereunder, and except as required by law. The parties understand that all the material provided or produced under this Master Agreement may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S. (2003). In the event of a request to the City for disclosure of such information, the City shall advise the Bank of such request in order to give the Bank the opportunity to object to the disclosure of any of its documents which it marked as proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Bank agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. The Bank further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Bank's intervention to protect and assert its claim of privilege against disclosure under this Article including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court. Upon termination of this Master Agreement and provided there is no active request for City disclosure, the City shall return all materials to the Bank, or if requested by the Bank destroy all copies of Bank Confidential Information.

31. INTELLECTUAL PROPERTY RIGHTS: While the City and the Bank do not anticipate that the Bank will be preparing any customized materials that are specific only to the City, to the extent that the Bank may depict the City's logos or other trademarks or service marks

of the City (the “City’s Marks”), on any materials that the Bank provides to the City in connection with the performance of the Services, such as user manuals, references, and the like, the City shall retain all property rights in and to the City’s Marks. The Bank agrees that it will not utilize the City’s Marks in any manner, absent the prior consent of the City. In addition, if and to the extent that the City and the Bank may specifically agree that the Bank provide certain documents or materials on a “work for hire” basis that are specifically designed exclusively for the City and identified in a writing executed by both of them (“City Materials”), the City and the Bank agree that all property rights to any and all City Materials shall belong to the City. The Bank shall not withhold City Materials or information about City Materials from the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et. seq.*, the City Materials are a “work made for hire” and all ownership of copyright in the City Materials shall vest in the City at the time the City Materials are created.

The City and the Bank intend that all property rights to any and all Marks, trade secrets, copyright, computer programs (other than pre-packaged third party software) created by the Bank and only licensed to the City pursuant to this Master Agreement, in preliminary or final forms and on any media whatsoever (collectively, “Bank Materials”), shall belong to the Bank and are the exclusive property of the Bank or the third parties with whom the Bank has secured the rights for the Bank’s products. All right title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the Bank’s products and services and the related Bank logos, product names, and other designations of any nature are reserved to the Bank.

32. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Master Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Master Agreement survive the Master Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Bank’s obligations to indemnify the City as set forth in the Master Agreement will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

33. ADVERTISING AND PUBLIC DISCLOSURE: The Bank shall not include any reference to the Master Agreement or to services performed pursuant to the Master Agreement in any of its advertising or public relations materials without first obtaining the written approval of

the Manager. Any oral presentation or written materials related to services performed under the Master Agreement will be limited to services that have been accepted by the City. The Bank shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to officials of the City, including the Mayor, the Manager, City Council or the Auditor.

34. CITY EXECUTION OF MASTER AGREEMENT: The Master Agreement will not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

35. MASTER AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Master Agreement is the complete integration of all understandings between the parties as to the subject matter of the Master Agreement. No prior or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Master Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment will have any force or effect unless embodied in a written amendment to the Master Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms of the Master Agreement or any written amendment to the Master Agreement will have any force or effect or bind the City. The Master Agreement is, and any amendments thereto will, be binding upon the parties and their successors and permitted assigns.

36. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: The Bank consents to the use of electronic signatures by the City. The Master Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Master Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Master Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original. The Parties further acknowledge the other party may retain copies (paper, electronic or otherwise) of any documents or items relating to the Accounts and Services, as defined in Exhibit A in a form preserving an image of any such documents or items, including signatures, or a regular business record and discard the original documents or records in lieu of their paper equivalents for any

purpose and in any forum, venue or jurisdiction, including, without limitation, objections arising from the Bank's role or acquiescence in the destruction of the originals.

(BALANCE OF PAGE BLANK. SIGNATURE PAGES FOLLOW.)

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By_____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By_____

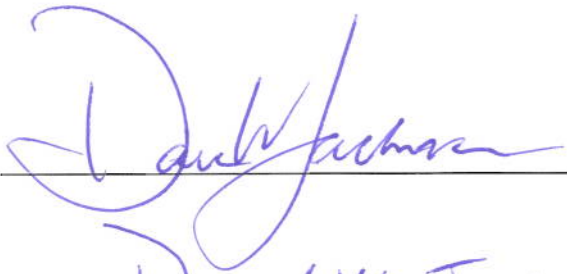
By_____

By_____



Contract Control Number: FINAN-201207060-00


Contractor Name: JPMORGAN CHASE BANK

By: 

Name: David W. Jackman
(please print)

Title: Authorized officer
(please print)

ATTEST: [if required]

By: 

Name: Deborah Tolley
(please print)

Title: Authorized Officer
(please print)



EXHIBIT A

(exhibit follows)

Document Checklist | JPMORGAN CHASE BANK, N.A.

21 October 2014

CITY AND COUNTY OF DENVER
DEPARTMENT OF FINANCE
201 W COLFAX AVE, 10TH FLOOR DEPT 1010
DENVER, CO 80202
USA

Thank you for choosing JPMorgan Chase for your banking needs. The following page(s) list the documents contained in this package that pertain to the products and/or services you have requested, with instructions for each document.

In striving to deliver best-in-class service, we encourage you to complete and return any of the attached documentation requiring signature at your earliest convenience. Timely receipt of the documents enables us to better complete your request in the desired timeframe.

For your protection, where documents in this package are being sent as e-mail attachments and have been pre-filled, the account and/or SSN/TIN number has been truncated to the last 4 digits, or the documents have been encrypted and may require a password to open.

We at JPMorgan Chase are fully committed to meeting your banking needs. We are happy to answer any questions you may have regarding the attached documents. If you need assistance, please do not hesitate to call.

	Document Name	ID	Instructions
	Business Signature Card - TS & CB	1	Complete, Sign and Return
	Certificate Regarding Accounts-CRA	2	Complete, Sign and Return
<input checked="" type="checkbox"/>	Certificate of Incumbency	3	Complete, Sign and Return
<input checked="" type="checkbox"/>	Consolidated Service Terms for Commercial Bank and Dealer Commercial Services	4	Complete, Sign and Return
<input checked="" type="checkbox"/>	Global Account Terms	5	Complete, Sign and Return
<input checked="" type="checkbox"/>	Global Account Terms - US Addendum	6	Complete, Sign and Return

☒
☒

Business Signature Card

V2.1_10_29_13

CHECK ONE:	<input type="checkbox"/>	Signatures for New Account(s)	<input type="checkbox"/>	Additional Signatures for listed Account(s)	<input type="checkbox"/>	Replace All Signatures on Account(s) listed below	Card of ___
Customer Name:	CITY AND COUNTY OF DENVER						
Address:	OFFICE OF THE CONTROLLER 201 W COLFAX AVE, 10TH FLOOR DEPT 1109			City, State, Zip	DENVER, CO, 80202, USA		
Telephone Number:				Tax ID Number:			
Account Title:							
Account Number(s):							
Accounts: Please check one:	<input type="checkbox"/> All Accounts of Customer (Master Signature Card) (See attached list)			<input type="checkbox"/> Selected Accounts Only (complete Account Numbers section above)			

INSTRUCTIONS: Use **BLACK** ink. Place the **Manual or Facsimile signature** within the box boundaries only. **Do Not** overlap signatures. **Required:** Indicate if the signature is **Manual or a Facsimile** in the **"P R I N T N A M E"** box. For your security, cross out all unused signature boxes before signing the signature card below.

PRINT NAME	TITLE	SIGNATURE
<input type="checkbox"/> Manual OR <input type="checkbox"/> Facsimile <input type="checkbox"/> Check Signing Only		
E-MAIL ADDRESS	PHONE NUMBER	
PRINT NAME	TITLE	SIGNATURE
<input type="checkbox"/> Manual OR <input type="checkbox"/> Facsimile <input type="checkbox"/> Check Signing Only		
E-MAIL ADDRESS	PHONE NUMBER	
PRINT NAME	TITLE	SIGNATURE
<input checked="" type="checkbox"/> Manual OR <input type="checkbox"/> Facsimile <input type="checkbox"/> Check Signing Only		
E-MAIL ADDRESS	PHONE NUMBER	

The undersigned certifies to JPMorgan Chase Bank, NA (the "Bank") that (1) he/she is fully authorized to sign this Signature Card on behalf of the Customer and certifies that all statements made on this Signature Card are correct and in accordance with the Customer's internal account authorization, organizational and governing documents, (2) each signature presented on this Signature Card is the signature of the named person, who is fully authorized to sign and otherwise act on behalf of the Customer with respect to the Accounts identified in this Signature Card and (3) each Facsimile (including trade or assumed names and marks) provided above has been authorized for use as an Account Signer/ signature. The Customer acknowledges receipt of, and is bound by, the Bank's Account Terms and Service Terms, as may be amended or supplemented from time to time pursuant to the terms thereof. The Customer acknowledges that: (1) each person named and Facsimile in this Signature Card is an Account Signer/ signature and is authorized to be used to sign checks, endorse checks payable to the Customer, conduct any transaction whatsoever or obtain any information or obtain any service with respect to the Accounts subject to this Signature Card; (2) the Bank is entitled to rely on the authority of each Account Signer herein until the Bank receives written revocation of such authority; and (3) no notice of revocation will be effective until the Bank has a reasonable opportunity to act on it.

Authorized Signature:	Officer Title:	Date:
Authorized Signature:	Officer Title:	Date:
INTERNAL USE ONLY		
THE ABOVE INFORMATION AND SIGNATURE(S) WERE VERIFIED BY:		
Print Name:	Initials:	
Completion Date:		

Customer Name: CITY AND COUNTY OF DENVER			
Account Title :		Tax ID Number:	Card of __
Account Number(s):		Telephone Number:	Date: 10/21/2014

ADDITIONAL SIGNATURES

PRINT NAME	TITLE	SIGNATURE
<input type="checkbox"/> Manual OR <input type="checkbox"/> Facsimile <input type="checkbox"/> Check Signing Only		
E-MAIL ADDRESS	PHONE NUMBER	
PRINT NAME	TITLE	SIGNATURE
<input type="checkbox"/> Manual OR <input type="checkbox"/> Facsimile <input type="checkbox"/> Check Signing Only		
E-MAIL ADDRESS	PHONE NUMBER	
PRINT NAME	TITLE	SIGNATURE
<input type="checkbox"/> Manual OR <input type="checkbox"/> Facsimile <input type="checkbox"/> Check Signing Only		
E-MAIL ADDRESS	PHONE NUMBER	
PRINT NAME	TITLE	SIGNATURE
<input type="checkbox"/> Manual OR <input type="checkbox"/> Facsimile <input type="checkbox"/> Check Signing Only		
E-MAIL ADDRESS	PHONE NUMBER	
PRINT NAME	TITLE	SIGNATURE
<input type="checkbox"/> Manual OR <input type="checkbox"/> Facsimile <input type="checkbox"/> Check Signing Only		
E-MAIL ADDRESS	PHONE NUMBER	

Certificate Regarding Accounts

1.5_09_27_10

v

Instructions: Complete all relevant spaces with the requested information as applicable to the type of organization. Obtain signature of certifying signer(s) at the conclusion of the Certificate.

HEADING

Customer Name: ("Customer")	CITY AND COUNTY OF DENVER
Tax Identification Number: ("Client Entity")	
Business Name: ("Business")	(Applicable only for Sole Proprietorship or business operating under an assumed name)
Jurisdiction of Organization:	
Type of Organization (Check One)	<input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Trust <input type="checkbox"/> Unincorporated Association <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership (including Limited Liability Partnership) <input type="checkbox"/> Business Trust (under Delaware or Massachusetts law only) <input type="checkbox"/> Joint Venture <input checked="" type="checkbox"/> Governmental Entity (specify type): <u>_____municipality_____</u> <input type="checkbox"/> Other: <u>_____</u>

A. DESIGNATION OF DEPOSITORY. This Certificate Regarding Accounts (this "**Certificate**") is provided to any bank subsidiary of **J.P. Morgan Chase & Co.** (collectively, "**Bank**") with respect to any and all deposit accounts, related products and all Treasury Services products or services, that Customer currently has or may open in the future with Bank (collectively, the "**Accounts**").

B. CERTIFICATION (as applicable to Type of Organization)

- 1. Governmental Entity.** I am the public official authorized by law to establish and administer the financial accounts of Customer (the "**Financial Officer**"), and authorized to take all actions described in this Certificate.

Bank has been designated a depository for funds of Customer in the manner required by applicable law. I certify to Bank that the governing body of Customer, if any, has adopted resolutions authorizing all actions and agreements described in this Certificate. Those resolutions were adopted in accordance with all requirements of law and of Customer's organizing statutes, charter, by-laws, ordinances, or other applicable laws and documents, have been entered in the regular minute books of Customer, and are now in full force and effect.

C. AUTHORIZATIONS (applicable to all Types of Organizations)

- 1. Account Opening.**
Each Authorized Person is authorized to open one or more Accounts from time to time with Bank. "**Authorized Person**" means only the following listed persons: Persons listed on the attached Certificate of Incumbency.

Opening any Account will constitute Customer's agreement to be bound by all of Bank's Account Terms, Service Terms, and the Master Agreement (as they may be amended from time to time pursuant to their respective terms) executed or delivered in connection with the Account. While the Master Agreement executed by Customer and the Bank, which reflects a commencement date of January 1, 2014 includes and incorporates by reference the Account Terms and Service Terms, references herein to the "Master Agreement" will be deemed to refer to such executed agreement, independent from the Account Terms and Service Terms.

- 2. Banking Services.**
An Authorized Person may perform any or all of the functions listed below. Subject to any written agreement (and other forms applicable to the products and services), between Customer and Bank, any one Authorized Person is authorized to: (1) sign

checks, drafts, notes, acceptances and other instruments (collectively referred to as “**Items**”); (2) take any action and/or give in instructions in writing, verbally, electronically or otherwise, (“**Instructions**”) as provided in the account terms, United States addendum to account terms, and service terms each as attached in Exhibit A, the Master Agreement, and any other written agreement between Customer and Bank relating to the Accounts and the services provided pursuant to the Master Agreement, each as amended pursuant to their respective terms; and (3) identify, implement and contract with Bank for cash management product and services relating to an Account and/or other general banking services for the benefit of Customer, including without limitation electronic funds transfer services, electronic information services, automated clearinghouse services, lockbox services, fraud prevention services, and automated sweep investment services. Use of any such service will constitute Customer's agreement to Bank's standard agreements as revised herein, applicable to the products or services requested.

3. Changes to Authorized Persons.

The Secretary, any Assistant Secretary, or any Authorized Person may instruct Bank to add, delete or otherwise make changes to Authorized Persons by a written notice to Bank (“**Change Notice**”). The Change Notice should identify all changes to Authorized Persons, including persons added or deleted, certify the name, title, and signature of each additional Authorized Person, and set forth any limitations to the authority of Authorized Persons.

4. Deposits.

Bank is authorized to accept for deposit, credit, collection, or any other purpose, items or electronic deposits payable to (1) Customer by any trade name or style used by Customer, or (2) any owner, shareholder, partner, member, manager, trustee, or venturer of Customer (“**Owner**”), or (3) more than one Owner, either jointly or in the alternative. All Items may be deposited to any Account with or without endorsement.

5. Continued Effectiveness.

This Certificate will continue in full force and effect until Bank actually receives written notice from Customer revoking or modifying this certificate and Bank has had a reasonable opportunity to act on it. Bank may conclusively presume that this Certificate is in effect and that the persons identified from time to time as Authorized Persons by this Certificate, any signature card, or any Change Notice have been duly elected or appointed and continue to have the authority described in paragraph 4 and bind Customer to the actions and Instructions of such Authorized Persons. Subject to the terms of the Master Agreement, Customer shall be responsible for the actions and Instruction of persons identified as Authorized Persons. The Bank may rely upon this Certificate or any other certification or Instruction provided by any Authorized Person.

D. ADDITIONAL PROVISIONS (Only applicable to Trust or Governmental Entity)

1. Authority of Governmental Entity.

If Customer is a governmental entity and Bank at any time determines that Customer is not authorized, or may not be authorized, under applicable law or its organizational documents to open any Account or to engage in any transaction or purchase any services relating to the Accounts, Bank may demand conclusive evidence of Customer's authority. Notwithstanding any agreement to the contrary, if Customer fails to provide conclusive evidence of its authority upon demand, Bank may immediately, and without prior notice, terminate any Account or service provided to Customer.

E. CERTIFYING SIGNATURES

1. Applicable ONLY to Governmental Entity

a) Certifying signer is: ☐ Financial Officer ☐ Certifying Official

X

Official's Signature

Printed Name

Title

E-Mail Address

Phone Number

For a Governmental Entity certified by a Financial Officer, the following must also be completed by an official other than the Financial Officer:

I certify that the Financial Officer named above holds the office indicated in the foregoing Certificate, and is authorized by law to establish and administer the Accounts of Customer and to take all actions and enter into all agreements described in the foregoing Certificate. I further certify that the signature set forth above is the Financial Officer's signature.

X

Official's Signature

Printed Name

Title

E-Mail Address

Phone Number

Executed this _____ day of _____, _____.

Certificate of Incumbency | JPMorgan Chase Bank, N.A.

V1.3_07_30_12

The undersigned certifies that: I am an authorized official of CITY AND COUNTY OF DENVER, duly organized and existing under the laws of the State of Colorado ("Organization"); that the information presented below is correct and the persons named below are presently holding the offices set forth opposite their respective signatures below; and each such signature is his or her genuine signature:

Type or Print Name	Signatures (Please sign inside the box)	Phone and Fax
(Name)		(Phone)
(Title)		(Fax)
E-Mail Address		
(Name)		(Phone)
(Title)		(Fax)
E-Mail Address		
(Name)		(Phone)
(Title)		(Fax)
E-Mail Address		
(Name)		(Phone)
(Title)		(Fax)
E-Mail Address		
(Name)		(Phone)
(Title)		(Fax)
E-Mail Address		
(Name)		(Phone)
(Title)		(Fax)
E-Mail Address		

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of the Organization, if applicable, this _____ Day of _____ 20 .

By: _____
Signature

Print Name

Title

By: _____
Signature

Print Name

Title

Consolidated Service Terms

TREASURY SERVICES (United States)
Commercial Bank

The services described herein (each a "Service") are subject to the Bank's Account Terms (as may be amended from time to time pursuant to its terms), which are hereby incorporated by reference into each Service Terms. By using any of the Services described hereunder, to the extent authorized by applicable law, the Customer acknowledges that it has received and accepts the Account Terms, as supplemented by these Service Terms, under the Master Agreement. Capitalized terms in the Service Terms, unless otherwise defined herein, shall have the meanings set forth in the Account Terms. While the Master Agreement executed by Customer and the Bank, which reflects a commencement date of January 1, 2014 includes and incorporates by reference the Account Terms and Service Terms, references herein to the "Master Agreement" will be deemed to refer to such executed agreement, independent from the Account Terms and Service Terms.

Service Terms – Consolidated Service Terms Booklet

A. ACH Origination

The Automated Clearing House (ACH) is a batch processing payment system that U.S. banks use to exchange and settle credit and debit transactions on behalf of their clients or themselves. The origination of ACH Entries and the transmission and issuance of related transactions and information will be pursuant to these terms and the Operating Rules and Guidelines (collectively the "Rules") of the National Automated Clearing House Association. Capitalized terms used in this subpart, unless otherwise defined in this subpart shall have the same meanings as set forth in the Rules. The Customer, to the extent expressly provided not prohibited by law and consistent with the Master Agreement, and the Bank will comply with and be bound by the Rules as in effect from time to time, including without limitation, the provision making payment of a Credit Entry by an RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Credit Entry and the Customer acknowledges that it has received notice of such rule and of the fact that if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and the Customer will not be deemed to have paid the Receiver the amount of such Credit Entry.

- 1. Service.** The Bank provides ACH origination Services that will enable the Customer to do one or more of the following: (1) originate ACH Debit Entries; (2) originate ACH Credit Entries; and (3) issue paper drafts in lieu of ACH Debit Entries ("Drafts"). In conjunction with originating Entries or Drafts, the Customer may instruct the Bank to issue or transmit pre-notifications, requests for reversal or return, notifications of change or other information pertaining to the Entries. Origination of ACH credit Entries and origination of ACH Debit Entries (or Drafts) are two separate Services and approval or setup of one ACH Service does not automatically create the ability to utilize the other. The Rules and these Service Terms shall apply to all Entries, whether or not transmitted through an ACH Operator.

It is the Customer's responsibility to provide Entries and instructions to the Bank with all the necessary information to complete the Customer's requested transactions. Customer agrees to transmit Entries to Bank in the manner, at the times and in accordance with approved media, content and format as agreed by Bank and Customer. The Bank may reject or delay processing transactions or information if instructions are not complete or are inaccurate, contain an inactive Company ID or otherwise do not meet the criteria the Bank specifies for acceptance. All instructions to the Bank must be received by the Bank before the Bank's established cutoff time in order for processing to commence on that ACH processing day. Any instruction that is incomplete or that the Bank finishes receiving after the relevant cutoff time will be processed by the Bank on the next day the Bank processes ACH transactions. All transactions are subject to acceptance by the Bank.

The Bank will notify the Customer of any transactions or other transmissions that are rejected or returned. If the Customer wants the Bank to reprocess those transactions or transmissions, the Customer must correct them and resubmit them. The Customer agrees to furnish the Bank with copies of any authorizations or notifications, if requested, as well as any other information reasonably requested by Bank relating to Entries originated by the Customer. Customer shall provide Bank's auditors and other personnel with reasonable access at all reasonable times to the Customer's facilities, data and records relating to the initiation of Entries for the purpose of auditing Customer's compliance with these Service Terms and the Rules.

- 2. Security and Data Protection Procedures; Examination.** If the Bank follows agreed upon security procedures, the Bank may process and transmit transactions or information in the Customer's name. Unless the Customer and the Bank otherwise agree, transmissions to the Bank will be authenticated and/or encrypted using commercially reasonable security technologies meeting standards acceptable to the Bank. If the Customer uses a security procedure other than as described in the preceding sentence, the Customer acknowledges that the Customer chose such other security procedure after the Bank offered, and the Customer declined, the option of authenticating or encrypting and the Customer will be bound by any transaction, whether or not authorized, issued in the Customer's name and accepted by the Bank in compliance with the security procedure the Customer chose. If the Customer elects not to utilize recommended message authentication and/or encryption technology, the Customer assumes all responsibility for unauthorized disclosure or unauthorized access to the Customer's data that occurs during transmission or while such data is in storage. Customer shall not disclose any Receiver's account number or routing number to any third party for such third party's use, directly or indirectly, in initiating a separate Debit.

The Customer shall provide the Bank with ongoing access, at Bank's request, to all Originators' files. Further, upon notice from Bank, the Customer shall provide such auditors and other Bank personnel as Bank may, from time to time, designate in writing with reasonable access at all reasonable times to the Customer's facilities, data and records relating to the initiation of Entries for the purpose of performing audits to verify the Customer's compliance with these Service Terms and the Rules. The Customer shall provide, and shall cause its subcontractors to provide, such auditors and personnel any assistance that they may reasonably require.

- 3. Settlement and Exposure Limits.** Subject to this subpart, on the settlement date, the Bank will credit the Customer's account with the Bank that the Customer specifies for the total of: (1) the Customer's debit Entries that the Bank processed for settlement that day; (2) drafts issued for deposit to the Customer's account on that day; and (3) any returned or reversed Credit Entries. The Bank may delay the availability of funds deposited into the Customer's account by debit Entry or draft until those transactions cannot be reversed in accordance with the Rules or applicable law.

The Bank will debit the Customer's Account with the Bank that the Customer specifies for the total of credit Entries processed in the Customer's name and for any returned Debit Entries and Drafts. The Bank may require the Customer to pay the Bank the amount of any credit Entries on the date of transmission to the Bank or otherwise prior to the settlement date.

The Bank may from time to time establish or revise maximum dollar limits for the total value of all outstanding files of credit Entries and/or debit Entries and Drafts that the Bank will release on the Customer's behalf. The Bank may change or cancel the limits at any time upon concurrent notice to the Customer, although the Bank will try to notify the Customer before the Bank does that.

- 4. Representations.** Except as specified below, the Customer will be deemed to make the same representations to the Bank as the warranties that the Bank makes pursuant to the Rules. In the case of an Entry originated to another account with the Bank, representations will be deemed to be given as of the time the Bank first processes the Entry. The Customer will not be deemed to warrant the power of the Bank under applicable law to comply with the requirements of the Rules or the conformity of Entries and other data the Bank transmits to the file specifications contained in the Rules. The Customer further represents and covenants that (a) each Entry and Draft it originates will comply with all applicable U.S. laws and regulations and acknowledges that Entries may not be initiated that violate the laws of the United States, (b) unless Customer has identified itself to Bank as a Third Party Sender (as defined in Section 7) and obtained Bank's express consent to originate Entries as a Third Party Sender, Customer will not originate any Entries, or use any of its Company IDs to originate Entries, on behalf of third parties (including, without limitation, any affiliate of Customer), and (c) Customer will not permit a third party to originate Entries using a Customer account as the offset account unless Customer obtains Bank's express consent to do so.

Subject to the terms of the Master Agreement, the Customer agrees to reimburse the Bank or allow the Bank to reverse credit for returned or dishonored items previously credited to the Account Holder's accounts, all overdraft fees, service fees, and out of pocket expenses incurred by the Bank, including but not limited to, fines and fees imposed by applicable law, or rules of clearinghouse networks, funds transfer systems, and the like where such fees, fines, and expenses result directly from the Customer's breach of any representation made under this Section or compliance by the Bank and the RDFI with any request the Customer makes for a cancellation, stop payment, reversal, or recall of any entry.

Bank shall have no responsibility for any delay by any ACH Operator or RDFI in processing any Entry the Bank transmits to the ACH Operator or failure to process or credit or debit any such Entry.

- 5. Stop Payments; Reversals and Recalls.** Customer's instruction to cancel, stop payment of, reverse or recall one or more Entries must be received by Bank in such time and manner as Bank specifies. Bank will process these transactions in accordance with Bank's procedures advised to Customer. Any reversal or recall initiated by Bank is subject to acceptance by the RDFI. Entries or other instructions may not be amended or modified.
- 6. Third-Party Service Providers.** The Customer may choose to use a third-party service provider or service bureau to issue Entries or other instructions, handle returned Entries or perform other functions for and on the Customer's behalf. If the Bank accepts such Entries or other instructions, the Customer will be bound by them. The Customer is responsible for all actions taken or not taken by the Customer's provider, and the Customer is responsible for all costs and expenses of the Customer's provider.
- 7. Third-Party Sender.** Customer represents that it is not and will not become a "Third Party Sender" of ACH entries. A "Third Party Sender" is an entity that is not an Originator, which has authorized an Originating Depository Institution (such as the Bank) or another Third Party Sender to transmit a credit entry to the account of a Receiver in order to make a payment from the Originator or to transmit a debit entry to the account of a Receiver in order to effect a payment from the Receiver to the Originator. The Customer will provide prior advance written notice to the Bank if, at any time, these representations become inaccurate and, in such event, the Bank may request through amendment further assurances from the Customer and/or discontinue this Service for the Customer.
- 8. IAT Entries.** Customer represents that it will not originate any International ACH Transaction (IAT) Entries. In the event that Customer subsequently determines that it wishes to originate such IAT Entries, it will so notify Bank reasonably in advance of such origination. Bank may condition Customer's ability to originate IAT Entries upon Customer's agreement to such further assurances and agreements relative to formatting, currency conversion, reversal of such entries, representations of Customer, and delays in processing and in returns, which, if required by City, will be in the form of an amendment to the Master Agreement.
- 9. Termination.** In addition to Bank's termination rights under the Master Agreement and the Global Account Terms. Bank shall have the right to terminate or suspend ACH Services upon notice to Customer in the event of the Customer's breach of the Rules.

B. ACH Debit Block & ACH Transaction Review

ACH Debit Block is a Service that allows a customer to return ACH debit entries originated to the Customer's account with the Bank. ACH Transaction review allows the Customer to review ACH debit and credit entries originated and posted to the Customer's account with the Bank and to instruct the Bank to return some or all of these transactions.

1. ACH Debit Block:

- (a) **Service.** The Customer can select from a variety of authorization or blocking criteria and advise the Bank in a manner and form acceptable to the Bank. The Bank will return any blocked transaction indicating that the ACH debit was not authorized.
- (b) **Company ID Numbers.** If the Customer elects an option that blocks or allows ACH debits from specified companies, the Customer must supply the Bank with the applicable ACH Company ID Number of the Originator as it appears on the Company/Batch Header Record. The Company ID Number will be the sole criterion for blocking Debit Entries (unless Customer has also set maximum dollar limits) and Bank will have no obligation to take any other steps to determine the identity of the Originator. The Customer will be solely responsible for obtaining the correct Company ID Number for each such Originator.

The Customer understands that Company ID Numbers are not unique and that a Company ID Number may identify more than one Originator and one Originator may have multiple Company ID Numbers. The Customer understands that Company ID Numbers are not a perfect filter and that transactions from Originators may be blocked or allowed if the Originator uses a Company ID Number other than the one Customer identifies. The Bank will not be responsible for transactions blocked or allowed in accordance with the instructions the Customer provides for the Company ID Number.

- (c) **Debits Not Affected by Blocking.** ACH debit blocks do not apply to certain transactions. The following types of ACH-related debits will not be blocked:
 - debits to the Customer's account to offset any ACH credit Entries originated by the Customer through Bank;
 - reversals of previously received ACH credit Entries;
 - returns or reversals by the RDFI of ACH Debit Entries originated by the Customer through the Bank;
 - Reclamation Entries;
 - debits to the Customer's account initiated by the Bank or Bank's agent to correct processing errors, effect back valuations, make other adjustments or for fees, charges or other amounts the Customer owes the Bank; and
 - debits to the Customer's account that the Bank posts pursuant to its internal procedures in order to comply with applicable law, regulations or payment system rules or guidance.

2. ACH Transaction Review:

- (a) The Customer shall use filter criteria available through the service to select the types or categories of incoming ACH debit and/or credit transactions to be reviewed or the Customer may elect to review all incoming ACH transactions subject to Section 2(d) below.
- (b) Based upon the filter criteria selected by the Customer, ACH transactions meeting that criteria will be made available for the Customer to review not later than a designated time on the banking day following the day on which the transactions are posted to the Customer's account. The details provided by the Bank for each Entry will include account number, dollar amount, company ID, receiver's name, standard entry class code and settlement date.
- (c) The Customer shall advise the Bank by means of an agreed upon transmission method not later than the Bank's designated cutoff time on the same day as transaction information is made available for those transactions, if any, that are unauthorized and that the Customer wishes to return. The Bank is entitled to rely on any instructions that it receives and that it reasonably believes to be genuine. The Bank shall return all such transactions and make corresponding adjustments to the Customer's account to which the transactions had been posted. All transactions reported to the Customer as to which Bank does not receive a timely return instruction from the Customer will remain posted.
- (d) The following types of ACH transactions will not be made available for the Customer's review and decisioning:
 - debits or credits to the Customer's account to offset any ACH Entries originated by the Customer through the Bank;
 - reversals of previously received ACH Entries;
 - returns or reversals by the RDFI of ACH Entries originated by the Customer through the Bank;
 - Reclamation Entries;
 - debits or credits to the Customer's account initiated by the Bank or Bank's agent to correct processing errors, effect back valuations, make other adjustments, or to comply with legal requirements or for fees or charges the Customer owes the Bank; and
 - if the Customer is also subscribing to the ACH Debit Block service, any transactions blocked and returned pursuant to that service.

- (e) Certain transactions reviewed and approved by the Customer may nevertheless be returned by the Bank. This will happen if (i) there are insufficient funds in the Customer's account to cover the amount of an ACH debit or other charge, (ii) a stop payment was previously placed on the transaction or (iii) the Bank determines the transaction must be returned for legal or regulatory reasons. Certain transactions that the Customer advises should be returned may nevertheless be posted by the Bank; these include ACH debits or credits to the Customer's account that the Bank posts pursuant to its internal procedures in order to comply with applicable law, regulations or payment system rules or guidance.

C. U.S. Funds Transfer

J.P. Morgan's Funds Transfer Service enables the electronic transfer and settlement of funds between the Customer and a beneficiary of the payment to destinations around the world. Customers use USD funds transfer services (as opposed to checks or ACH payment services) when they seek same-day settlement with intraday finality and irrevocability of payments.

- 1. Service.** The Customer may issue payment orders against its accounts with the Bank by means of SWIFT, electronically, by telephone or by such other method as the Customer and the Bank may agree upon. All funds transfer instructions sent to the Bank shall be in the format specified by the Bank and must be received by the Bank no later than such time as may be established by the Bank upon notice to the Customer. The Bank will determine the order in which it processes payment orders. If the Customer's payment order bears the codeword "PRIORITY" or "TIMED" in such field as the Bank specifies, the Bank will use reasonable efforts to move such payment order to the front of the Bank's processing queue, and such payment shall be handled in accordance with the Bank's procedures for processing such payments
- 2. Security Procedures.** All payment orders and communications requesting amendment of payment orders issued in the Customer's name are subject to verification by the Bank in accordance with the security procedures agreed upon between the Customer and the Bank. Such security procedures may be set forth in written agreements between the Customer and the Bank.
- 3. Advices.** The Customer may subscribe to Bank services for the delivery of account-related activity and information ("Advices"), to a party designated by the Customer, including but not limited to information relating to credits and debits to a Customer account, and the return or rejection of certain payments. Advices may be sent via SWIFT or to devices capable of receiving text messages, such as alphanumeric pagers and cellular phones, or as otherwise agreed upon by the parties. The Customer is responsible for maintaining the accuracy of the information that is required to deliver such Advices, including but not limited to the address and/or telephone number of the recipient and, if applicable, the messaging components and conditions that will trigger the transmission of the Advices.
- 4. Processing.** The Bank reserves the right to use any funds transfer system and any intermediary bank in the execution of any funds transfer Instruction and may otherwise use any means of executing the funds transfer Instruction which the Bank deems reasonable in the circumstances. The Bank and other financial institutions may rely upon the identifying number of the beneficiary, the beneficiary's bank or any intermediary bank included in the funds transfer. Also, the beneficiary's bank in the funds transfer Instruction may make payment on the basis of the identifying number even though it identifies a person different from the named beneficiary.
- 5. Same-Day Amendment and Cancellation Service.** The Customer may subscribe to a service to enable same-day amendment and cancellation of payment orders. Once the Bank has expressly approved the customer's use of the service, all cancellation or amendment messages sent to the Bank shall be in the format specified by the Bank and must be received by the Bank no later than such time as may be established by the Bank upon notice to the Customer.
- 6. Reference Pattern Search.** The Customer may subscribe to a service to enable the Customer to instruct the Bank to repair information on incoming and outgoing payment orders, and to perform additional services related to beneficiary deduction services. The Customer shall comply with such formatting requirements specified by the Bank in connection with such services. In connection with beneficiary deduction services, the Customer represents that it has obtained all necessary authorizations to enable the Bank to deduct transaction charges from the funds transfer amount payable to the beneficiary.

D. Lockbox

Lockbox is a remittance processing Service offered to customers to support their accounts receivables business needs. Through this service, the Customer's remittance deposits are sent to a Post Office Box and picked up by the Bank and delivered to or via courier for further processing and posting to the Customer's deposit account.

- 1. Service.** The Bank will maintain the Post Office Box for the Customer's remittances and will have unrestricted and exclusive access to the Post Office Box while providing the Lockbox Service. Customers requiring Caller Service or Business Reply Mail Service for remittance collection must obtain prior approval from the Bank. Upon approval, the Customer will secure such services directly with the United States Postal Service (the "USPS") and ensure the Bank is authorized to collect the mail. The Bank shall not be responsible for delays in processing due to the Customer's failure to pay the USPS for such services or any other action taken or not taken by USPS. The Bank may direct clients to include specific codes or formats within their assigned address in order to ensure mail is identified correctly. The Customer is responsible for ensuring their customers' remittances are properly addressed in order to prevent delays in processing.
- 2. Deposit; Endorsement.** The Bank will collect all mail delivered to the designated Post Office Box, and will open the mail, process the checks eligible for this service (the "Items") and credit the funds to the Customer account or process for collection the Items received, except: i) Items which the Customer has instructed the Bank in writing, and the Bank has agreed not to process; ii) Items which the Bank believes should

receive the Customer's special attention; iii) Items for which the Customer is not the payee, unless the Customer has provided proper authorization to process for credit or collection of such Items; and iv) any other matter or merchandise received. The Bank will not process such excepted Items or other matters or merchandise, but will forward them to the Customer unprocessed. Unless and except to the extent required otherwise under applicable law, the Bank assumes no responsibility for the inadvertent processing of Items excepted from processing. The Bank does not and will not request that the Bank process credit card payments received through the Lockbox Service and the Bank shall not be deemed a merchant processor and shall not be liable for any data entry errors or any chargeback of credit card payments. The Bank assumes no liability for any matter or merchandise received through the Post Office which is not a depositable Item, including cash. Any failure by the Bank to process an Item other than as provided herein does not constitute a failure by the Bank to exercise ordinary care. The Customer shall be liable to the Bank as a general endorser on all Items processed by the Bank.

- 3. Differing Amounts.** If the amount of an Item written in words and figures differ, the Item will be processed for amount written in words. If the Item is accompanied by an invoice or statement and the amount on the statement matches the amount written in figures, and the Customer has requested, and the Bank has agreed, to process such Item for the amount written in figures, the Item may be processed for the amount written in figures. In the event the Bank processes the Item for the amount written in figures, the Customer will assume the risk and will reimburse the Bank, in accordance with and subject to the terms of the Master Agreement, for its out of pocket expenses incident to any claim which may arise from that action.
- 4. Foreign Items.** This Service is limited to Items drawn on domestic banks so to the extent the Bank notices that any Items drawn on foreign banks have been deposited, such Items shall be forwarded to Customer as unprocessable.
- 5. Returned Items; Re-presentment.** If any Item is returned to the Bank unpaid for any reason or there is a claim involving an Item deposited to the Customer Account, the Bank will charge back that Item, together with any fees or other amounts allowed on such claims or for returned Items, against the Customer Account, regardless of whether such debit causes an overdraft to the Customer Account. If, however, the Bank has been instructed in writing by the Customer to re-present Items which have been dishonored or returned to the Bank unpaid for reasons other than account closed, the Bank may do so automatically and without notice to the Customer, and the Bank reserves the same rights to debit the Customer Account should any such Items remain unpaid after the re-presentment.
- 6. Security for Imaged Items.** The Bank has specified Security Procedures for receiving and accessing Imaged Items, Imaged Documents and lockbox transaction data. The Bank is not obligated to send any images or data or allow access through the Delivery Media to any images or data which are not requested or accessed in accordance with the Security Procedures. The Customer acknowledges that once a CD-ROM is received, or it has accessed images by any Delivery Media, persons having access to the Customer's computers and image archives may have access to the Imaged Items, Imaged Documents and lockbox transaction data.
- 7. Image Option.** If the Customer elects and this image option is available at the designated Bank processing location, the Bank will provide images of the Items ("Imaged Items") received together with images of related documents ("Imaged Documents"), through the media ("Delivery Media") and at the intervals agreed upon between the Bank and the Customer. The Customer may receive additional service material, including user guides, software licenses and other terms in connection with the selection of this option.
- 8. Original Documents; Image Storage.** Unless the Bank has agreed otherwise, the Bank will image all Items and associated remittances and retain original documents on site for no longer than 14 days. All original documents will be destroyed 14 days after processing. If the Customer uses the Bank's Regional Retail Lockbox product, associated original documents are retained on site no longer than 7 days. The Bank will store Imaged Items for a period of seven (7) years from the date of the applicable transaction regardless of any additional imaging service requested by the Customer. If the Customer elects storage of Imaged Documents, the Bank will store Imaged Documents for a period of thirty (30) days (Short Term Storage) to ten (10) years (Long Term Storage) from the processing date of the applicable transaction., per the Customer's selection. If the Customer elects to image and not store Imaged Documents with the Bank, such images will be delivered to the Customer via daily Direct Image Transmission.
- 9. Accuracy; Legibility.** The information delivered to the Customer through the Delivery Media will be the same as the information in the data entry file provided to the Customer for the applicable time period. If the data entry file contains errors, those errors will also occur on the Delivery Media. The Bank will provide images that are as legible as possible given the legibility of the underlying remittance documents and the selected Delivery Media. The Bank has no liability or responsibility for the condition of the original remittance items provided to the Bank, and it reserves the right to review and approve sample remittance items for legibility prior to providing this service. The Customer is responsible for reviewing images obtained through the Delivery Media and to promptly notify the Bank of any images that are not clear.
- 10. Disclosures.** As between the Customer and the Customer's clients, if applicable, certain payments collected hereunder may be subject to various cut-off times and payment deadlines (the "Disclosures"). The Customer acknowledges that the Bank has no duty to inquire as to the content of any such Disclosures, is not bound by them, and makes no representations or warranties, explicitly or implicitly, regarding same. The Customer is responsible for ensuring that the processing and payment cut-off times established by the Bank are in compliance with the Disclosures and Customer's responsibilities under applicable laws and regulations. The Customer further acknowledges that the data processed by the Bank belongs to the Customer or the Customer's clients.

E. Coin & Currency

Coin and Currency Services, also referred to as Cash Vault Services, provides coin and currency delivery and deposit services to companies that use large quantities of cash. With a nationwide vault network, Customers can place orders for coin and currency, make deposits and track activity by location through electronic reporting options.

1. Cash Orders

- 1.1. Placement of Cash Orders.** The Customer may issue written instructions for the Bank to release United States coin and currency ("Cash") to an armored courier service (the "Courier") as designated by the Customer in accordance with the Bank's guidelines ("Cash Order"). The Customer acknowledges that Cash Orders may be transmitted to the Bank only during such times as set forth in the guidelines. The Bank is authorized to debit the account of the Customer designated in the Cash Order for the amount set forth in the Cash Order. If the Bank has agreed to such an arrangement, the Customer may also place a Cash Order directly at one of the Bank's branch locations by issuing a check to debit the Customer's account at the Bank or as a "cash for cash" exchange. If there are insufficient funds in the designated account, the Bank is authorized to refuse the Cash Order, to fill a partial Cash Order or to debit the designated account even if such debit causes an overdraft, or to debit any other account of the Customer at the Bank.
- 1.2. Cash Order Limits.** The Bank and the Customer may agree to limit the amount of Cash that may be delivered pursuant to a Cash Order ("Cash Limit").
- 1.3. Discrepancies for Cash Orders.** All Cash Orders must be validated by the Customer within 24 hours of receipt. If a currency strap, coin bag or wrapped coin discrepancy is identified, the Customer may contact Cash Services Customer Support at 888-872-0517 to request a Cash Order Claim Form. The completed form and proper documentation must be sent to the Bank and post marked within 48 hours of receipt of the Cash Order. Any claims post marked after the 48 hour period may be denied and the Customer will have no right to refuse or receive an adjustment after such time period.
- 1.4. Cancellations and Amendments.** A Cash Order may be cancelled by the Customer telephonically, electronically or in writing by a person the Bank reasonably believes to be authorized to act on behalf of the Customer and only if the cancellation is received within a reasonable time before the Cash is delivered to the Courier ("Cancellation"). A Cash Order may only be amended telephonically and the Bank will not be responsible for any change in a Cash Order it has received. Any attempt to amend a Cash Order electronically may result in duplicate Cash being delivered.
- 1.5. Notice of Rejection/Execution.** If the Bank rejects a Cash Order request, it will promptly notify the Customer of the reason. The Bank will notify the Customer when it has executed a Cash Order. Unless, within three (3) business days after receipt of notification of the execution of a Cash Order the Customer notifies the Bank in writing that a Cash Order was unauthorized or otherwise unenforceable against the Customer, the Bank shall not be liable for executing the Cash Order as notified, including any loss of interest.
- 1.6. Security Procedure.** The Bank must receive a Cash Order using a touch-tone telephone, or other electronic communications device mutually agreed upon by the Customer and the Bank, based upon codes assigned by the Bank to the Customer that identify the Customer and the location (collectively, "Codes"). The Customer agrees that use of the Codes constitutes a security procedure for verifying the authenticity of the Cash Order as being that of the Customer ("Security Procedure"). The Customer and the Bank will maintain reasonable security and control of the Codes. Unless and to the extent expressly otherwise provided under applicable law, the Bank is not responsible or liable for detecting any error in the transmission or content of any Cash Order or Cancellation and the Security Procedure is not intended to detect any such error. No agreement or instruction of the Customer restricting acceptance of any Cash Order or Cancellation is binding on the Bank, except as set forth in these Service Terms or in a writing signed by the Customer and the Bank. These Security Procedures do not apply to Cash Order requests made by the Customer at one of our branch locations when the Customer is making a "cash for cash" exchange or issuing a check to debit the Customer's account at the Bank.

2. Cash Deposits

- 2.1. Standard Courier Service.** The Customer may deliver and pick up shipments of Cash or checks to or from the Bank by using the services of a Courier that has been authorized by the Bank, who will act solely on the Customer's behalf within the scope of the courier services and not as agent for the Bank. Such delivery and pick up of shipments by the Courier will be deemed to be pick-ups by and deliveries to the Customer. The Courier must comply with the Bank's guidelines, as amended from time to time, and must maintain all licenses and permits required by law in addition to adequate insurance to cover its liabilities in providing courier services to the Customer. The Bank may refuse to permit any courier to enter its premises with or without cause, in which case the Bank will use reasonable efforts to promptly notify the Customer. With regard to Customer's Courier, Customer is responsible for any individual's actions while at the Bank's facilities including theft, property damage, intentional crimes and any other act or omission even if such actions would be considered outside the scope of their employment and whether the individual is impersonating an employee of the courier if the Bank has followed its customary procedures for identifying the individual.
- 2.2. Deposit Presentment and Processing for Standard Courier Service.** With regard to deposits delivered to one of the Bank's vault locations, the Customer's Courier must deliver deposits in sealed tamper-proof plastic security deposit bags that meet the standards described in the Bank's guidelines and contain only Cash and checks. The bags may also contain food stamps if the Customer provides proof satisfactory to the Bank of the Customer's authority to redeem food stamps. The Bank will open the bags and process the deposits.
- (a) **Delivery to Vault.** If the Bank agrees to accept the Customer deposits at a vault location, the Bank will provide a receipt indicating the number of bags it has received. This receipt is not an acknowledgment of the contents of any bag, nor is any telephonic or other acknowledgment of a deposit of which the Customer notifies the Bank by telephone or by electronic means.
- (b) **Delivery to Branch for Delayed Processing.** If the Bank agrees to accept the Customer deposits at a branch location, the Bank will not verify the amount of the deposits at the time of receipt but will provide the Customer with a receipt showing the amount

indicated in the Customer's deposit slip. This receipt is not an acknowledgment of the contents of any bag.

- 2.3. Discrepancies.** All deposits are subject to verification. If there are differences between the amount credited by the Bank and the amount shown on the deposit slip prepared by the Customer or the receipt provided to the Customer or its Courier upon initial presentment, the count will be recounted. The Bank's determination and records as to its receipt of any bag and as to the contents of any bag is conclusive and binding on the Customer, and the Bank may correct any credit made to the Customer's account. The Bank will notify the Customer's representative designated in the service implementation questionnaire if the difference is more than the minimum amount specified in the Bank's guidelines. All Cash Orders must be validated by the Customer within 24 hours of receipt. If a currency strap, coin bag or wrapped coin difference is identified, contact Cash Services Customer Support at 888-872-0517 to request a Cash Order Claim Form. The completed form and proper documentation must be postmarked within 48 hours of receipt of the Cash Order. Any claims postmarked after the 48-hour period will be denied and Customer will have no right to request or receive an adjustment after such time period.
- 2.4. Relationship upon Delivery of Bags.** Until the Bank recounts the contents of the bags and enters a final credit to the Customer's account, the Bank is not responsible for any claimed contents of the bags. The Customer should not include anything in a bag other than Cash and its deposit slip and the Bank shall have no responsibility or liability with respect to any other property included or claimed to have been included in a bag.
- 2.5. Delivery to Unattended Facility.** If the Bank will allow the Customer to use one of the Bank's unattended facilities (including but not limited to a night depository or commercial ATM), the Bank may provide the Customer with an access device (such as a key or card that may require a personal identification number ("PIN")). The Customer must return all access devices to the Bank upon request. The Bank will process any deposits delivered to an unattended facility as provided for in the Bank's guidelines. If the Customer receives a receipt from an unattended facility, the receipt is not an acknowledgment of the contents of any bag or of the receipt of any bag. While the Customer or the Customer's Courier is physically present at one of the Bank's unattended facilities, the Customer or the Courier, as the case may be, is a licensee only.
- 2.6 Responsibility for Unattended Facility.** The Bank is not responsible if an unattended facility fails to operate properly, including failing to open, close, lock or unlock. It is the Customer's responsibility to verify that its bags have dropped down completely into the unattended facility, and the Customer agrees that it will not leave any bags in any unattended facility that does not appear to be operating properly. The Bank will not be liable to the Customer if any unattended facility, tele-entry or online system is closed or otherwise unavailable for use at any time.

G. Positive Pay, Reverse Positive Pay and Payee Verification

Positive Pay, Reverse Positive Pay and Payee Verification services help prevent check fraud on Customers accounts by identifying discrepancies between checks presented to the Bank for payment and those checks issued by Customers. With Positive Pay, the Customer sends check issuance information to the Bank and the Bank compares such information to checks being presented for payment. With Reverse Positive Pay, the Bank sends the Customer information on checks being presented for payment and the Customer does its own comparison. Payee Verification is an enhanced feature for Positive Pay whereby the Customer includes payee name information and the Bank compares such information against the payee names on checks being presented. As a condition precedent for receiving Payee Verification, the Customer must be receiving Positive Pay in connection with the same Account.

- 1. Issuance Information.** The following information is defined as "Issuance Information" for each Item: i) Account number; ii) Item serial number; iii) dollar amount; iv) issue date [for Positive Pay and Payee Verification only]; and v) the payee name [for Payee Verification only]. For Positive Pay and Payee Verification, the Customer will provide the Bank the Issuance Information by the banking day on which the Customer issues Items, by means of a mutually agreed upon transmission method the Issuance Information. The Bank will compare the Issuance Information with the Items presented to the Bank for payment against the Account. For Reverse Positive Pay, the Bank will send the Customer the Issuance Information and the Customer will compare such information with the checks they have issued.
- 2. Discrepancies.** For Positive Pay and Payee Verification, if Items are presented to the Bank for which it has not received timely Issuance Information or that contains information different from the Issuance Information for that Item, the Bank will notify the Customer by means of a mutually agreed upon method, by the designated time of the Banking Day following the Banking Day the Item is presented. The Customer shall advise the Bank by means of a mutually agreed upon method by the designated time on that same Banking Day whether any such Item is authorized for payment ("Presentment Decision"). In the event that the Customer fails to timely inform the Bank about any Item for which a Presentment Decision is requested, as required above, the Bank is authorized to return such Item unless otherwise agreed by the Customer and the Bank. For Reverse Positive Pay, the Bank will provide Issuance Information to the Customer of Items presented for payment; the Customer shall advise the Bank by means of a mutually agreed upon method by the designated time on that same Banking Day whether any such Item is authorized for payment, and in the event that the Customer fails to timely inform the Bank as required, the Bank is authorized to pay such Item(s) unless otherwise agreed by the Customer and the Bank. The Bank is entitled to rely on any instructions that it receives and reasonably believes to be genuine. If a Customer attempts to change an instruction previously given by sending an email or other message to the Bank, the Bank may, but has no obligation to, act upon such change request.
- 3. Payee Verification Additional Terms.** For Payee Verification, Customer acknowledges that Items that have been converted to ACH transactions prior to being presented for payment will not be eligible for this service and the payee name information will not be compared to the Issuance Information for Items that have been converted to ACH transactions. If the Customer fails to provide the Issuance Information in the file format required by the Bank, the Bank will not be liable for not detecting any discrepancy between the Item and the Issuance Information or for processing such Item, unless and except to the extent provided expressly required otherwise under applicable law. The Bank reserves the right to set a threshold amount for Items (as may be revised by the Bank from time to time) to be reviewed under the Payee

Verification service (the "Threshold Amount"). The Items below the Threshold Amount will be handled according to the standard Account Documentation governing the Customer's Account; however, the Customer will not be liable for such Items if the discrepancy would have otherwise been detected under this Service. With regard to payee name comparison, the Bank will compare the payee name provided in the Issuance Information to the payee lines contained in the name/address block identified on the Item (presented as provided for in the Bank's setup requirements) and will be limited to those parameters specifically agreed to by the Customer and Bank.

4. **Voided Items.** The Customer agrees to place a void on an Item in the Issuance Information only with respect to Items that are not in circulation. If the Customer wants to stop pay on a check that has been issued, the Customer is required to issue any Stop Payment request pursuant to the relevant terms of the Account Documentation, outside of these services.
5. **Item Payment.** The Bank is not obligated to maintain signature cards for the Account and whether or not the Bank does maintain such signature cards, in no event shall the Bank be obligated to inspect any check for the presence or authenticity of any signature or to determine whether any signature is authorized. The Customer acknowledges that the Bank's adherence to these procedures in these terms, in lieu of signature examination, will constitute the exercise of good faith and ordinary care by the Bank in handling Items presented for payment against the Account.
6. **Over the Counter Presentment.** The Bank may, without liability to the Customer, refuse to pay any Item presented for encashment at any of the Bank's branch locations. If an Item is presented for encashment at one of the Bank's branch locations at the teller line, the Customer authorizes the Bank to pay such Item based upon the Positive Pay information at the teller line.

H. Controlled Disbursements

Controlled Disbursement Accounts help customers effectively manage the disbursement process to gain control over idle balances and automate funding transfers and is designed to provide disbursement totals early each business day.

1. **Controlled Disbursement Account.** Each controlled disbursement account ("Controlled Disbursement Account"), except as set forth herein, shall be opened and maintained in accordance with the Account Documentation. If Customer fails to utilize one of the Bank's positive pay services on the Controlled Disbursement Account, that failure will constitute Customer negligence contributing to the making of any unauthorized signature and Customer assumes the risk that checks or drafts ("Items") presented against the Controlled Disbursement Account may be forged or altered, to the extent that the positive pay services the Bank offers may have prevented any loss. The Bank will have no liability for any loss related to an Item presented against the Controlled Disbursement Account which would otherwise generally have been returned under such positive pay services.
2. **Payment of Items.** Bank, on each banking day, will advise Customer of the total amount of Items drawn against the Controlled Disbursement Accounts that are presented for payment, on that day, to the Bank by a Federal Reserve Bank or another depository institution pursuant to a same-day settlement arrangement. Bank will honor Items which are properly payable, but shall have no obligation to pay any Item should sufficient immediately available funds to cover such Items not be transferred to the Controlled Disbursement Account in accordance with these Service Terms and the Account Documentation.
3. **Over-the-Counter Presentment.** Bank may, without liability to Customer, refuse to pay any Item drawn on a Controlled Disbursement Account presented for encashment at any of the Bank's branch locations.
4. **Funding Account for Controlled Disbursement.** Customer will maintain with Bank a designated account for purposes of funding the Controlled Disbursement Account, or the funding account may be maintained at an affiliated bank or other financial institution (the "Funding Account"). Customer authorizes Bank to debit the Funding Account for the total amount of the Items presented and any funds transfers against the Controlled Disbursement Account, and to promptly transfer such amount to the Controlled Disbursement Account even though such a debit may bring about or increase an overdraft. All funds transfers from the Funding Account to the Controlled Disbursement Account shall be in immediately available funds. Customer will maintain sufficient available funds in the Funding Account to cover Items and funds transfers presented against the Controlled Disbursement Account, and the Bank shall have no obligation to transfer funds, process Items for payment or complete any funds transfers unless there are sufficient available funds in the Funding Account. The Bank is authorized to debit the Funding Account for any obligations owed directly or indirectly on the Controlled Disbursement Account. The Bank shall not be liable for failure to pay any Item presented for payment against any Controlled Disbursement Account due to insufficient funds in the Funding Account.
5. **Media.** Bank will transmit to Customer by the transmission method or media agreed to by Customer and Bank information regarding Customer's Controlled Disbursement Account.
6. **Routing Transit Number.** Customer will use the designated controlled disbursement account routing transit number on the Items it issues from the Controlled Disbursement Account. Customer acknowledges that if it fails to use such designated controlled disbursement account routing transit number the Bank is authorized to terminate this Service or any of its features upon notice to the Customer.
7. **Financial Condition.** In the event of the deterioration of the financial condition of the Customer, as determined in the Bank's sole discretion, the Bank may immediately terminate the Service, any of its features, and/or may convert any Controlled Disbursement Account to a stand-alone demand deposit account upon notice to the Customer.
8. **Third Party Usage.** Customer agrees that it will not permit a third party to write checks on or otherwise issue payment transactions or instructions on Customer's Controlled Disbursement Account. Customer assumes responsibility and will reimburse the Bank for all actions,

claims, demands, losses, liabilities or expenses whatsoever, resulting directly from Customer's breach of this Section 8. This reimbursement obligation shall survive the termination of these Service Terms. Notwithstanding anything to the contrary, Customer acknowledges that, if Customer breaches this Section 8, Bank may immediately terminate this Service or any its features upon notice to the Customer.

I. Client Access

1. Service. The Bank will provide a service (the "Service") for electronic access to the Customer's account information, reports and data (collectively, "Data") and for the electronic transmission to the Bank of messages, service requests, and payment and non-payment instructions (each an "Instruction") and from the Bank of messages, notifications and alerts, via online, host-to-host/file transfer and mobile channels. The Bank reserves the right to modify the applications and products (each an "Application") available via the Service, upon notice to the Customer. The Bank will endeavor to provide prior notice of such modifications to the extent reasonably practicable under the circumstances, taking into consideration the business, security, and regulatory environment that underpins the change and the impact upon the Customer's continued usage of the Service.

2. Security Procedures.

2.1. The security procedure for accessing the Service via the online and mobile channels includes an identification code and confidential password, and for certain functions, the use of a Bank issued or approved security device ("Security Device"), provided that the mobile channel allows for the use of a biometric identifier instead of a Security Device and identification code. The security procedure for accessing the Service via the host-to-host/file transfer channel includes the use of a Certificate, as set forth in Section 8 below. The Customer shall be bound by and adhere to the security procedures for use of the Service advised to it in writing through any medium by the Bank, as may be revised from time to time upon notice to the Customer, including without limitation the procedures set forth herein. The Customer shall notify the Bank immediately of loss or theft of a Security Device, any unauthorized use of a Security Device, or any other breach of security, including the compromise of a Certificate (as defined below). The Bank may dishonor or disable any Security Device at any time and will inform the Customer of the same.

The Customer accepts that any use of the Service in compliance with a Bank issued security procedure is deemed to be carried out directly by and on behalf of the Customer. The Customer will undertake reasonable precautions to safeguard all Security Devices and instruct each Authorized User, as defined in Section 2.3 below, to do the same. The Customer will be responsible for ensuring that the Security Devices are known to and used only by Authorized Users.

2.2. The Customer shall designate security administrators who shall have equal authority in accordance with the administrative control procedure for each Application and/or the authority to add, update or delete security keys in connection with the host-to-host/file transfer channels. The Customer will notify the Bank of any change in security administrators in the manner and form designated by the Bank. Any such changes shall be effective at such time as the Bank has received such notice and has had a reasonable opportunity to act upon it.

2.3. The security administrators shall be responsible for (i) designating individuals as users ("Authorized Users"); (ii) identifying the functions of the Service, including the Mobile Application (as defined below), that each user may access; (iii) requesting, creating, controlling, disseminating, and/or canceling user entitlements; (iv) receiving and distributing materials, notices, documents and correspondence relating to the security procedures; and (v) advising each user of his/her obligations hereunder or under any of the other applicable Service Terms, and/or the Account Terms ("Account Documentation"). The security administrators shall provide to the Bank, upon the Bank's request, a list of Authorized Users. In the absence of a valid designation of a security administrator at any time, the Bank may deliver Security Devices and materials to any person authorized to act on behalf of the Customer with respect to the accounts.

3. Open Network Access; Equipment. The Customer acknowledges that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the Internet, and the Customer assumes all such risks, subject to the limitations of the Master Agreement. The Customer shall make an independent assessment of the adequacy of the Internet and the Bank's security procedures. The Customer further acknowledges that its selection of and use by it of any such selected third party security and communications software and third party service providers is the sole responsibility of the Customer, and the Bank disclaims all risks related thereto, notwithstanding that the Bank may recommend certain security and/or communications software and services. The Customer will, at its sole expense, procure and maintain all hardware, browsers, software and telecommunications equipment necessary to access the Service in accordance with the Bank's recommended system configuration.

4. Instructions; Data.

4.1. The Customer shall be solely responsible for the genuineness and accuracy, both as to content and form, of all Instructions properly received by the Bank.

4.2. The Customer acknowledges that Data may not have been reviewed by the Bank, may be inaccurate, and may be periodically updated and adjusted. The Bank is not obligated to assure the accuracy of Data and will not be liable for any loss or damage arising out of the inaccuracy of Data. Further, unless and to the extent expressly required otherwise by law, the Bank shall have no liability for the receipt or viewing by any party of Data sent to the destinations designated by the Customer, including but not limited to email addresses, fax and telephone number(s).

4.3. The Customer acknowledges that the Secure eMail Application is not intended for the transmission of Instructions to transfer cash, securities or other assets. The Customer shall not transmit, and the Bank shall have no obligation to act upon, any such Instructions transmitted through Secure eMail.

5. Customer Representations. The Customer represents to the Bank that: (i) prior to submitting any document which designates Authorized Users, the Customer shall obtain from each individual referred to in such document all necessary consents to enable the Bank to process the data set out therein for the purposes of providing the Service; (ii) the Customer has accurately designated in writing the geographic location of its Authorized Users and shall provide all updates to such information; and (iii) the Customer shall not access the Service from any jurisdiction which the Bank informs the Customer or where the Customer has knowledge that the Service is not authorized and, further, will not access the Service outside of the boundaries of the United States of America and its territories. The Customer hereby represents to the Bank that it has requisite authority to accept and be bound by these Terms.

6. Miscellaneous. If and to the extent that there is a conflict between the Account Documentation and these Service Terms, the provisions of these Service Terms shall prevail.

These Service Terms shall be governed by and construed in accordance with the laws of the State of Colorado, USA (without reference to the conflict of laws rules thereof).

7. Mobile Application. The Service is available via a Bank mobile application (any such application, including released modifications, updates, upgrades, successor and substitute software programs as may have been provided by the Bank to the Customer, a "Mobile Application").

7.1. Accepting use of the Bank's SMS Text Notification Service and/or the Mobile Application service constitutes the Customer's authorization for the Bank to send Data, message notifications and alerts through any communication service providers, including both Internet and telecommunications providers, which shall each be deemed to be acting on the Customer's behalf for purposes of sending and receiving such Data, notifications and alerts and shall not be deemed to be acting as agent for the Bank. The Bank's transmission and/or receipt of Data, notifications, and alerts through such communication service providers shall be deemed to be its transmission of the same to, or receipt of the same from, Customer. Such providers may not encrypt communications.

7.2. Authorized Users may be required to accept an application agreement or license in order to download the Mobile Application. The Customer acknowledges that the Master Agreement and, to the extent not in conflict with the Master Agreement, the Account Documentation shall in all cases govern the provision of these services.

7.3. The Customer acknowledges that the Bank shall not be liable for any delays in any Data, message notification or alert delivered via any mobile device.

8. Host-to-Host/File Transfer Services. The Service is available via host-to-host/file transfer Services. The Customer and the Bank will use the following procedures for digital-signature public key management using a certificate ("Certificate").

8.1. The Bank shall have the right to rely on any request relating to and in connection with the host-to-host/file transfer channels that the Bank believes in good faith to have been sent by a security administrator, notwithstanding that such security administrator may be a third party acting on behalf of the Customer.

8.2. All requests to add, update or delete security keys will be coordinated through the Customer's Customer Service Officer (or other designated Bank representative as the Bank may direct).

8.3. Customer shall provide a request and supplementary material (such as a text file or other physical representation of the public security keys of the relevant Certificate) in accordance with the Bank's administrative control procedures of the action to be taken, a request for a suggested date and time the action is to be taken, and an attached file containing the Certificate. The Bank shall effect such change requests within a reasonable period of time; however, such requests must be received at least two U.S. banking days prior to the security key implementation date.

8.4. Upon receipt of Customer's request, the Bank will validate the request. Upon successful confirmation, the Bank will reply confirming receipt of the security key file and the scheduled date and time for the action to take place. Requests for security key additions, updates or deletions will be actioned during the course of normal business hours, Monday through Friday, 8:30 AM – 5:30 PM Eastern Time (United States). The Bank shall not take any action until a request has been received from the Customer which the Bank acting in good faith believes to be an authorized request, in the form the Bank advises the Customer.

8.5. The Customer will abide by Bank's administrative control procedures for security Certificates, including the following:

- (i) Certificates must have a validity period of one to two years.
- (ii) No Certificate shall be accepted unless it adheres to the following cryptographic specification:
 - Message digest: SHA-1
 - Asymmetric algorithm: RSA
 - Asymmetric algorithm key length: 2048 bits or more

Notwithstanding any notifications from the Bank regarding the Customer's impending Certificate expiration, the Customer acknowledges that it is the Customer's sole responsibility to update the Certificate prior to its expiration date. The Bank shall have no liability for any loss or damage (including, for the avoidance of doubt, any indirect, special, punitive or consequential damages or losses) arising from the Customer's failure to timely update its Certificate. To allow for proper execution of administrative control procedures, and to prevent any lapse in service or emergency procedures, the Customer must request a Certificate change at least 30 days prior to actual Certificate

expiration.

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INTRODUCTION

This document (the "Account Terms"), contains the general terms, conditions and other disclosures for the accounts and services selected by the Customer and constitutes an agreement between the Bank and the Customer. References to "the Bank", when used in the Account Terms, shall mean **JPMorgan Chase Bank, N.A.**, and any of its affiliates or subsidiaries. References to the "Customer" in the Account Terms mean the governmental, nonprofit, or business entity to which the Bank, as an independent contractor, provides accounts and services. All accounts subject to the Account Terms are, regardless of their location, referred to in this document as "Accounts". The Account Terms may be supplemented or amended by existing or future agreements, terms, conditions and notices, including, but not limited to any terms contained in an account application, country addendum, signature card or similar document for an Account or arrangements regarding specific types of Accounts or services ("Services") offered by the Bank, as described herein or which by their terms ("Service Terms") are subject to the Account Terms. By signing the signature card, and the Master Agreement, the Customer agrees to the Account Terms and such supplements, amendments, agreements, terms, conditions, notices or Service Terms, as applicable, subject to the following sentence. Any amendment or supplement to these Account Terms that would increase Customer's liability; that would have a material adverse effect on Customer; or that conflicts with the terms of the Master Agreement; shall be required to be signed by both parties hereto in order to be effective. While the Master Agreement executed by Customer and the Bank, which reflects a commencement date of January 1, 2014 includes and incorporates by reference the Account Terms and Service Terms, references herein to the "Master Agreement" will be deemed to refer to such executed agreement, independent from the Account Terms and Service Terms.

The Accounts established with the Bank are subject to the Account Terms and relevant Account documentation, which shall include jurisdiction specific provisions set forth in an account application or country-specific addendum for the jurisdiction in which the Accounts are held (collectively, "Account Documentation"). The Customer shall not transfer any of its rights and obligations in an Account or with respect to a Service, or create any form of security interest over such rights and obligations in an Account, without the prior written consent of the Bank.

The Account Terms or Service Terms may vary applicable law or regulation to the extent not prohibited under any such law or regulation. Any provision of applicable law or regulation that cannot be varied shall supersede any conflicting term of the Account Terms or Service Terms.

1. Authorized Persons.

- 1.1 The Bank is authorized to rely upon any document that indicates the person authorized to act on behalf of the Customer ("Authorized Person") with respect to the Accounts and Services, until the authority for such Authorized Person is withdrawn by the Customer upon written notice to the Bank, and the Bank has had a reasonable opportunity to act on the termination instruction. The Customer will provide specimen signatures of such Authorized Person to the Bank in the manner requested by the Bank.
- 1.2 Each Authorized Person, subject to any written limitation provided by the Customer and received and accepted by the Bank, is authorized on behalf of the Customer to: open, operate and close Accounts; overdraw Accounts as permitted by the Bank; appoint and remove Authorized Persons; execute or otherwise agree to any form of agreement relating to the Accounts or Services, including, without limitation, Account Documentation; execute other undertakings to the Bank in relation to other financial transactions, or in relation to missing documents; draw, accept, endorse or discount checks, drafts, bills of exchange, notes and other financial instruments ("Items"); receive materials related to security procedures; and give instructions ("Instructions"), including, without limitation, requests and payment orders, by means other than the signing of an Item, with respect to any Account transaction. Without limitation, such Instructions may be given singly or otherwise regarding: (i) the payment, transfer or withdrawal of funds by wire, computer or other electronic means, or otherwise; (ii) money, credits, items or property at any time held by the Bank for account of the Customer; or (iii) any other transaction of the Customer with the Bank.
- 1.3 If the Customer provides the Bank with facsimile signature specimens, or if the Customer issues Items with a facsimile signature on one or more occasions, the Bank is authorized to pay Items signed by facsimile signature (including, but not limited to, computer generated signatures) if the actual or purported facsimile signature, regardless of how or by whom affixed, resembles the specimens filed with the Bank by the Customer, or resembles a specimen facsimile signature otherwise employed for the Customer's benefit.
- 1.4 The Customer represents that, prior to submitting any document or information, including through any electronic transmission, which designates the persons authorized to act on the Customer's behalf, including as a user of the Bank's electronic access systems, the Customer shall obtain from each individual referred to in such document all necessary consents to enable the Bank to process the data set out therein for the purposes of providing the Service.

2. Instructions; Security Procedures.

- 2.1 The Bank and the Customer may from time to time agree upon a security procedure to be followed by the Customer upon the issuance of an Instruction and/or by the Bank upon the receipt of an Instruction, so as to enable the Bank to verify that such Instruction is effective as that of the Customer. A security procedure may require the use of algorithms or other codes, identifying words or numbers, encryption, call back procedures or similar security devices. It is understood that such security procedure is designed to verify the authenticity of, and not to detect errors in, Instructions. The Customer will undertake reasonable precautions to safeguard such security procedure and will make it available only to persons duly authorized. Any Instruction, the authenticity of which has been verified through such security procedure, shall be effective as that of the Customer, whether or not authorized. An authenticated SWIFT or host-to-host (secure communications channel for data transfer) message issued to the Bank in the name of the Customer shall be deemed to have been given by an Authorized Person. The Customer shall be bound by and adhere to the security procedures for use of the Service advised to it in writing or electronically by the Bank,

as may be revised from time to time upon notice to the Customer.

- 2.2** If the Customer, other than with respect to security procedures, chooses to confirm an Instruction, any confirmation must be clearly marked as such, and, if there is any discrepancy between an Instruction and a confirmation, the terms of the Instruction shall prevail. Subject to Section 5.6, the Bank may, at its option, use any means to confirm or clarify any request or Instruction, even if any agreed security procedure appears to have been followed. The Bank is not obligated to confirm any Instructions. If the Bank is not satisfied with any confirmation or clarification, it may decline to honor the Instruction.
- 2.3** This Section 2.3 shall govern arrangements where the Customer authorizes the Bank to allow a third party (a "Third Party") to access and provide Instructions against an Account, including, without limitation, to initiate payments and transfers against an Account. The Customer may request that the Bank provide access to an Account to a Third Party by submitting an access request in a form acceptable to the Bank (an "Access Request").
- (a) The Customer confirms that the Third Party, as set forth in the Access Request, is authorized by the Customer to issue Instructions to the Bank and to access and receive balance and transaction information (including without limitation account statements, information reporting and transaction advices) in relation to an Account via any method of communication, including but not limited to the Bank's electronic channels, facsimile transmission, in writing, by telephone and SWIFT (each a "Delivery Method").
 - (b) Subject to the Third Party's completion of appropriate documentation (as may be required by the Bank), the Third Party may issue Instructions and access the Account as contemplated hereunder. The Bank is authorized to act upon any Instruction that it receives from the Third Party on behalf of the Customer, regardless of the identity of the individual transmitting the Instruction and without any further authority from or reference to the Customer, provided that the Instruction is verified pursuant to the agreed upon security procedures, and notwithstanding that the Instruction may result in an overdraft of an Account. The Customer acknowledges that the Bank is authorized to act upon any Instructions purported to be given by any signatory of the Third Party who has been nominated by the Third Party in a form acceptable to the Bank, and such signatory of the Third Party shall be deemed an Authorized Person with respect to the provisions of these Account Terms relating to the use of Accounts and the giving of Instructions with respect to the Accounts. The Bank is authorized to act upon any Instructions received via any of the SWIFT BIC codes specified in an Access Request whether or not such SWIFT BIC codes are associated with the Customer or the Third Party.
 - (c) Instructions given by the Third Party with respect to an Account pursuant to the terms of this Section 2.3 shall be deemed to be Instructions or communications given on behalf of the Customer for all purposes of these Account Terms.
 - (d) The Customer may revoke an Access Request at any time by giving the Bank written notice of such revocation. The notice of revocation shall be sent to the address of the Bank officer or service representative managing the Account or to any other address notified by the Bank to the Customer from time to time. The Bank shall have a reasonable time to act on any notice received.

3. Deposits.

- 3.1** All Items deposited or cashed are received for collection only, and are received subject to final payment. The Bank may agree with other banks and clearing houses to vary procedures regarding the collection or return of Items, and deadlines to the extent permitted by applicable law or practice. The Bank chooses the method of collecting Items and may use other banks in the process. The Bank will present Items in accordance with the custom and practice of the jurisdiction in which the Items are collected. The Bank is not responsible for actions taken by other banks, nor for the loss or destruction of any Item in the possession of other banks or in transit. The Customer will use reasonable efforts to assist the Bank in locating or obtaining replacements of Items lost while in the Bank's possession.
- 3.2** Credits and deposits to an Account will be available in accordance with the Bank's attached availability policy and in accordance with applicable laws. If the Bank credits an Account: (i) in contemplation of receiving funds for the Customer's credit and those funds are not actually received by the Bank, or (ii) in reliance on a transaction which is subsequently returned, reversed, set aside or revoked, or if the Bank does not receive funds for the Customer's credit for value on the date advised by or on behalf of the Customer, or if final settlement is not received by the Bank for any reason, then the Bank shall be entitled to debit any Account of the Customer with the amount previously credited and/or with any other charges incurred, even if doing so creates or increases an overdraft.
- 3.3** If an Item is processed by the Bank on a collection basis, the Bank may defer credit or payment for a reasonable time, in accordance with its practices, without dishonor; and the Bank shall not be obligated thereon until it has remitted final payment.

4. Payment of Items.

- 4.1** The Bank is authorized to pay any Item drawn on the Account, in accordance with the Bank's usual procedures provided that the same are permissible under applicable law, including, without limitation, any item that purports to be a substitute check. The Bank is authorized to debit the Account on which the Item is drawn on the day the Item is presented, certified or accepted, or at such earlier time that the Bank receives notice by electronic or other means that an Item drawn on an Account has been deposited for collection. The Bank, in accordance with applicable bank regulatory guidelines, may determine Account balances in order to decide whether to dishonor an Item for insufficient funds at any time between receiving such presentment or notice and the time of the return of the Item, and need make no more than one such determination. Notwithstanding the foregoing, as long as the Customer is utilizing Bank's check fraud prevention services, the service terms for such services will apply.

- 4.2** The Bank is authorized to pay all Items presented to it or cashed at the Bank, regardless of amount and without inquiry as to the circumstances of issue, negotiation or endorsement or as to the disposition of proceeds, even if drawn, endorsed or payable to cash, bearer or the order of the signer or any Authorized Person or to a lender in payment of that individual's obligations.
- 4.3** The Customer shall promptly notify the Bank if it becomes aware that any Items (whether completed or blank) are lost or stolen. The Customer shall not use its Account to allow any third party to issue checks or otherwise use the Account unless specifically agreed to in writing by the Bank. The Customer shall not issue Items that are post-dated, and the Bank shall not be liable for any damages caused by premature payment or certification of a post-dated Item. Further, the Customer shall not put any condition, restriction or legend on any Item, and the Bank is not required to comply with any such condition, restriction or legend.
- 4.4** The Bank may process any Item by electronic means. All Items the Customer draws against any Account must comply with the Bank's check specifications and image standards, published from time to time, and industry standards. Subject to the terms of the Master Agreement, the Bank shall not be liable for damages or losses due to any delay or failure in procuring, collecting or paying Items to the extent such delay or failure is caused by nonconformance with such specifications or standards, except to the extent such losses or damages are the direct result of the Bank's negligence or willful misconduct

5. Funds Transfer Instructions.

- 5.1** The Customer may issue funds transfer Instructions against Accounts, subject to the Bank's acceptance. Funds transfer Instructions will be received, processed and transmitted only on the Bank's funds transfer business days, and within the Bank's established cut-off hours on such days. Communications requesting cancellation or amendment of payment orders must be received at a time and in a manner affording the Bank a reasonable opportunity to act on the communication. The Customer may reverse, amend, cancel or revoke any Instructions only with the consent of the Bank and the beneficiary's bank. The Bank will debit the Account for the amount of each funds transfer Instruction accepted by the Bank. In processing the funds transfer, other banks may deduct fees from the payment order issued to them. No restrictions upon the acceptance of funds transfer Instructions by the Bank or upon the Accounts that the Bank may debit shall be binding unless agreed to by the Bank in writing. The Bank shall not be required to inquire into the circumstances of any transaction.
- 5.2** Notwithstanding any Instructions by the Customer to the contrary, the Bank reserves the right to use any funds transfer system and any intermediary bank in the execution of any funds transfer Instruction and may otherwise use any means of executing the funds transfer Instruction which the Bank deems reasonable in the circumstances.
- 5.3** In connection with any funds transfer, the Bank and other financial institutions may rely upon the identifying number of the beneficiary, the beneficiary's bank or any intermediary bank included in the funds transfer. Also, the beneficiary's bank in the funds transfer Instruction may make payment on the basis of the identifying number even though it identifies a person different from the named beneficiary. Accordingly, the Customer shall be responsible for the consequences of any inconsistency between the name and identifying number, as instructed, of any party in such a funds transfer Instruction except to the extent that the name and number inconsistency is caused by the Bank, in failing to transmit the name and identifying number as provided by Customer.
- 5.4** The Customer agrees that it will not initiate a payment out of any Account that requires a foreign exchange conversion, provided that if the Customer elects to initiate such a payment it will notify the Bank so that terms governing the foreign exchange conversion can be agreed to by the Bank and the Customer prior to such conversion.
- 5.5** Unless the Customer and the Bank have agreed in writing to an alternate security procedure, the authenticity of oral or written (including those transmitted by facsimile) funds transfer Instructions may, at the Bank's discretion, be verified by telephonic call-back confirmation with an Authorized Person. The Customer accepts that this security procedure is commercially reasonable for such Instructions. The Customer further will be bound by such funds transfer Instructions, whether or not authorized, if issued in the name of the Customer using such security procedure.

6. Interest; Fees; Taxes.

- 6.1** The Bank may pay interest on certain balances in interest-bearing Accounts at a rate determined by the Bank. The Bank may adjust interest paid (or principal, if permitted by law) and/or impose any charges on time deposit Accounts or fixed term Accounts from which withdrawals are made prior to maturity. Early withdrawal charges may require a reduction in the principal amount if the amount of accrued and unpaid interest on the deposit is less than the charge. Where the Bank makes a payment of interest to the Customer, the Bank is authorized to deduct or withhold any sum on account of any tax required, or which in its view is required, to be so deducted or withheld or for which it is in its view liable or accountable by law or practice of any relevant revenue authority of any jurisdiction and in each case in accordance with the Bank's usual and customary business practice and the Bank shall pay the net amount of the interest to the Customer.
- 6.2**
- (a) The Bank may impose, charge and pass-through fees and/or charges for Accounts and Services provided by the Bank to the extent set forth in the Master Agreement (collectively "Fees"). The Customer will pay all Fees in the manner set forth in the Master Agreement. The Bank may from time to time receive commission, rebate or similar payments from other banks or third parties which may derive from a portion of the Fees ultimately borne by the Customer.

(b) Except as otherwise provided in the Master Agreement, if any deduction or withholding is required by law in respect of any payment due to the Bank, the Customer shall:

- (i) ensure that the deduction or withholding is made;
- (ii) pay the full amount deducted or withheld to the applicable authority in accordance with applicable law;
- (iii) if the payment is to be made by the Customer, increase the payment in respect of which the deduction or withholding is required so that the net amount received by the Bank after the deduction or withholding shall be equal to the amount which the Bank would have been entitled to receive in the absence of any requirement to make any deduction or withholding; and
- (iv) deliver to the Bank, within thirty days after it has made the payment to the applicable authority, a certified copy of the original receipt issued by the authority, evidencing the payment to the authority of all amounts required to be deducted or withheld.

6.3 Except to the extent inconsistent with the terms of the Master Agreement and the Customer's status as a tax exempt municipal government, in addition to any Fees or other amounts due, the Customer will pay or reimburse the Bank for any legally charged taxes (including, but not limited to, value added taxes, sales taxes and similar taxes), levies, imposts, deductions, charges, stamp, transaction and other duties and withholdings (together with any related interest, penalties, fines, and expenses) in connection with the Account or Services (including payments or receipts to an Account) except if imposed on the overall net income of the Bank. The Customer will provide the Bank such documentation, declarations, certifications and information as the Bank may require in connection with taxation and represents that such information is true and correct in every respect and shall immediately notify the Bank if any information requires updating or correction. Following receipt of applicable sales and use tax exemption certificates, the Bank will not pass-through such taxes from the jurisdiction granting such exemptions.

7. Account Statements.

The Bank will issue Account statements, confirmations, or advices ("Account Statements") at the frequency and in the manner advised to the Customer from time to time. The Customer is responsible for ensuring that an Authorized Person promptly examines each Account Statement and any accompanying Items which it receives or is made available to it by the Bank, and reporting any irregularities to the Bank in writing, including any claim of improper or unauthorized funds transfer activity. The Bank shall not be responsible for the Customer's reliance on balance, transaction or related information that is subsequently updated or corrected or for the accuracy or timeliness of information supplied by any third party to the Bank. Internet Account Statements or electronic Account Statements, if applicable, shall be deemed by the Customer and the Bank to be available to the Customer when the Account Statements are posted on the Internet and the Bank sends an electronic mail notification of availability to the Customer, or when the Bank sends the electronic Account Statement to the Customer. For purposes of determining when an Item is sent to the Customer, an image of an Item or information identifying the Item (i.e. Item number, amount and date of payment) is a sufficient substitute for the actual Item.

8. Overdrafts.

8.1 The Bank may debit the Account even though the debit may bring about or increase an overdraft. Unless otherwise agreed in writing, any overdraft shall be immediately due and payable by the Customer to the Bank. If the Bank permits an overdraft, the Bank is authorized to charge interest on the amount of the overdraft as long as the overdraft is outstanding, at the rate or amount specified in the Master Agreement, up to the maximum rate permitted by law at the time of the overdraft or at the specific rate agreed in writing between the Customer and the Bank. Subject to applicable laws and regulations and the Master Agreement, interest shall remain applicable to any negative balance in the Account notwithstanding closure of the Account and/or termination of these Account Terms. Unless agreed in writing, the Bank is under no obligation to permit any overdraft or to continue to permit overdrafts after having permitted an overdraft, notwithstanding any prior action or course of dealing.

8.2 When Items and other debits to the Account are presented to the Bank for payment on the same day and there are insufficient available funds in the Account to pay all of these transactions, the Bank may choose the order in which it pays transactions, including, without limitation, the largest transaction first or any other order determined by the Bank, in its sole discretion.

9. Bank Agents; Information.

The Customer authorizes the Bank to retain third parties to act as Bank agents to perform data processing, collection and other services in connection with the Accounts and Services. The Customer authorizes the Bank and its affiliates to disclose Account Documentation, information with respect to accounts and services provided to the Customer, any banking transaction, or the Customer itself, if such disclosure is: (i) necessary or desirable, in the Bank's opinion, for the Bank to perform its duties or exercise its powers and rights; (ii) to a proposed assignee of the rights of the Bank; (iii) to a branch, affiliate, subsidiary, employee or agent of the Bank or to its auditors, regulators or legal advisers; (iv) to the auditors of the Customer; (v) to branches, subsidiaries and affiliates for compliance with "know your customer" requirements for purposes of providing products and services to the Customer; or (vi) permitted or required by applicable law, regardless of whether the disclosure is made in the country in which the Customer resides, in which the Account is maintained, or in which the transaction is conducted. For the avoidance of doubt, the Bank may disclose, or may instruct its affiliates to disclose, such documentation and information in accordance with the terms set out herein. The Customer accepts that such disclosures by the Bank and its affiliates may be transmitted across national boundaries and through networks, including those owned by third parties.

10. Notices.

All Account Statements and notices may be sent to the Customer by ordinary mail, courier, facsimile transmission, electronic transmission (including but not limited to SWIFT communication), through internet sites, or by such other means as the Customer and the Bank agree upon from time to time, at the address of the Customer on the books and records of the Bank. Unless otherwise arranged, all notices to the Bank must be sent to the Bank officer or service representative managing the Account, and must be sent by ordinary mail, by courier, by facsimile transmission, by electronic transmission or by such other means as the Customer and the Bank agree upon from time to time. The Bank shall have a reasonable time to act on any notices received.

11. Account Disclosures.

- 11.1** To the extent such action is in accordance with reasonable bank practices, the Bank may return or refuse to accept all or any part of a deposit or credit to an Account, at any time, and will not be liable to the Customer for doing so, even if such action causes outstanding items to be dishonored and returned, or payment orders to be rejected. Refused deposits will be returned to the Customer.
- 11.2** The Bank may refuse to allow a withdrawal from any Account where: (i) there is a dispute about the Account (unless a court or other competent authority has ordered the Bank to allow the withdrawal); (ii) a legal garnishment or attachment is served, including, but not limited to, a levy, restraining notice or court order; (iii) the Account is being used as collateral to secure a debt and the collateral agreement prohibits such withdrawals; or (iv) Account Documentation has not been presented.
- 11.3** Any amount standing to the credit of any Account with the Bank is payable exclusively at a branch in the country at which the Account is held; however, payment may be suspended from time to time in order to comply with any law, regulation, governmental decree or similar order, in any jurisdiction, for the time period affecting the Bank, its officers, employees, affiliates, subsidiaries, agents or correspondents. The Customer acknowledges that deposits held in a branch of the Bank located outside the United States are not payable in the United States and: (i) are not insured by the Federal Deposit Insurance Corporation or any other United States governmental agency; (ii) are subject to cross-border risks; and (iii) have a lesser preference as compared to deposits held in the United States in the event of a liquidation of the Bank.

12. Governing Law and Venue.

The Account Terms, the relevant Account Documentation and the rights and obligations of the Customer and the Bank in respect of each Account shall be governed by and construed in accordance with applicable federal law, the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted or promulgated pursuant to the Charter and Revised Municipal Code. Venue for any legal action arising hereunder will be in the District Court of the State of Colorado Second Judicial District or, if the jurisdictional prerequisites are met, in the U.S. District Court for the District of Colorado.

13. Miscellaneous.

- 13.1** To the extent permitted under the Master Agreement, the term Bank shall include any successors of the Bank including, without limitation, an assignee or successors of JPMorgan Chase Bank, N.A. or any affiliate or subsidiary of such bank or any person who, under the laws of the jurisdiction of incorporation or domicile, has assumed the rights and obligations of the Bank, affiliate or subsidiary hereunder or to which under such laws the same have been transferred, pursuant to the Master Agreement.
- 13.2** Any terms of any supplement, amendment, Service Terms or notice that are inconsistent with a provision of the Account Terms shall supersede the Account Terms' provision for purposes of the particular account or Service which is the subject thereof. The Account Terms supersede and replace any other account conditions previously sent to the Customer, but shall not supersede or replace any inconsistent provisions of the Master Agreement.
- 13.3** Section headings are for convenience only and shall not affect the meaning of the Account Terms. If any provision of the Account Terms shall be held to be illegal, invalid, or unenforceable the validity of the remaining portions of the Account Terms shall not be affected.
- 13.4** The Customer represents that it shall comply with all applicable laws and regulations. The Bank is required to act in accordance with Bank policies, the laws and regulations of various jurisdictions relating to the prevention of money laundering and the implementation of sanctions, including but not limited to regulations issued by the U.S. Office of Foreign Assets Control. The Bank is not obligated to execute payment orders or effect any other transaction where the beneficiary or other payee is a person or entity with whom the Bank is prohibited from doing business by any law or regulation applicable to the Bank, or in any case where compliance would, in the Bank's opinion, conflict with applicable law or banking practice or its own policies and procedures. Where the Bank does not execute a payment order or effect a transaction for such reasons, the Bank may take any action required by any law or regulation applicable to the Bank including, without limitation, freezing or blocking funds. Transaction screening may result in delays in the posting of transactions and/or funds availability.
- 13.5** The Bank may change or update these Account Terms or impose other restrictions on the Accounts or Services, as the Bank deems necessary in the course of its business, at any time, by the sending of notice by means of ordinary mail or through electronic channels, provided that any change in these Account Terms or Service Terms that would increase Customer's liability; that would have a material adverse effect on Customer; or that conflicts with the terms of the Master Agreement requires the written amendment signed by both parties in order for such change to be effective. Changes to the Account Terms which are required by law may be implemented immediately or as required by law. The Bank may waive any of these Account Terms, but such waiver shall apply only on that occasion. Such waiver shall not constitute a waiver of any other provision of the Account Terms or Account Documentation. Any such waiver shall not affect the Bank's right to

enforce any of its rights with respect to other customers or to enforce any of its rights with respect to later transactions with Customer and is not sufficient to modify the terms and conditions of the Account Terms or Account Documentation.

- 13.6** The Customer agrees at its sole expense: (i) to advise each of its employees, officers, or other persons accessing any Service by or on behalf of Customer ("Users") of their obligations under the Account Terms or under any Service Terms or ancillary Service material, including, but not limited to, the obligation to refrain from using the Service via the Internet in the countries identified by the Bank; and (ii) to provide the Bank with all information reasonably necessary to setup and provide Services for the Customer, including, but not limited to, advising the Bank of the countries from which Users will access any Service via the Internet. Customer shall promptly provide the Bank with a notice of any claims it receives regarding a Service.
- 13.7** The Bank or the Customer, at its sole discretion, may make recordings and retain such recordings of telephone conversations between the Customer and the Bank.
- 13.8** All payment Instructions, whether Items, payment orders or otherwise, are subject to applicable law and payment system rules.
- 13.9** The Bank may retain copies (paper, electronic or otherwise) of any documents or Items relating to the Accounts and Services in a form preserving an image of any such documents or Items, including signatures, or a regular business record and discard the original documents or Items. The Customer hereby will not object to the admissibility of such records in lieu of their paper equivalents for any purpose and in any forum, venue or jurisdiction, on the grounds that such records are electronic or bear electronic signature or that they are not originals or in their original form or on the basis of the Bank's role in or acquiescence to in the destruction of the originals.
- 13.10** Other than City Materials (as defined in the Master Agreement), all intellectual property rights in or relating to a Service, including any trademarks, service marks, logos, and trade names used in conjunction with a Service are the property of the Bank or its licensors and are protected by applicable copyright, patent, trademark and other intellectual property law. Except as provided herein, the Customer shall not reproduce, transmit, sell, display, distribute, establish any hyperlink to, provide access to, modify, or commercially exploit in whole or in part any part of a Service, without the prior written consent of the Bank.
- 13.11** To assist in the fight against the funding of terrorism and money laundering activities, applicable law or regulations may require financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for the Customer: When the Customer opens an account, the Bank may ask for the Customer's name, address, date of birth (for individuals), and/or other information and documents that will allow the Bank to identify the Customer. The Customer agrees that the Bank also may request and obtain certain information from third parties regarding the Customer. For purposes of this provision, the Customer, to the extent required by law or regulation, shall include any signatory on an Account. If the Customer fails to provide or consent to the provision of any such information, the Bank may close any Account or discontinue providing any Service without further notice.
- 13.12** The Customer agrees that the Bank may deliver, make available and/or make accessible terms and conditions applicable to Accounts and Services to the Customer via electronic means and channels (including but not limited to by posting such terms on a Bank website). The Bank may request that the Customer "click" its approval of such terms. Subject to applicable law and regulations and except as provided in the following sentence, the Customer's act of "clicking" its approval (or any similar act which has the same effect) with respect to any such terms will be evidence of Customer's acceptance of the applicable terms and conditions, to the same extent, and with the same force and effect, as if Customer had manually executed a written version of such terms and conditions. Notwithstanding the foregoing, no Customer acceptance will be inferred from a "click-through" approval, to the extent that the terms of the "click-through" agreement conflict with the terms of the Master Agreement or involve modifications to the Account Terms or the Service Terms that increase the liability of, or have a material adverse affect on, the Customer.

14. Disputes over Account Funds.

The Bank may refuse to pay out any money from an Account until any dispute over the deposits or funds (including, without limitation, any dispute over what persons are authorized to represent or act for the Customer) has been resolved by a court, or by agreement of the parties that is documented to the Bank's satisfaction. The Bank may file an action in interpleader with respect to any money where the Bank has been notified of disputed claims to that money. If any person asserts that a dispute exists, the Bank is not required to determine whether that dispute has merit in order to refuse to pay funds or interplead the funds. Subject to the terms of the Master Agreement, the Customer will reimburse the Bank for reasonable out of pocket costs that the Bank incurs because of any such dispute between Customer and a third party or any dispute over what persons are authorized to represent or act for the Customer.

15. Provisional Recredit.

In connection with any dispute regarding an Account, the Bank may choose to credit the Account pending completion of the Bank's investigation of the dispute. If the Bank determines that the Customer is not entitled to such credit, then, the Bank may reverse the provisional recredit to the Account, even if that reversal results in an overdraft.

ADDENDUM TO ACCOUNT TERMS | United States of America

V1.3_06_27_13

This addendum ("Addendum") supplements the Bank's Account Terms and applies solely to Accounts maintained in the United States of America ("U.S.") and to Services provided in connection with such U.S. Accounts, regardless of the location where Account Services are executed or performed. Capitalized terms used in the Addendum, not otherwise defined, have the meanings set forth in the Account Terms. By using any Account maintained in the U.S., the Customer acknowledges receipt of, and agrees to be bound by the Account Terms and this Addendum, each as may be amended or supplemented from time to time in the manner provided in the Account Terms, which, to the extent such amendment or supplement conflicts with the terms of the Master Agreement, increases the liability of, or has a material adverse affect on, the Customer, shall require a written amendment signed by both parties in order to be binding upon Customer.

The INTRODUCTION to the Account Terms is hereby supplemented with the following provision:

The Bank performs Account functions and Service activities in various locations, by various methods including electronic or automated means, and through various interbank and third party collection, payment and data arrangements, including those provided by the U.S. Federal Reserve Bank System, check truncation and image exchange systems, and collection/payment clearinghouses. These functions, services, arrangements and systems are subject to laws, federal regulations, banking system practices and procedures, operating circulars, interbank agreements, and clearinghouse and association rules (collectively, "Rules & Regulations") and the Uniform Commercial Code. Unless prohibited by applicable law, the Customer's and the Bank's respective rights and obligations arising from all such Account activities and Services shall be governed by the Uniform Commercial Code Official Text and Comments (excluding its choice of law rules) (the "UCC") applicable to funds transfers and the bank deposit, collection or payment of negotiable instruments and other items, as varied by the applicable Rules & Regulations, Account Terms and Service Terms.

Section 3 of the Account Terms (Deposits) is hereby supplemented with the following provisions:

- 3.4 The Bank may provide or make available upon request a receipt or similar document for certain deposits to the Customer's Account. However, the amount on such receipt or similar document is based solely on the deposit ticket. Credits for all deposits (whether or not accompanied by a deposit ticket), including bulk deposits, are subject to verification. Items deposited into an Account, handled for collection or exchanged for currency are received by the Bank for collection only, subject to the Bank's collection of final payment thereon. The Bank reserves the right to make adjustments to the Account for any errors, including any errors appearing on the deposit ticket or occurring during processing or otherwise, but the Bank has no obligation to do so for *de minimis* discrepancies.
- 3.5 The Bank will reject any items payable in a foreign currency that are drawn on or deposited to Customer's Accounts.
- 3.6 The Customer must place its endorsement on the back of an Item only in the area within 1.5 inches from the trailing edge of the Item. The trailing edge of the Item is defined as the left-hand edge of the check looking at it from the front. If the Customer is authorized in writing to endorse Items on the Bank's behalf, the Customer will comply with the endorsement standards of the Bank.
- 3.7 If the Customer encodes information on an Item, the Customer represents to the Bank and to all other collecting and paying banks of that Item that it is properly encoded and the Customer will be liable for any loss related to any encoding error, including any loss due to delay in processing caused by the encoding error.
- 3.8 The Customer should not use carrier documents (Items placed inside envelopes) in either high-speed forward or return cash letters. The Customer shall be solely responsible for any delays, losses or claims resulting from its use of carrier documents in high-speed forward or return cash letters. If the payor bank, drawer or payee on any Item that was deposited to Customer's Account returns the Item to the Bank, or makes a claim based on an asserted unauthorized signature or endorsement or an asserted alteration, the Bank may accept that return or pay that claim and charge any Customer Account for all or any part of the amount of the Item, even if the claim is made after final payment of the item. If the Customer deposits or cashes an Item drawn on or by the Bank and the Item or any endorsement is asserted to be forged, unauthorized or altered, the Bank may charge back all or any part of the amount of the Item, even if the charge back is made after the final payment of the item, or creates an Account overdraft.
- 3.9 The Bank may collect any Item deposited to Customer's Account by electronic means, in which case the Bank has no duty to inspect such Item during the automated deposit and collection process.
- 3.10 The Bank may agree with other banks and clearing houses to vary procedures regarding the collection or return of Items, and to vary applicable deadlines, to the maximum extent permitted by applicable Rules & Regulations, the UCC or banking practice.
- 3.11 The Customer will not deposit any substitute checks (that are not returned Items) unless the Bank expressly agrees to accept such Items for deposit. In the event the Bank processes any substitute check deposits in the absence of such express agreement, the Customer agrees that such processing shall not be deemed to be the Bank's agreement to accept any substitute checks for deposit and Customer will be solely responsible for any loss or claim in connection with that deposit.
- 3.12 The Bank is not liable for any deposit made through the use of the Bank's night depositories until the Bank issues a deposit ticket or other receipt acknowledging the deposit. The Bank's count of the amount deposited in a night depository will be conclusive. The Customer is solely responsible for any loss incurred from the disappearance, theft, or loss of any envelope, bag, or money before the Bank verifies the contents of the deposit.

- 3.13 If the Customer deposits a remotely created check ("RCC"), as such term is defined in Federal Reserve Regulation CC, the Customer represents to the Bank, with respect to each RCC, that the person on whose account the RCC is drawn, authorized the issuance of such RCC in the amount and to the payee stated on the RCC. The Customer authorizes the Bank to debit the Customer's account for the amount of any RCC that is returned as unauthorized and the Customer further will reimburse the Bank for out of pocket expenses it incurs for a breach of such representations, subject to the terms of the Master Agreement. All other Account and Service Terms governing an Item will apply to an RCC.
- 3.14 The Bank strictly prohibits the use of any Account or Card to conduct transactions (including, without limitation, the acceptance or receipt of credit or other receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful Internet gambling. The term "unlawful Internet gambling," as used in this section, shall have its meaning set forth in 12 C.F.R. Section Part 233, Section 233.2(bb). The Customer agrees not to conduct any transactions through the Account that directly or indirectly involve or are related to unlawful Internet gambling, including, without limitation, the acceptance or receipt of any funds or deposits in connection therewith.

Section 4 of the Account Terms (Payment of Items) is hereby supplemented with the following provisions:

- 4.5 The Bank may, in its discretion, cash Items drawn on an Account when presented by the holder. If a payee who is not a deposit customer of the Bank presents an Item drawn on the Account for cash, the Bank may refuse to cash the Item, or may in its reasonable discretion charge the payee a fee if the Bank does cash the Item.
- 4.6 Requirements for two or more signatures on Items drawn on the Account or limits on the amount for which any an Item can be drawn are solely for the Customer's own internal control purposes and the Bank will not be liable for paying any Item (i) lacking the required number of signatures, or (ii) drawn in an amount exceeding the maximum limit assigned to the signer, provided the Bank followed its customary procedures when paying the Items.
- 4.7 The Bank offers the Customer Services, such as Positive Pay, Reverse Positive Pay or such other successor Services, reasonably designed to detect and/or deter check fraud and reduces the likelihood that a fraudulent, unauthorized, counterfeit or altered Item will be paid. Customer agrees that if it fails to use such Services the Customer will assume the risk that Items presented for payment against its Account may be forged or altered. In that event, and subject to the Bank satisfying the standard of care imposed upon it under the Master Agreement, the Bank shall not be required to re-credit Customer's Account or otherwise be required to reimburse any losses arising from the payment of such Items to the extent the Service would likely have prevented such loss. In the event the Bank receives or is presented with Items which appear to be duplicates of each other, the Bank may return one or more of such Items.
- 4.8 The Customer assumes all responsibility and liability for any claims or losses that the Customer or the Bank may suffer as a result of the Customer's: (i) issuance of an Item in such a manner that information, marks or bands on the back of the Item obscures endorsements; or (ii) placement of an endorsement on the back of the Item which obscures other endorsements; and which thereby causes a delay in the forward and/or return processing of the Item. The Bank retains the right to refuse to accept an Item for deposit if the back of the Item is obscured.
- 4.9 If an Item issued by the Customer is transferred or negotiated outside of the U.S. and is subsequently sent to the Bank for deposit, collection or payment in the U.S., the Customer shall be deemed to make, to the Bank, the transfer and presentment warranties under the UCC, as if such Item were negotiated or otherwise transferred in the U.S.
- 4.10 A stop payment Instruction from the Customer will be effective on an Item if: (i) the Bank receives the stop payment Instruction with a reasonable opportunity to act on such Instruction, which shall be at least one (1) full Business Day following the Business Day of the Bank's confirmed receipt of the Instructions at the applicable Bank location; (ii) the Instruction is in the form required by the Bank and the information is complete; and (iii) the Item is not yet paid or cashed. For purposes of this Section, "Business Day" means a day on which the Bank is generally open for business in the jurisdiction where the Account is maintained. Stop payment Instructions on Items, unless otherwise provided, will be valid for one (1) year and will automatically renew up to six (6) additional years unless the Bank confirms receipt of the Customer's revocation of a stop payment Instruction. The Customer may request, through the Bank's call center or other authorized representative, a non-renewable stop payment, which will be effective for a 180-day period. The Bank shall not be liable for any Item properly paid or cashed prior to the effective time of a stop payment request. The Bank may properly return any item which is the subject of a stop payment request. However, the Customer acknowledges that a stop payment instruction does not limit or vary its obligation to pay the subject Item and, notwithstanding a stop payment instruction, the Bank may properly pay such an item to a person entitled to enforce it.
- 4.11 Any Item issued by the Customer drawn on its Account shall be deemed to be endorsed in the name of the payee if: the Item is endorsed or deposited into an account in a name that is substantially similar to that of the payee; the payee is a fictitious person; the Customer was wrongfully or erroneously induced to issue the Item payable to the stated payee; the deposit of the item was accomplished by an employee entrusted with responsibility for the Item or person working in concert with such an employee; or the Customer or payee failed to act with ordinary care with respect to the Item. The Bank shall not be liable for any loss arising from any such endorsed or deposited Item, or for the loss caused by the alteration or unauthorized signature on any Item issued by the Customer, unless the Customer establishes that the Bank failed to handle the Item with ordinary care, and that such failure substantially contributed to the loss. If the Bank's failure to act with ordinary care substantially contributed to the loss on the item, the loss shall be allocated between the Customer and the Bank based upon their respective failure to exercise ordinary care which contributed to the loss. For purposes of this section, "employee" shall include Customer and its independent contractors and Third Parties, and their respective employees, delivery agents, officers, directors, attorneys, fiduciaries, administrators, service providers, and other agents.
- 4.12 The Bank may process any Item for payment from a Customer Account by electronic means, in which case, the Bank's exercise of ordinary care in payment of that item does not obligate the Bank to inspect the Item during the automated payment process.

Section 5 of the Account Terms (Funds Transfer Instructions) is hereby supplemented with the following provision:

5.7 Automated Clearing House ("ACH") entries will be subject to the rules of the National Automated Clearing House Association and any other applicable Rules & Regulations. The Customer acknowledges that it will be bound by the foregoing, except to the extent expressly prohibited by law. Credit given by the Bank to the Customer for an ACH credit entry shall be provisional, until the Bank receives final payment. If the Bank does not receive final payment, the Bank may revoke the provisional credit and charge back the amount of the entry to the Account, or obtain a refund from the Customer, in which case the originator of the credit entry shall not be deemed to have paid the Customer the amount of such entry. The Bank shall not be obligated to notify the Customer of the receipt of a payment order or ACH entry for credit or debit to an Account.

Section 7 of the Account Terms (Account Statements) is hereby supplemented with the following provisions:

- 7.2 The Customer acknowledges that Account Statements and images of paid Items are available to it and are sufficient to allow it to make all inspections and reports of Account activity including errors, as required in this Section. The Bank is not required to return paid or cancelled Items with the Account Statement.
- 7.3 The Customer shall inspect each Account Statement and all payments and charges reported thereon, promptly upon receipt. The Customer must notify the Bank in writing of any unauthorized, improper, or missing endorsements within six (6) months after the date of the Account Statement on which that item was reported to have been paid. The Customer must notify the Bank in writing, within a reasonable period of time not to exceed 60 calendar days of the date of an Account Statement, of (i) the failure to receive the Account Statement, or (ii) of any errors, unauthorized payments, charges, alterations, discrepancies or irregularities reported on the Account Statement ("Errors"). The Customer must provide the Bank with all information necessary for the Bank to investigate any claim based upon an endorsement or Error, and must provide all supporting evidence that the Bank requests. If the Customer fails to comply with the notice requirements set forth above, the Bank is not required to reimburse the Customer for the Customer's claimed loss.
- 7.4 If an Account has no activity other than charges assessed or interest credited by the Bank for a period of at least six (6) months, the Bank is not required to provide an Account statement until the Account has additional activity. If an Account has no activity other than charges assessed or interest credited by the Bank for a period of at least twelve (12) months, the Customer may be unable to access the Account until appropriate contact is made between the Customer and the Bank.

Section 15 of the Account Terms (Account Disclosures) is hereby supplemented with the following provisions:

- 15.4 U.S. federal regulations limit the number of pre-authorized or automatic transfers or withdrawals or telephonic/electronic instructions (including check, draft, debit card or similar order payable to third parties) that can be made from a savings account (including a savings sub-account (as described below) and a money market deposit account) to a total of six (6) per calendar month or statement cycle or similar period. The Customer agrees to comply at all times with such restrictions. Exceeding these withdrawal limits may result in the Bank converting the savings account into a non-interest bearing demand deposit account, with any attendant changes in pricing and account terms and conditions. Further, the Bank is required by U.S. law to reserve the right to require at least seven (7) days notice prior to a withdrawal from a savings account (including a savings sub-account) or an interest-bearing negotiable order of withdrawal account ("NOW Account").
- 15.5 The Customer, if eligible, may open a NOW Account. There is no limit on the number of withdrawals that the Customer may make from the demand deposit or NOW sub-account.
- 15.6 The Bank is authorized, for regulatory reporting and internal accounting purposes, to divide an Account: (i) in the case of a demand deposit checking Account, into a non-interest bearing demand deposit sub-account and a non-interest bearing savings sub-account; (ii) in the case of a NOW Account, into an interest bearing NOW sub-account and an interest bearing savings sub-account, and, in both cases, to transfer funds on a daily basis between these sub-accounts in accordance with U.S. law at no cost to the Customer. The Bank will record the sub-accounts and any transfers between them on the Bank's books and records only. The sub-accounts and any transfers between them will not affect the Account number, balance requirement or use of the Account, except as described herein.
- 15.7 The Bank, for its administrative purposes may designate a branch of the Bank as the branch of record of an Account which may be different from the branch at which the Account is opened. This designation requires no action on the part of the Customer and will not change the Bank's operations, Services or customer support.
- 15.8 . No fiduciary, quasi-fiduciary or other special relationship exists between Bank and Customer or any third parties regarding the Accounts.

Section 16 of the Account Terms (Governing Law) is hereby supplemented with the following provisions:

- 16.1 **Section 16.1 is replaced with the following provision:** Subject to the UCC as modified by the Rules & Regulations, which shall control, and unless otherwise specifically provided in any Service Terms, the Account Terms, the Account Documentation, Service Terms, the rights and obligations of the Customer and the Bank in respect of each Customer Account maintained in the U.S. shall be governed by and construed in accordance with the laws of the State of Colorado, (without regard to its conflict of laws rules), incorporating general commercial bank practices applicable to the type of Account and Services provided to the Customer.

AVAILABILITY POLICY - FOR ACCOUNTS MAINTAINED IN THE U.S.

The Bank's policy is to make funds available to the Customer on the same, next or second business day after the day of deposit depending on the type of deposit and when the deposit is made as described below. If the Customer will need the funds from a deposit immediately, the Customer should ask the Bank when the funds will be available.

- A. Determining the Day of a Deposit.** If a deposit is made to an account on a business day before the Bank's cutoff time established for that

location (which will be no earlier than 2 p.m. local time), then the Bank will consider that day to be the day of deposit. However, if a deposit is made after the cutoff time or on a day that is not a business day, then the Bank will consider the deposit to have been made no later than the next business day. For determining the availability of deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. Availability with respect to any deposit will be determined by the location of the banking center or other facility where the deposit was received. For deposits made at the Bank's automated teller machines (ATMs) the cutoff time is 11 p.m. Eastern Time unless otherwise noted on the ATM screen.

B. Same Day Availability. Funds from the following deposits made at a banking center or at an ATM that do not require deposit envelopes will be available on the business day the Bank determines the deposit is made:

- Cash;
- Wire transfers; and
- Electronic direct deposits to an account.

C. Next Day Availability. Funds from the following deposits are available on the first business day after the business day the Bank determines the deposit is made:

- U.S. Treasury checks that are payable to the Customer;
- Checks drawn on a Bank affiliate that holds the applicable account (excluding a Controlled Disbursement site); and
- At least, the first \$200 from a day's total deposits.

If the deposit is made in person to a Bank employee, funds from the following deposits are also available on the first business day after the business day the Bank determines the deposit is made:

- State and local government checks that are payable to the Customer, if a special deposit slip, available upon request at any Bank banking center is used;
- Cashier's, certified, and teller's checks that are payable to the Customer, if a special deposit slip, available upon request at any Bank banking center, is used; and
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to the Customer.

If a special deposit slip is not used, availability of funds from these deposits will follow the schedule identified in the Availability of Other Check Deposits section below.

D. Availability of Other Check Deposits. Generally, funds from all other deposits of checks drawn on banks (as defined in Federal Reserve Regulation CC) will be available no later than the second business day after the day of deposit. Checks that require special handling may receive delayed availability. The amount of funds available to the Customer will be reduced by the amount of any deposited check that is returned unpaid. If the Bank reprocesses the check, the funds will become available no later than the second business day after the business day in which the check is reprocessed.

E. Longer Delays May Apply. In some cases the Bank may not make all of the funds that are deposited by check available. Depending on the type of check deposited, funds may not be available as set forth above. However, the first \$200 of the aggregate deposit will be available on the first business day after the day of deposit.

If the Bank is not going to make all of the funds from a deposit available at the times shown above, it will notify the Customer and specify when the funds will be available. If a deposit is not made directly to a Bank employee, or if the Bank decides to take this action after the Customer has left the premises, the Bank will mail or otherwise send the notice to the Customer by the business day after the day of deposit.

Funds deposited by check may be delayed for a longer period under the following circumstances:

- The Bank believes a deposited check will not be paid;
- Deposited checks for all of the Customer's accounts total more than \$5,000 in any one day;
- The Customer redeposited a check that has been returned unpaid;
- The Customer has overdrawn one or more of its accounts repeatedly in the last six months; or
- There is an emergency, such as failure of communications or computer equipment.

In such circumstances, funds will generally be available no later than the seventh business day after the day of deposit. Inclement weather or transportation problems may lead to additional delays under certain availability schedules. Customer may have specific availability schedules related to a banking service.

F. Special Rules for New Accounts. If the account is a new account, the following special rules may apply during the first thirty days the account is open:

- Funds from deposits of the first \$5,000 of that day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available on the first business day after the day of deposit if the deposit meets certain conditions. For example, the checks must be payable to the Customer. The excess over \$5,000 will be available no later than the ninth business day after the day of deposit. If the deposit of checks (other than U.S. Treasury checks) is not made in person to one of the Bank's employees, the first \$5,000 may not be made available until the second business day after the day of deposit; and
- Funds from all other check deposits will be made available no later than the fifteen business day after the day of deposit.

This Availability Policy and availability schedules may be changed without notice.

EXHIBIT B

(Exhibit follows)

Pro Forma Analysis

J.P.Morgan

Exhibit B

to the MASTER AGREEMENT between the CITY AND COUNTY OF DENVER and JPMORGAN CHASE BANK, N.A.

Dated _____.

Customer: CITY AND COUNTY OF DENVER

Deal: City and County of Denver - RFP

Scenario: BAFO FINAL

ECR Rate: 0.2900%

Balance Analysis*

Average Ledger Balance				\$19,027,348.75
Less Average Float				\$8,107,553.30
Average Collected Balance				\$10,919,795.45
Less Reserve Requirement	Rate	0.00%		\$0.00
Average Available Balance				\$10,919,795.45
Less Balance Required				\$366,015,035.63
Net Available Balance				-\$355,095,240.18
Earnings Credit Allowance	Rate	0.2900%		\$2,602.80
Total Charge for Services				\$87,241.94
Net Credit Amount				-\$84,639.14
Service Charge Amount:				\$84,639.14

Service Analysis*

Service Description	AFP	Number of Units	Unit Price	Charge For Service	Balance Required
ACCOUNT SERVICES					
2 - NEGATIVE COLLECTED BALANCE FEE	000210	1	\$1,411.7800	\$1,411.78	\$5,922,985.06
105 - DAILY OVERDRAFT OCCURRENCE FEE	000212	1	\$0.0000	\$0.00	\$0.00
1005 - ACCOUNT MAINTENANCE	010000	18	\$0.0000	\$0.00	\$0.00
1010 - STATEMENT CYCLES	010307	13	\$0.0000	\$0.00	\$0.00
1014 - ACCOUNT STATEMENT - PAPER	010310	2	\$0.0000	\$0.00	\$0.00
1015 - STATEMENT CYCLES - ENHANCED	010307	2	\$3.7500	\$7.50	\$31,465.52
1018 - ADDITIONAL ADDRESS PAPER	010310	1	\$0.0000	\$0.00	\$0.00
1073 - LARGE DOLLAR CHECK REVIEW	150299	11	\$0.0000	\$0.00	\$0.00
1304 - ARP PAID ITEM RETURN CREDIT	010101	3	\$0.0000	\$0.00	\$0.00
1513 - CASH CNTRN TRANSFER MAINT	010020	1	\$25.0000	\$25.00	\$104,885.06
2316 - OVERDRAFT NSF ITEM PAID	150341	1	\$28.0000	\$28.00	\$117,471.26
3499 - POST NO CHECKS MAINTENANCE	1500ZZ	11	\$0.0000	\$0.00	\$0.00
7856 - CASH CONCENTRATION MAINTMASTER	010020	1	\$0.0000	\$0.00	\$0.00
7857 - CASH CONCENTRATION MAINT SUB	010021	10	\$25.0000	\$250.00	\$1,048,850.57
Subtotal				\$1,722.28	\$7,225,657.47
AUTOMATED CLEARING HOUSE					
1112 - ARC DEBIT ORIGINATED	25010F	1,762	\$0.0739	\$130.21	\$546,283.33
1113 - ARC SWAP OF DATA	251070	1	\$0.3000	\$0.30	\$1,258.62
1115 - ARC RETURN - ELEC DELIVERY	250400	11	\$1.7500	\$19.25	\$80,761.49
1119 - ARC RETURN RESUBMITTED	250310	16	\$3.5000	\$56.00	\$234,942.53
1126 - ARC INCOMING FILE PROCESSED	250501	19	\$10.0000	\$190.00	\$797,126.44
1127 - ARC MAINTENANCE	250000	1	\$100.0000	\$100.00	\$419,540.23
1132 - DARC ITEM ORIGINATED	25010F	4,053	\$0.0300	\$121.59	\$510,118.97
1147 - DPC ELECTRONIC RESUBMIT	250310	6	\$0.4000	\$2.40	\$10,068.97
1152 - DPC MAINTENANCE	250000	2	\$20.0000	\$40.00	\$167,816.09
1155 - DPC ACH RETURN	250302	4	\$0.5500	\$2.20	\$9,229.89
2237 - TRANS REVIEW MAINTENANCE	250000	1	\$12.0000	\$12.00	\$50,344.83
2695 - ACH MAINTENANCE	250000	8	\$20.0000	\$160.00	\$671,264.37
2697 - IRD CREATION	151361	5	\$0.0900	\$0.45	\$1,887.93
2700 - CREDIT ORIGINATED	250101	34,379	\$0.0300	\$1,031.37	\$4,327,012.07
2705 - DEBIT ORIGINATED	250100	7,546	\$0.0300	\$226.38	\$949,755.17
2710 - DELETION / REVERSAL - MANUAL	250620	5	\$5.0000	\$25.00	\$104,885.06
** 2714 - ACH IMPLEMENTATION-DIRECT SEND	251000	0	\$1,000.0000	\$0.00	\$0.00
2716 - CREDIT RECEIVED	250201	2,081	\$0.0300	\$62.43	\$261,918.97
2717 - DEBIT RECEIVED	250200	233	\$0.0300	\$6.99	\$29,325.86
2720 - RETURN ITEM	250302	89	\$2.5000	\$222.50	\$933,477.01
2722 - NOTIFICATION OF CHANGE	251070	21	\$0.5000	\$10.50	\$44,051.72
2729 - RETURN NOTIFICATION - ONLINE	250400	76	\$0.0000	\$0.00	\$0.00
2730 - NOTIF OF CHANGE - ONLINE	250400	16	\$0.0000	\$0.00	\$0.00
2740 - RETURN ITEM REDEPOSIT	250310	42	\$0.5000	\$21.00	\$88,103.45
2742 - CREDIT ORIGINATED - JPM ACCESS	250101	252	\$0.0300	\$7.56	\$31,717.24
2744 - DEBIT ORIGINATED - JPM ACCESS	250100	1,038	\$0.0300	\$31.14	\$130,644.83

2746 - JPM ACCESS ACH MAINTENANCE	250000	8	\$20.0000	\$160.00	\$671,264.37
2753 - DELETION / REVERSAL - ELEC	250620	2	\$0.0000	\$0.00	\$0.00
2765 - ACH BATCH/FILE PROCESSED	250501	101	\$15.0000	\$1,515.00	\$6,356,034.48
2796 - ADDENDA RECORD ORIGINATED	250120	11,945	\$0.0000	\$0.00	\$0.00
2809 - NOTIF OF CHANGE - EMAIL	251070	9	\$1.5000	\$13.50	\$56,637.93
2810 - RETURN NOTIFICATION - EMAIL	250400	27	\$3.5000	\$94.50	\$396,465.52
2814 - NOTIF OF CHANGE - TRANSM	251070	13	\$0.0000	\$0.00	\$0.00
2818 - RETURN NOTIFICATION - TRANSM	250400	80	\$0.0000	\$0.00	\$0.00
2860 - DEBIT BLOCK MAINTENANCE	251050	17	\$5.0000	\$85.00	\$356,609.20
2861 - ACH ADA AUTHORIZED ID	251051	29	\$0.5000	\$14.50	\$60,833.33
7619 - TRANSACTION SUMMARY REPORT	250702	63	\$10.0000	\$630.00	\$2,643,103.45
Subtotal				\$4,991.77	\$20,942,483.33

BANKING CENTER SERVICES

1306 - BRANCH CREDITS POSTED	100000	778	\$0.4000	\$311.20	\$1,305,609.20
1314 - BRANCH DEPOSIT-IMMEDIATE VERIF	100000	112,569	\$0.0025	\$281.42	\$1,180,670.11
1318 - BRANCH ORDER - COIN ROLL	100044	22	\$0.0600	\$1.32	\$5,537.93
1319 - BRANCH ORDER CURRENCY STRAP	10004A	37	\$0.3000	\$11.10	\$46,568.97
1320 - BRANCH DEPOSIT IN NON STD BAG	100099	1	\$2.0000	\$2.00	\$8,390.80
1327 - BRANCH DEPOSIT - POST VERIF	100007	13,243	\$0.0007	\$9.27	\$38,891.38
1332 - BRANCH DEPOSIT ADJUSTMENT	100500	4	\$0.0000	\$0.00	\$0.00
1333 - BRANCH ORDER PROCESSED	100040	16	\$0.0000	\$0.00	\$0.00
Subtotal				\$616.31	\$2,585,668.39

DEPOSITORY SERVICES

501 - CHECK DEPOSITED-ON US	100220	1,080	\$0.0600	\$64.80	\$271,862.07
513 - CHECK DEPOSITED-TRANSIT	100224	35,334	\$0.0850	\$3,003.39	\$12,600,429.31
541 - CHECK IMAGE DEPOSITED	101320	2,634	\$0.0700	\$184.38	\$773,548.28
548 - IDD MONTHLY MAINTENANCE FEE	101300	9	\$20.0000	\$180.00	\$755,172.41
749 - CQD DEPOSITORY CREDIT	999999	33	\$0.0000	\$0.00	\$0.00
760 - ACH ELIGIBILITY TESTING/FILTER	999999	6,681	\$0.0000	\$0.00	\$0.00
1139 - SOFTWARE MAINTENANCE FEE	101300	10	\$20.0000	\$200.00	\$839,080.46
1305 - CREDITS POSTED	010101	4,571	\$0.2400	\$1,097.04	\$4,602,524.14
1386 - WAIVE SCANNER	109999	0	\$0.0000	\$0.00	\$0.00
1435 - RETURN ITEM	100400	88	\$2.0000	\$176.00	\$738,390.80
1436 - RCK ACH REDEPOSIT	100400	80	\$0.7500	\$60.00	\$251,724.14
1437 - RETURN MULTIPLE LOCATIONS	100430	168	\$2.0000	\$336.00	\$1,409,655.17
1438 - RETURN ALTERNATE ADDRESS	100401	168	\$0.0000	\$0.00	\$0.00
1446 - RETURN IMAGE	100415	233	\$0.5000	\$116.50	\$488,764.37
1448 - RETURN DETAIL REPORTING	100411	233	\$0.0500	\$11.65	\$48,876.44
1450 - RETURN ITEM REDEPOSIT	100402	65	\$1.0000	\$65.00	\$272,701.15
1455 - RETURN MAKER NAME	100430	201	\$0.0500	\$10.05	\$42,163.79
Subtotal				\$5,504.81	\$23,094,892.53

DISBURSEMENT SERVICES

1321 - CHECK CASHING NON-ACCT HOLDER	150501	56	\$0.0000	\$0.00	\$0.00
2205 - CONTROLLED DISB ACCT MAINT	150000	2	\$100.0000	\$200.00	\$839,080.46
2210 - CONTROLLED DISB CHECK POSTED	150110	4,700	\$0.1600	\$752.00	\$3,154,942.53
2285 - CHECK / DEBIT POSTED	010100	262	\$0.0800	\$20.96	\$87,935.63
2338 - STOP PAYMENT AUTOMATIC RENEWAL	150510	4	\$4.0000	\$16.00	\$67,126.44
2360 - DELUXE 3RD PARTY PRINT SVCS	150810	1	\$719.0200	\$719.02	\$3,016,578.16
5234 - CONTROLLED DISB FUNDING	010112	81	\$0.0000	\$0.00	\$0.00
6618 - PWS CHECK INQUIRY MAINTENANCE	151710	8	\$10.0000	\$80.00	\$335,632.18
6620 - PWS RECON REPORT/STMT MAINT	200306	2	\$0.0000	\$0.00	\$0.00
6621 - PWS IMAGING MAINTENANCE	151350	2	\$25.0000	\$50.00	\$209,770.11
6625 - PWS EXCEPTION NOTIF-ACCT	150721	5	\$10.0000	\$50.00	\$209,770.11
6627 - PWS PAID CHK DATA STORAGE-6MO	159999	77	\$0.0100	\$0.77	\$3,230.46
6637 - PWS EXTENDED REPORT RETRIEVAL	999999	11	\$0.0000	\$0.00	\$0.00
6639 - STOP PAYMENT - ELECTRONIC	150410	23	\$10.0000	\$230.00	\$964,942.53
6641 - DATA DOWNLOAD	200201	5	\$20.0000	\$100.00	\$419,540.23
6645 - IMAGE RETRIEVAL PER RETRIEVE	151352	12	\$1.0000	\$12.00	\$50,344.83
6646 - PWS IMAGE RETRIEVAL >91DAY	151352	13	\$5.0000	\$65.00	\$272,701.15
Subtotal				\$2,295.75	\$9,631,594.83

FUNDS TRANSFER SERVICES

5443 - SOFTI STANDARD CALCULATION	409999	1	\$8.0000	\$8.00	\$33,563.22
5445 - FW SURCHARGE POST 5PM RECEIPT	350531	11	\$0.2100	\$2.31	\$9,691.38
5446 - FW SURCHARGE \$10 MILLION+ D/C	350531	4	\$0.1400	\$0.56	\$2,349.43
5822 - ELECTRONIC BOOK DEBIT S/T	350124	1	\$3.5000	\$3.50	\$14,683.91
5824 - ELECTRONIC FED DEBIT S/T	350104	33	\$5.5000	\$181.50	\$761,465.52
5826 - ELECTRONIC CHIP DEBIT S/T	350113	3	\$5.5000	\$16.50	\$69,224.14
5882 - REPETITIVE INSTRUCTION STORAGE	350551	25	\$0.0000	\$0.00	\$0.00
5883 - FED TRANSFER FEE	350531	75	\$0.0000	\$0.00	\$0.00
5884 - CHIPS MESSAGE FEE	350532	6	\$0.0000	\$0.00	\$0.00
5886 - BOOK CREDIT	350320	5	\$0.0000	\$0.00	\$0.00
5887 - FED CREDIT S/T	350300	42	\$5.0000	\$210.00	\$881,034.48
5888 - FED CREDIT REPAIR	350300	1	\$5.5000	\$5.50	\$23,074.71
5889 - CHIPS CREDIT S/T	350310	3	\$5.5000	\$16.50	\$69,224.14

5928 - MAIL CREDIT ADVICE	350412	2	\$2.5000	\$5.00	\$20,977.01
5967 - RETURNED PAYMENT INVESTIGATION	350560	2	\$25.0000	\$50.00	\$209,770.11
6300 - INV CREDIT NOT CHARGED	359999	5	\$0.0000	\$0.00	\$0.00
6408 - ADVICE - NOT CHARGE	999999	88	\$0.0000	\$0.00	\$0.00
Subtotal				\$499.37	\$2,095,058.05

INTERNATIONAL SERVICES

3941 - DEPOSITED CHECK - CANADIAN	609999	2	\$0.0000	\$0.00	\$0.00
Subtotal				\$0.00	\$0.00

JPMORGAN ACCESS

6040 - CLIENT MAINTENANCE	409999	2	\$50.0000	\$100.00	\$419,540.23
6041 - ACCOUNT MAINTENANCE	409999	20	\$0.0000	\$0.00	\$0.00
6043 - TRANS REPORTED - 45 DAY	409999	587	\$0.0500	\$29.35	\$123,135.06
6044 - TRANS REPORTED - 90 DAY	409999	1,055	\$0.2000	\$211.00	\$885,229.89
6045 - TRANS REPORTED - 1 YEAR	409999	6,060	\$0.0700	\$424.20	\$1,779,689.66
6052 - CONT DISB CHECK REPORTED	409999	4,700	\$0.0500	\$235.00	\$985,919.54
6053 - EXTENDED TRANSACTION DETAIL	409999	20,907	\$0.0000	\$0.00	\$0.00
6079 - TRANSACTION REPORTED	400699	0	\$0.0450	\$0.00	\$0.00
Subtotal				\$999.55	\$4,193,514.37

NETWORK LOCKBOX (WNLB)

6101 - WNLB LOCKBOX - MAINT	050001	4	\$95.0000	\$380.00	\$1,594,252.87
6102 - WNLB ADDITIONAL DAILY DEPOSIT	050302	0	\$0.0000	\$0.00	\$0.00
6103 - WNLB WEEKEND PROCESSING	050136	0	\$0.0000	\$0.00	\$0.00
6106 - WNLB WHOLESale ITEM	050100	15,739	\$0.4700	\$7,397.33	\$31,034,775.29
6114 - WNLB UNPROCESSABLE ITEM	050530	1,343	\$0.0000	\$0.00	\$0.00
6115 - WNLB NO CHECK ITEM	05011M	565	\$0.2500	\$141.25	\$592,600.57
6116 - WNLB CHECK CLEARING	10021Z	15,739	\$0.0800	\$1,259.12	\$5,282,514.94
6117 - WNLB INCOMING COURIER PACKAGE	059999	9	\$10.0000	\$90.00	\$377,586.21
6120 - WNLB CASH PROCESSING	05013B	0	\$10.0000	\$0.00	\$0.00
6121 - WNLB CREDIT CARD AUTHORIZATION	05013A	0	\$1.5000	\$0.00	\$0.00
6124 - WNLB EMAIL/FAX DETAIL RPTG	050310	1	\$0.0000	\$0.00	\$0.00
6126 - WNLB CHECK MICR CAPTURE	050121	15,739	\$0.0200	\$314.78	\$1,320,628.74
6127 - WNLB DATA CAPTURE	050126	400,025	\$0.0100	\$4,000.25	\$16,782,658.05
6129 - WNLB DATA TRANSMISSION MAINT	050400	2	\$210.0000	\$420.00	\$1,762,068.97
6130 - WNLB DATA TRANSMISSION ITEM	050401	15,739	\$0.0000	\$0.00	\$0.00
6133 - WNLB PAPER CHECK COPY	05011A	0	\$0.0800	\$0.00	\$0.00
6134 - WNLB REASSOCIATE CHECK TO DOC	050115	0	\$0.1500	\$0.00	\$0.00
6135 - WNLB PAPER DELIVERY PREP	05011L	1,343	\$0.1000	\$134.30	\$563,442.53
6136 - WNLB OUTGOING PACKAGE PREP	05041Z	4	\$25.0000	\$100.00	\$419,540.23
6138 - WNLB POSTAGE	050410	0	\$0.0000	\$0.00	\$0.00
6139 - WNLB CLOSED LBx IMAGE VIEWING	050428	3	\$0.0000	\$0.00	\$0.00
6140 - WNLB DOCUMENT IMAGE CAPTURE	05011R	36,037	\$0.2000	\$7,207.40	\$30,237,942.53
6143 - SNLB CLOSED LBx IMAGE VIEWING	050428	1	\$0.0000	\$0.00	\$0.00
6155 - WNLB SPECIAL PROCESSING MAINT	05011P	4	\$50.0000	\$200.00	\$839,080.46
6158 - WNLB VIRTUAL MONTHLY MAINT	050030	0	\$25.0000	\$0.00	\$0.00
6160 - WNLB VIRTUAL REJECT (AUTO)	050530	2	\$0.1500	\$0.30	\$1,258.62
6161 - WNLB VIRTUAL REJECT (MANUAL)	050530	3	\$1.0000	\$3.00	\$12,586.21
6167 - WNLB >10 ACCEP PAY>5 UNACCEP	050131	0	\$0.1000	\$0.00	\$0.00
6168 - WNLB 25+ACCEP PAY10+ UNACCEP	050131	0	\$0.2000	\$0.00	\$0.00
6169 - WNLB GROUPS/SORTS-SIMPLE	050112	0	\$0.1000	\$0.00	\$0.00
6170 - WNLB GROUPS/SORTS-COMPLEX	050113	15,739	\$0.1200	\$1,888.68	\$7,923,772.41
6171 - WNLB BALANCING	05011P	0	\$0.0000	\$0.00	\$0.00
6172 - WNLB SPECIAL HANDLING OTHER	05011P	0	\$0.0300	\$0.00	\$0.00
6173 - WNLB FORGN ITEMS SENT FOR COLL	050105	0	\$10.0000	\$0.00	\$0.00
6179 - WNLB REC EDGE MAINT-CHK/DOC	050424	4	\$50.0000	\$200.00	\$839,080.46
6185 - WNLB EXTENDED IMAGE STORAGE	050424	637,394	\$0.0035	\$2,230.88	\$9,359,439.08
6187 - WNLB LONG TERM STORAGE-CHECK	050600	15,739	\$0.0300	\$472.17	\$1,980,943.10
6188 - WNLB LONG TERM STORAGE-B&W DOC	050600	37,358	\$0.0600	\$2,241.48	\$9,403,910.34
6191 - WNLB ALERTS	050510	0	\$0.0000	\$0.00	\$0.00
6193 - WNLB REMITTER MGMT MAINT	059999	0	\$25.0000	\$0.00	\$0.00
6194 - WNLB MICR ENHANCEMENT	059999	0	\$0.0500	\$0.00	\$0.00
6198 - WNLB REC EDGE ADD'L REPORT	05031Z	4	\$0.0000	\$0.00	\$0.00
6201 - WNLB REMITTER RECORD STORG	059999	0	\$0.0200	\$0.00	\$0.00
6245 - WNLB DEPOSIT PREPARATION	050300	84	\$0.0000	\$0.00	\$0.00
6280 - WNLB RETURN ITEM MAINTENANCE	059999	0	\$15.0000	\$0.00	\$0.00
6800 - WNLB INBOUND TRANS MAINT	059999	0	\$100.0000	\$0.00	\$0.00
Subtotal				\$28,680.94	\$120,328,081.61

OTHER CHARGES AND CREDITS

1100 - MISCELLANEOUS SERVICES	019999	1	\$0.0000	\$0.00	\$0.00
8801 - CHECKS CASHED	999999	2	\$0.0000	\$0.00	\$0.00
8809 - RESEARCH ADJUSTMENT CREDIT	999999	3	\$0.0000	\$0.00	\$0.00
8810 - RESEARCH ADJUSTMENT DEBIT	999999	7	\$0.0000	\$0.00	\$0.00
8823 - RCK - ELECTRONIC CHECK RETURN	999999	56	\$0.0000	\$0.00	\$0.00
Subtotal				\$0.00	\$0.00

PREMIUM ASSESSMENT FEE

35 - PREMIUM ASSESSMENT FEE	000230	1	\$1,745.0400	\$1,745.04	\$7,321,144.83
Subtotal				\$1,745.04	\$7,321,144.83

RECEIPTSTREAM/ENH REC SVCS

2631 - EDI DETAIL REPORT-JPM ACCESS	300524	104	\$2.0000	\$208.00	\$872,643.68
Subtotal				\$208.00	\$872,643.68

RECEIVABLES EDGE

6199 - SUPPLEMENTAL DATA ENTRY MAINT	059999	1	\$100.0000	\$100.00	\$419,540.23
6200 - CLIENT SUPPLEMENTAL DATA ENTRY	059999	5,566	\$0.0500	\$278.30	\$1,167,580.46
6852 - DATA TRANS MAINTENANCE	050400	3	\$100.0000	\$300.00	\$1,258,620.69
6853 - DATA TRANSMISSION ITEM	050401	34,272	\$0.0300	\$1,028.16	\$4,313,544.83
Subtotal				\$1,706.46	\$7,159,286.21

RECONCILIATION SERVICES

3205 - FULL RECONCILEMENT - PER ITEM	200110	4,700	\$0.0500	\$235.00	\$985,919.54
3207 - FULL RECONCILEMENT - MAINT	200010	2	\$50.0000	\$100.00	\$419,540.23
3228 - PAYEE NAME VERIFICATION	150122	4,763	\$0.0100	\$47.63	\$199,827.01
3262 - POSITIVE PAY MAINTENANCE	150030	5	\$0.0000	\$0.00	\$0.00
3263 - EXCEPTION ITEM	150300	7	\$1.0000	\$7.00	\$29,367.82
3268 - POSITIVE PAY NO RECON - MAINT	150120	3	\$30.0000	\$90.00	\$377,586.21
3270 - POS PAY WITHOUT RECON ITEMS	150120	63	\$0.0000	\$0.00	\$0.00
3271 - ISSUE INPUT FILE WITH RECON	200201	40	\$0.0000	\$0.00	\$0.00
3272 - CHECK EXCEPTION RETURN	150320	3	\$15.0000	\$45.00	\$188,793.10
3291 - OUTPUT FILE	200301	20	\$15.0000	\$300.00	\$1,258,620.69
3293 - EXCESSIVE ARP REJECTS	200210	3	\$0.0000	\$0.00	\$0.00
3294 - DATA ENTRY - MANUAL	200210	1	\$0.0000	\$0.00	\$0.00
3386 - IMAGE CAPTURE PER ITEM	151351	7,496	\$0.0300	\$224.88	\$943,462.07
Subtotal				\$1,049.51	\$4,403,116.67

SCANNABLE LOCKBOX (SNLB)

6107 - SNLB SCANNABLE ITEM	050101	24,491	\$0.2300	\$5,632.93	\$23,632,407.47
6108 - SNLB OCR DOCUMENT	050122	26,280	\$0.0000	\$0.00	\$0.00
6141 - SNLB OCR DOC IMAGE CAPTURE	05011R	26,280	\$0.0300	\$788.40	\$3,307,655.17
6142 - SNLB SPECIAL IMAGE HANDLING	059999	0	\$0.2000	\$0.00	\$0.00
6204 - SNLB DEPOSIT PREPARATION	050300	126	\$0.0000	\$0.00	\$0.00
6206 - SNLB >10 ACCEP PAY >5 UNACCEP	050131	0	\$0.1000	\$0.00	\$0.00
6207 - SNLB 25+ACCEP PAY10+ UNACCEP	050131	0	\$0.2000	\$0.00	\$0.00
6208 - SNLB GROUPS/SORTS-SIMPLE	050112	0	\$0.1000	\$0.00	\$0.00
6209 - SNLB SORT - MANUAL	050113	35,586	\$0.0000	\$0.00	\$0.00
6210 - SNLB BALANCING	05011P	35,586	\$0.0000	\$0.00	\$0.00
6211 - SNLB SPECIAL HANDLING OTHER	05011P	0	\$0.1500	\$0.00	\$0.00
6217 - SNLB CHECK ONLY IMG PRESENTMT	050424	6	\$6.2500	\$37.50	\$157,327.59
6218 - SNLB DOC IMAGE PRESENTMENT	050424	6	\$6.2500	\$37.50	\$157,327.59
6220 - SNLB CHK IMAGE SHRT TRM STOR	050424	24,491	\$0.0000	\$0.00	\$0.00
6225 - SNLB EXTENDED IMAGE STORAGE	050424	1,013,028	\$0.0035	\$3,545.60	\$14,875,218.39
6227 - SNLB LONG TERM STORAGE-CHECK	050600	35,586	\$0.0300	\$1,067.58	\$4,478,927.59
6228 - SNLB LONG TERM STORAGE-B&W DOC	050600	46,194	\$0.0600	\$2,771.64	\$11,628,144.83
6232 - SNLB ALERTS	050510	0	\$0.0000	\$0.00	\$0.00
6234 - SNLB REMITTER MGMT MAINT	059999	0	\$25.0000	\$0.00	\$0.00
6235 - SNLB MICR ENHANCEMENT	059999	0	\$0.0500	\$0.00	\$0.00
6239 - SNLB ADDITIONAL REPORTS	05031Z	6	\$0.0000	\$0.00	\$0.00
6242 - SNLB REMITTER RECORD STORG	059999	0	\$0.0200	\$0.00	\$0.00
6246 - SNLB MAINTENANCE	050020	6	\$65.0000	\$390.00	\$1,636,206.90
6247 - SNLB ADDITIONAL DEPOSITS	050302	0	\$0.0000	\$0.00	\$0.00
6248 - SNLB PREMIUM PROCESSING	050136	0	\$50.0000	\$0.00	\$0.00
6249 - SNLB ITEM - NON-SCANNABLE	050100	11,095	\$0.3700	\$4,105.15	\$17,222,755.75
6250 - SNLB UNPROCESSABLE ITEM	050530	258	\$0.2500	\$64.50	\$270,603.45
6251 - SNLB NO CHECK ITEM	05011M	853	\$0.2500	\$213.25	\$894,669.54
6252 - SNLB CHECK CLEARING	10021Z	35,586	\$0.0800	\$2,846.88	\$11,943,806.90
6253 - SNLB INCOMING COURIER PACKAGE	059999	106	\$0.0000	\$0.00	\$0.00
6254 - SNLB CASH PROCESSING	05013B	0	\$0.0000	\$0.00	\$0.00
6255 - SNLB CREDIT CARD AUTHORIZATION	05013A	0	\$1.5000	\$0.00	\$0.00
6257 - SNLB EMAIL/FAX DETAIL REPTG	050310	7	\$0.0000	\$0.00	\$0.00
6258 - SNLB CHECK MICR CAPTURE	050121	35,586	\$0.0200	\$711.72	\$2,985,951.72
6259 - SNLB DATA CAPTURE	050126	72,214	\$0.0100	\$722.14	\$3,029,667.82
6262 - SNLB DATA TRANSMISSION MAINT	050400	6	\$71.0000	\$426.00	\$1,787,241.38
6263 - SNLB DATA TRANSMISSION ITEM	050401	35,586	\$0.0000	\$0.00	\$0.00
6264 - SNLB CHECK COPY	05011A	0	\$0.0800	\$0.00	\$0.00
6265 - SNLB REASSOCIATION ITEM	050115	0	\$0.3000	\$0.00	\$0.00
6266 - SNLB PAPER DELIVERY PREP	05011L	258	\$0.0000	\$0.00	\$0.00
6267 - SNLB PACKAGE PREP	05041Z	6	\$0.0000	\$0.00	\$0.00
6269 - SNLB POSTAGE	050410	0	\$0.0000	\$0.00	\$0.00
6270 - SNLB DOCUMENT IMAGE CAPTURE	05011R	22,553	\$0.2000	\$4,510.60	\$18,923,781.61
6274 - SNLB WEB DOWNLOAD MANAGER	050406	2	\$0.0000	\$0.00	\$0.00
** 6276 - SNLB ADDITIONAL PROGRAMMING	050800	6	\$150.0000	\$900.00	\$0.00

6277 - SNLB SPECIAL PROCESSING MAINT	05011P	6	\$0.0000	\$0.00	\$0.00
6281 - SNLB RETURN ITEM MAINTENANCE	059999	0	\$15.0000	\$0.00	\$0.00
6292 - SNLB VIRTUAL MONTHLY MAINT	050030	0	\$25.0000	\$0.00	\$0.00
6293 - SNLB VIRTUAL REMIT ITEM	050100	0	\$0.3500	\$0.00	\$0.00
6294 - SNLB VIRTUAL REJECT (AUTO)	050530	0	\$0.1500	\$0.00	\$0.00
6295 - SNLB VIRTUAL REJECT (MANUAL)	050530	0	\$1.0000	\$0.00	\$0.00
6802 - SNLB INBOUND TRANS MAINT	059999	0	\$200.0000	\$0.00	\$0.00
Subtotal				\$27,871.39	\$116,931,693.68

VAULT SERVICES

1310 - VAULT DEPOSIT	100100	2,476	\$1.5000	\$3,714.00	\$15,581,724.14
1468 - VAULT EMAIL NOTIFICATION	100154	182	\$0.5000	\$91.00	\$381,781.61
1475 - VAULT DEPOSIT ROLLED COIN	100110	20	\$0.0600	\$1.20	\$5,034.48
1476 - VAULT ORDER COIN ROLLS	100144	1,614	\$0.2500	\$403.50	\$1,692,844.83
1477 - VAULT ORDER - COIN ROLL BOX	100146	200	\$0.0600	\$12.00	\$50,344.83
1482 - VAULT DEPOSIT STD STRAP - NOTE	100115	38,833	\$0.0050	\$194.17	\$814,621.26
1486 - VAULT DEP NON STD STRAP - NOTE	100114	92,735	\$0.0170	\$1,576.50	\$6,614,051.72
1495 - VAULT STANDARD ORDERS	100141	81	\$8.0000	\$648.00	\$2,718,620.69
1497 - VAULT ORDER CURRENCY STD STRAP	10014A	246	\$0.4000	\$98.40	\$412,827.59
1498 - VAULT EXPEDITED SPECIAL ORDERS	100143	1	\$25.0000	\$25.00	\$104,885.06
1499 - VAULT ORDER CURR NON STD STRAP	100148	12,032	\$0.0200	\$240.64	\$1,009,581.61
1506 - VAULT DEP PARTIAL OR MIXED BAG	100111	185	\$12.0000	\$2,220.00	\$9,313,793.10
1525 - VAULT DEPOSIT STD COIN BAG	100113	8	\$1.0000	\$8.00	\$33,563.22
1545 - VAULT ACTIVITY REPORT FAXED	100199	0	\$25.0000	\$0.00	\$0.00
1573 - VAULT ORDER SUPPLIES	1008ZZ	1	\$4.3500	\$4.35	\$18,250.00
1617 - VAULT DEPOSIT ADJUSTMENT	100501	16	\$6.0000	\$96.00	\$402,758.62
1618 - VAULT DEPOSIT ADJUSTMENT NOTIF	100520	3	\$6.0000	\$18.00	\$75,517.24
Subtotal				\$9,350.76	\$39,230,200.00

Total Charge for Services				\$87,241.94	\$366,015,035.63
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* Volumes and Balances on this pro forma are estimated. Actual volumes and balances may be different, which will result in different charges than are specified above.

EXHIBIT C

(exhibit follows)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/19/2015

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

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

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
INSURED JPMorgan Chase & Co. and subsidiary, affiliated, and associated companies thereof 270 Park Avenue New York NY 10017-2070 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: National Union Fire Ins Co of Pittsburgh	19445
	INSURER B: New Hampshire Ins Co	23841
	INSURER C: Commerce & Industry Ins Co	19410
INSURER D:		
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570056656691**REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			GL7266980	06/01/2014	06/01/2015	EACH OCCURRENCE	\$5,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> Blanket Contractual Liability						MED EXP (Any one person)	Excluded
	<input checked="" type="checkbox"/> Host Liquor Liability Included						PERSONAL & ADV INJURY	\$5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG	\$5,000,000	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC027527573	06/01/2014	06/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	All other States	06/01/2014	06/01/2015	E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		WC 027527574	E.L. DISEASE-EA EMPLOYEE			\$1,000,000	
			AK, GA, VA	E.L. DISEASE-POLICY LIMIT			\$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP No. 6772 - Commercial Banking, Treasury Management and Merchant Service. City and County of Denver is included as an Additional Insured with respect to the General Liability policy but only to the extent required by agreement.

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver Department of General Services Purchasing Division, Wellington E. Webb Municipal Office Building 201 West Colfax Ave. Dept. 304, 11th Fl. Denver CO 80202 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>

Certificate No : 570056656691



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED JPMorgan Chase & Co.	
POLICY NUMBER See Certificate Number: 570056656691			
CARRIER See Certificate Number: 570056656691	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
A		N/A		WC 027527576 CA	06/01/2014	06/01/2015		
C		N/A		WC 027527577 FL	06/01/2014	06/01/2015		
B		N/A		WC 027527579 KY, NC, NH, UT, VT	06/01/2014	06/01/2015		
B		N/A		WC 027527580 MA, ND, OH, WA, WI, WY	06/01/2014	06/01/2015		
B		N/A		WC 027527581 ME	06/01/2014	06/01/2015		
B		N/A		WC 027527582 NJ	06/01/2014	06/01/2015		
B		N/A		WC 027527583 NY	06/01/2014	06/01/2015		
B		N/A		WC 027527584 PA	06/01/2014	06/01/2015		
B		N/A		WC 027527585 TX	06/01/2014	06/01/2015		
B		N/A		WC 027527575 AZ	06/01/2014	06/01/2015		
B				WC 027527578 IL	06/01/2014	06/01/2015		